City of OVILLA City Council

Rachel Huber, Place One
Larry Stevenson, Place Two
David Griffin, Place Three

Richard Dormier, Mayor

Doug Hunt, Place Four, Mayor Pro Tem
Michael Myers, Place Five
Dennis Burn, City Manager

NOTICE OF CITY COUNCIL BRIEFING SESSION
105 S. Cockrell Hill Road, Ovilla, TX 75154

Monday, July 11, 2016 | *6:00 P.M.* | *Council Chamber Room*

AGENDA

I. *CALL TO ORDER*

II. *CONDUCT A BRIEFING SESSION to review and discuss agenda items for the 6:30 p.m. regular meeting.*

III. *CONDUCT A BRIEFING SESSION to review and discuss future agenda items.*

1. *Budget Workshops*

IV. *ADJOURNMENT*

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the July 11, 2016 Briefing Session Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofovilla.org, on the 08th day of July 2016 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.

CITY OF OVILLA, TEXAS

Pamela Woodall, City Secretary

DATE OF POSTING: 7.8.2016 TIME: 9:00 am/pm
DATE TAKEN DOWN: _____ TIME: _____ am/pm

This facility is ADA compliant. If you plan to attend this public meeting and have a disability that requires special arrangements, please call 972-617-7262 at least 48 hours in advance. Reasonable accommodation will be made to assist your needs. PLEASE SILENCE ALL PAGERS, CELL PHONES & OTHER ELECTRONIC EQUIPMENT WHILE THE CITY COUNCIL MEETING IS IN SESSION.

City of OVILLA City Council

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Dennis Burn, City Manager

105 S. Cockrell Hill Road, Ovilla, TX 75154

Monday, July 11, 2016 | *6:30 P.M.* | *Council Chamber Room*

AGENDA

NOTICE is hereby given of a **Regular Meeting** of the City Council of the City of Ovilla, to be held on **Monday, July 11, 2016** at **6:30 P.M.** in the Ovilla Municipal Building, Council Chamber Room, 105 S. Cockrell Hill Road, Ovilla, Texas, 75154, for the purpose of considering the following items:

I. CALL TO ORDER

- Invocation
- Pledge of Allegiance

II. COMMENTS, PRESENTATIONS & REPORTS

- **Citizen Comments**

The City Council welcomes comments from Citizens. Those wishing to speak must sign in before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decisions at this time. Speakers under citizen's comments must observe a three-minute time limit. Inquiries regarding matters not listed on the Agenda may be referred to Staff for research and possible future action.

- **Department Activity Reports / Discussion**

• Police Department	Police Chief B. Windham
o Monthly Report	
• Fire Department	Fire Chief B. Kennedy
o Monthly Report	
• Public Works	Public Works Director B. Piland
o Monthly Report	
1. Monthly Park Maintenance	
• Finance Department	Accountant L. Harding
o May 2016 Financials	
• Administration	City Manager D. Burn
o City Manager Reports	
o Monthly Municipal Court Report	City Secretary P. Woodall
o Monthly Code/Animal Control Reports	Code/AC Officer M. Dooly
1. Permits	

III. CONSENT AGENDA

The following items may be acted upon in one motion. No separate discussion or action is necessary unless requested by a Council Member, in which event those items will be pulled from the consent agenda for individual consideration on the regular agenda during this meeting.

C1. May 2016 Financial Transactions over $5,000
C2. Resolution R2016-05 approving authorized representative with TexPool
C3. Resolution R2016-06 approving authorized representative with TexSTAR
C4. Resolution R2016-07 approving ATMOS 2016 Assessment and Membership

IV. PUBLIC HEARING

Case PZ2016-07 Receive presentation and citizen comments on a request for a Specific Use Permit application filed by Yara Masri Management Company to open and operate a restaurant, Golden Chick, located at 2887 Ovilla Road, Ellis County, Ovilla, Texas 75154.

a. *PRESENTATION* of request for a Specific Use Permit filed by representative of Yara Masri Management Company (owner).
b. *PUBLIC HEARING* to receive comments from the public regarding the request.

V. REGULAR AGENDA

ITEM 1. *DISCUSSION/ACTION* – Receive recommendation from the Planning and Zoning Commission to consider and act upon a Specific Use Permit Application, PZ2016-07, filed by Yara Masri Management Company for the construction of a Golden Chick Restaurant located at 2887 Ovilla Road, Ovilla, Texas 75154.

ITEM 2. *DISCUSSION/ACTION* – Consideration of and Action on Resolution R2016-08 of the City Council of the City of Ovilla, Texas, granting a Specific Use Permit for an approximate 0.6134 acre tract of land located on Lot 4, Block A, within the City of Ovilla, Texas, and otherwise known and referred to as 2887 Ovilla Road, Ovilla, Ellis County, Texas; said tract being located within the general commercial zoning district; by permitting said property to be used for a restaurant; and making said permit subject to such certain conditions and restrictions as may be set forth herein.

ITEM 3. *DISCUSSION/ACTION* – Receive recommendation from the Planning and Zoning Commission to consider and act upon a Final Plat Application, Case PZ2016-08, for the Dolores W. McClatchey Elementary School filed by representatives for the Midlothian Independent School District, located at the NW intersection of Bryson Lane and Shiloh Road (6631 Shiloh Rd.), Ovilla, Texas 75154.

ITEM 4. *DISCUSSION/ACTION* – Consideration of and Action on a request filed by Dr. Margaret Shaw for a Meritorious Exception to place a permanent monument sign at her office building located at 105 Ovilla Creek Court, authorizing the City Manager to execute said permit.

ITEM 5. *DISCUSSION/ACTION* – Consideration of and action on Resolution R2016-09 of the City Council of the City of Ovilla, Texas, approving the Declaration of Covenants, Conditions and Restrictions of Bryson Manor and Bylaws of the Bryson Manor Homeowners Association.

ITEM 6. *DISCUSSION/ACTION* – Consideration of and action on volunteer board appointment to serve a term on the Municipal Services Advisory Committee (MSAC) and direct staff as necessary.

ITEM 7. *DISCUSSION/ACTION* – Consideration of and action on a volunteer alternate board appointment to fill the vacancy of an existing term, Place 7, on the Board of Adjustment (BOA) and direct staff as necessary.

ITEM 8. *DISCUSSION* – Discuss the handling of warrant procedures.

ITEM 9. *DISCUSSION/ACTION* – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

VI. EXECUTIVE SESSION

The City Council of the City of Ovilla, Texas, reserves the right to meet in a closed session on any item listed on this Agenda should the need arise, pursuant to authorization by Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), 418.183 (homeland security).

VII. REQUESTS FOR FUTURE AGENDA ITEMS AND/OR ANNOUNCEMENTS BY COUNCIL AND STAFF

VIII. ADJOURNMENT

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CITY OF OVILLA, TEXAS

Pamela Woodall, City Secretary

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OVILLA POLICE DEPARTMENT
105 S Cockrell Hill Rd
Ovilla, TX 75154
(972) 617-7262

To: Mayor Richard Dormier
Ovilla City Council
Dennis Burn City Manager

Subject: Police Department Monthly Activity Report

Calls For Service	June 2016	June 2016 YTD	June 2015	June 2015 YTD
Accident	9	18	2	13
Alarms	29	131	12	78
Arrest	5	14	1	18
Assault	1	2	1	2
Assists: Agency/Unit:140 EMS/Fire:4 Motorist:4	148	252	21	184
Building / House Security Check	1473	9218	1193	8478
Burglary	4	7	1	2
Burglary of Motor Vehicle	1	2	0	2
Criminal Mischief	1	9	1	6
Disturbance	13	44	3	34
Neighborhood Check	1549	9469	1527	10615
Other Calls for Service	234	624	46	772
Suspicious Person	9	48	5	26
Suspicious Vehicle	15	74	10	75
Theft	3	7	3	13
Traffic Assignment	91	731	22	121
TOTAL CALLS FOR SERVICE	**3585**	**20650**	**2848**	**20439**

Reserve Officer Hours	0	66	31.5	284
Average Response Time (Minutes)	4.12	4.73	0	3.48
Traffic Stop (Warnings)	100	507	13	234
Traffic Stop (Citations)	147	722	14	140
Total Citations & Warnings Combined	247	1229	21	374
PERCENT OF STOPS RECEIVING CITATIONS	**59.5**	**58.7**	**66.7**	**37.4**

OVILLA PD VEHICLE MILEAGE							
January-16				February-16			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100	95612	96275.8	**663.8**	100	96275.8	96840	**564.2**
102	103886	103888	**2**	102	103888	104047	**159**
103	121749	124456	**2707**	103	124456	126418	**1962**
104	81995	83597.5	**1602.5**	104	83597.5	84310	**712.5**
105	74127	74965	**838**	105	74965	75720	**755**
116	0	464	**464**	116	464	2656	**2192**
March-16				April-16			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100	96840	97243	**403**	100	97243	97861	**618**
103	126418	128364	**1946**	103	128364	130190	**1826**
104	84310	85236	**926**	104	85236	87536	**2300**
105	75720	77057	**1337**	105	77057	78828	**1771**
116	2656	in shop	**#VALUE!**	116	2656	4635	**1979**
May-16				June-16			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100	97861	98397	**536**	100	98397	98960	**563**
103	130190	131706	**1516**	103	131706	133064	**1358**
104	87536	88888.2	**1352.2**	104	88888.2	90157	**1268.8**
105	78828	79179	**351**	105	79179	80411	**1232**
116	4635	6138	**1503**	116	6138	6626	**488**
July-16				August-16			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100			**0**	100			**0**
103			**0**	103			**0**
104			**0**	104			**0**
105			**0**	105			**0**
116			**0**	116			**0**
September-16				October-16			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100			**0**	100			**0**
103			**0**	103			**0**
104			**0**	104			**0**
105			**0**	105			**0**
116			**0**	116			**0**

OVILLA FIRE DEPARTMENT

MONTHLY REPORT

OVILLA FIRE DEPARTMENT

City of Ovilla Calls for Service		2015 Totals			2016 Totals
Fire	6		Fire	7	
EMS	24	30	EMS	12	19
ESD #2 Calls for Service					
Fire	4		Fire	2	
EMS	12	16	EMS	24	26
ESD #4 Calls for Service					
Fire	0		Fire	2	
EMS	3	3	EMS	9	11
Mutual Aid Provided					
Fire	9		Fire	12	
EMS	1	10	EMS	1	13
Total Calls For Service / Month		59			69
Total Calls For Service / YTD		336			385

	Time from Notify to Time On Scene			Reaction Times	
	May	*June*		*May*	*June*
Average Response Times for City of Ovilla	5:38	4:34			
			E-701	2:09	1:44
Average Response Times for ESD # 2	7:19	8:22			
Average Response Times for ESD # 4	9:29	7:30			

FLEET REPORT

Year		Beginning Mileage		Ending Mileage	Maintenance
1998	**E701**	113,220		113,323	$ 3,821.50
2003	**E702**	23,617		23,949	$ 6,484.58
2001	**B701**	54,175		54,223	$ 303.75
2011	**B702**	1,816		1,825	$ 690.59
2005	**R755**	15,594		15,714	$ 1,602.17
1999	**S701**			130,305	
2007	**C701**			85,658	
1989	**E703**	Reserve	For Sale	116,957	

MONTHLY REPORT JUNE 2016

OVILLA FIRE DEPARTMENT

STAFFING REPORT

- 7 days a week we have 2 - 24 hour position (0800 - 0800)
- 5 days a week we have 1 - 12 hour position (0800 - 2000)
- These positions were 100% filled this month

- 7 nights a week we have 1 - 12 hour volunteer shift (2000 - 0800)
- 2 days on the weekend we have 1 - 12 hour shift that is covered by volunteers (0800 - 2000)
- 21 / 38 Volunteer shifts had to be covered by paid personnel to have 3 per shift
- 2 / 8 weekend day shifts were worked by a volunteer and the other 6 were by paid.

From the Deputy Chief / Fire Marshal

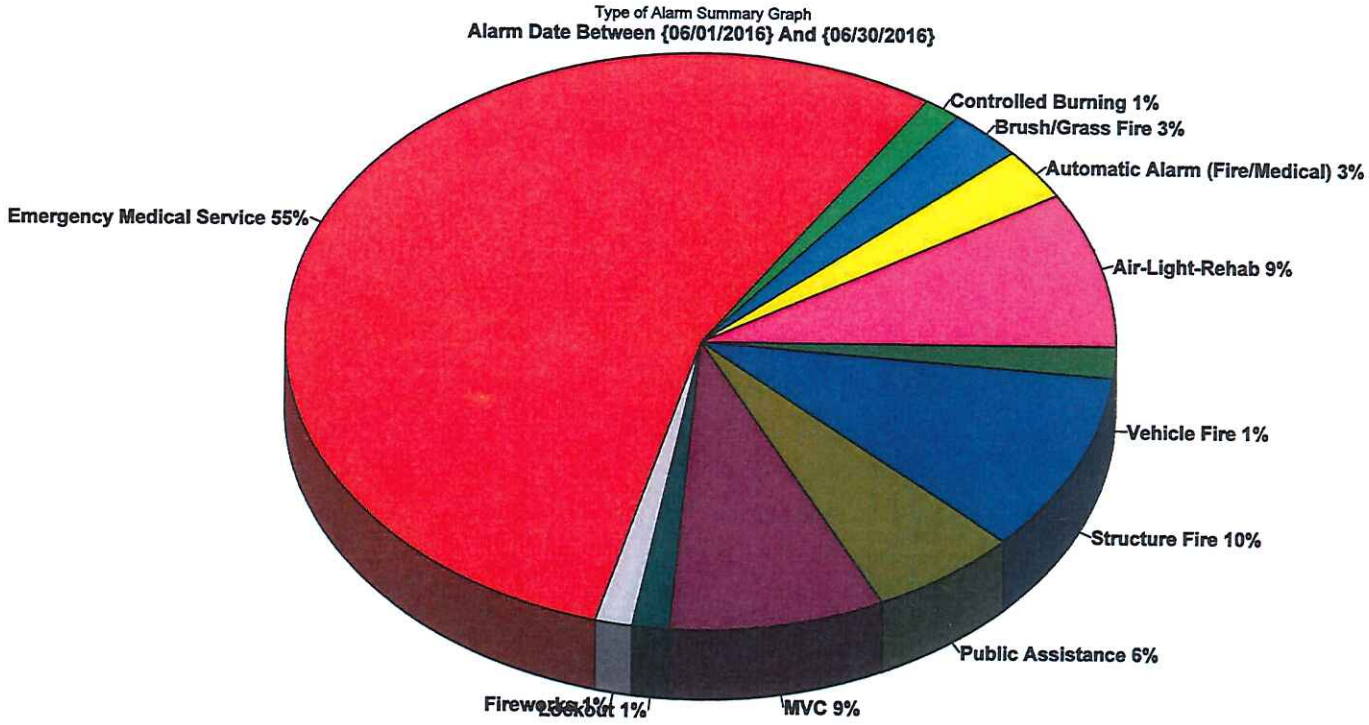
2 - Consultation
4 - Meetings
Fireworks Code Enforcement
Training with Volunteer Recruits
CQI Reports

Fire Department News For the Month

1. 7 new volunteers training weekly
2. C-701 responded to or was available for support = 21 calls.
3. C-702 responded to or was available for support = 21 calls.
4. Moved 2 Volunteers over to Paid to help fill Staffing at night and on the weekends
5. Attended Monthly ESD #2 and ESD #4 Meeting
6. New Engine is coming along great and should still be complete in middle of August
7. Current staffing, 2-Chiefs, 5-Captains, 26-Part Time Firefighters, 12-Volunteer Firefighters

MONTHLY REPORT JUNE 2016

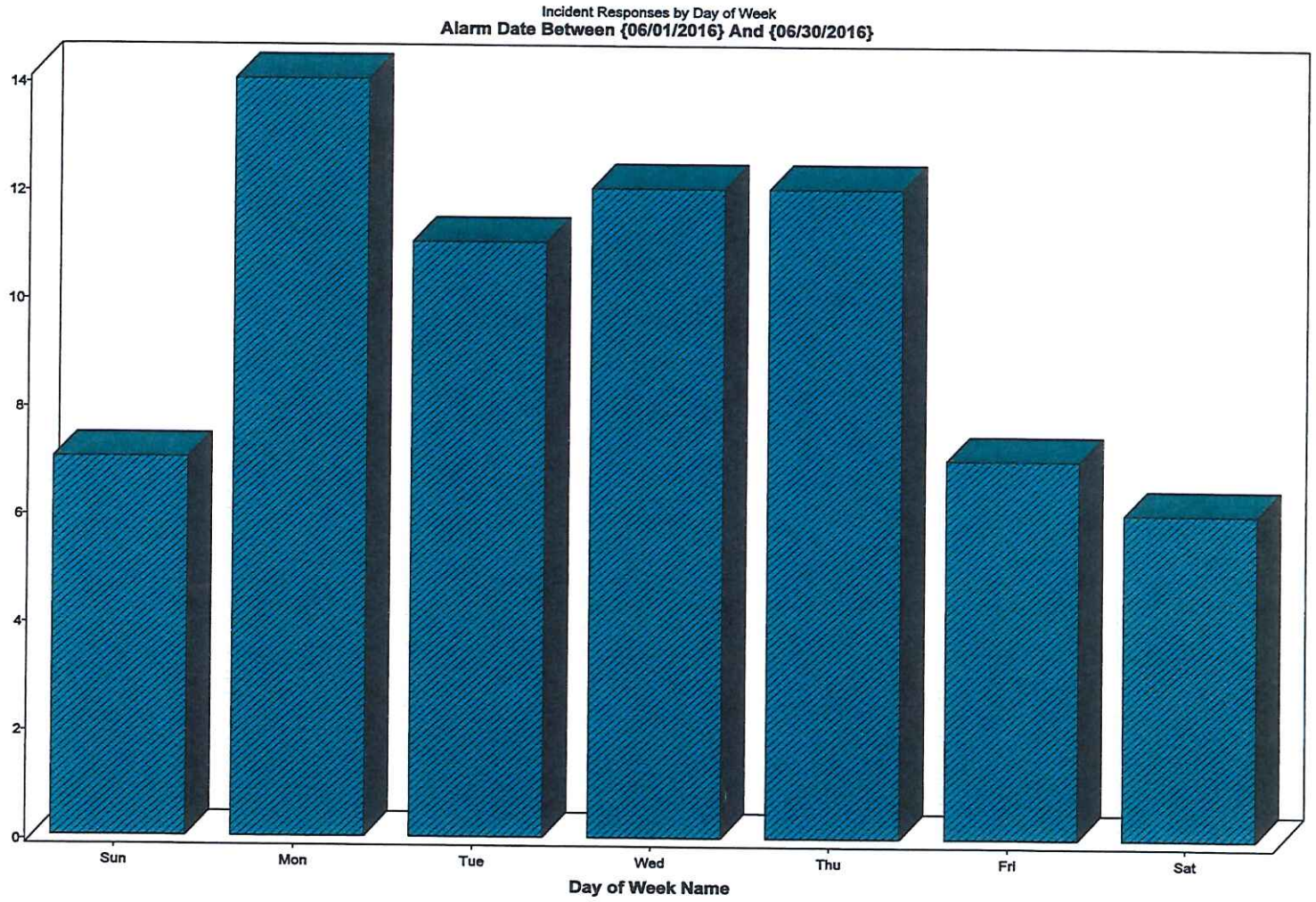
OVILLA FIRE DEPARTMENT



MONTHLY REPORT JUNE 2016

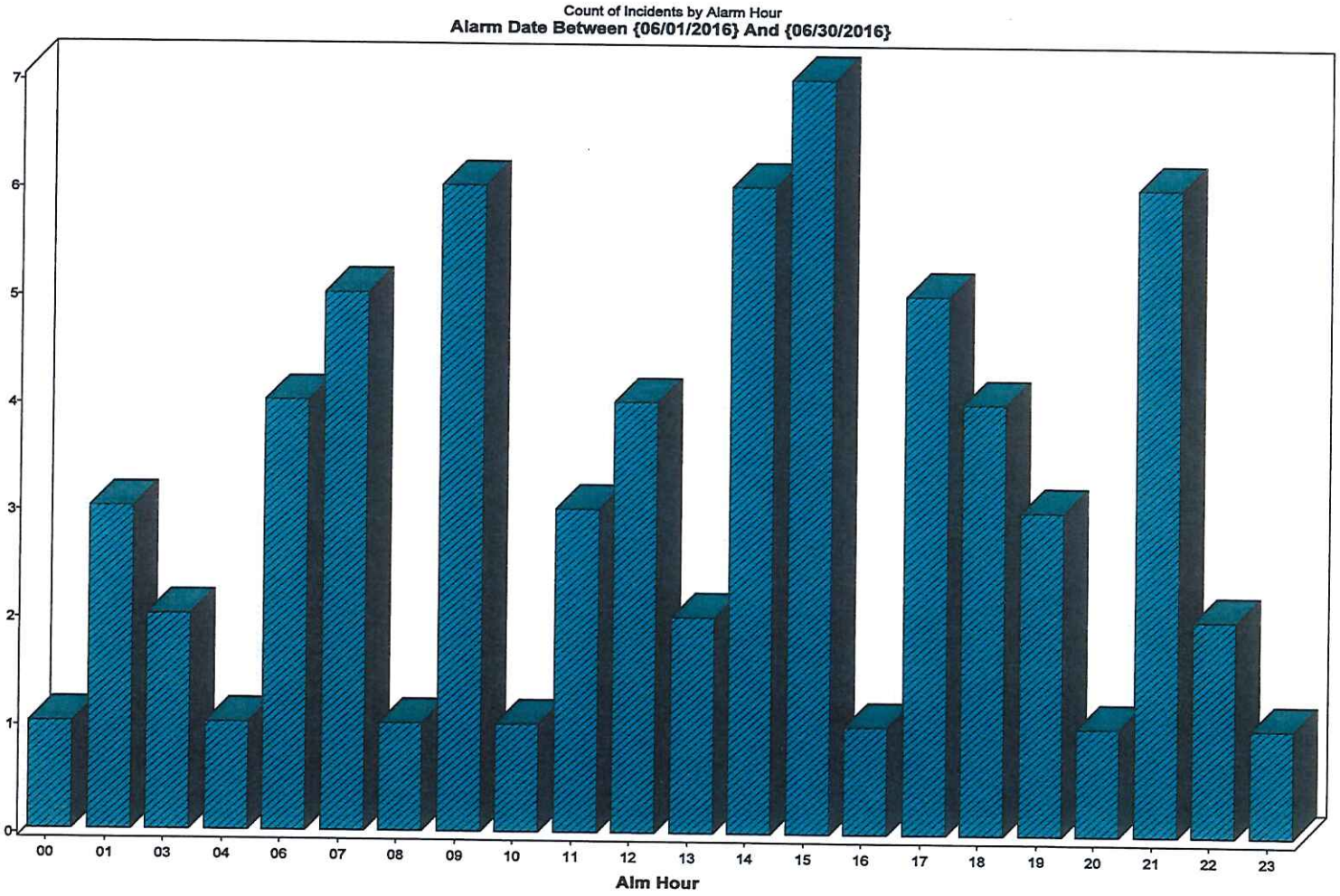
OVILLA FIRE DEPARTMENT

MONTHLY REPORT JUNE 2016



OVILLA FIRE DEPARTMENT

MONTHLY REPORT JUNE 2016



OVILLA FIRE DEPARTMENT

TRAINING ACTIVITY

MONTHLY REPORT JUNE 2016

OVILLA FIRE DEPARTMENT

CALL ACTIVITY

MONTHLY REPORT JUNE 2016

Date: July 7, 2016

TO: Honorable Mayor and City Council Members

FROM: Brad Piland Public Works Director

TOPIC: Public Works Monthly Report for June 2016

- Sewer Lift Station Repairs-
  - Pulled pump 1 at Highland Meadows Lift Station
  - Removed pump 1 from Cumberland
  - Completed work on Cumberland Lift Station

- Read water meters, serviced disconnects and reconnects
- Replaced meters
  - 302 Thorntree,744 Cockrell Hill, 105 Holly
- Street Repairs: Winding Way, Ovilla Oaks Drive, Willow Creek, Northwood & Cockrell Hill
- Assisted Ellis County with Cockrell Hill Rd
- Located water lines Westmoreland & 664
- Repaired and replaced 25 mph sings
- Updated marquee as needed
- Daily water maintenance residual and pressure tests
- New water service tap and road bore Willow Creek

- Tree and grass maintenance:
  - Heritage Park
  - Silver Spur Park
  - Baseball fields and Cindy Jones Park
  - Installed boarder & EWF
  - Assisted Code Enforcement with mowing properties
- Repaired water leaks
  - Water Street

❖ Jimmy Bryan -
  - Serviced PD Units: 102,104,105
  - Service 2008 Chev public works truck

**Flushed Hydrants

- Collected water samples for TCEQ reporting
- Water Maintenance – routine flushing of mains and hydrants
- Meter box repairs and replaced lids as needed

**Watered plants at City Hall and park

City of Ovilla

FOUNDED IN 1844

DATE: July 11, 2016

TO: Honorable Mayor and Council Members

FROM:
Linda Harding, Accountant

SUBJECT: Financial Statements Through May 2016

City of Ovilla General Fund
Actual vs Budget Review
October 2015 through May 2016

	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
Revenues					
4000100 · Taxes					
4000105 · Ad Valorem, Current	5,288	1,451,075	1,481,056	(29,981)	98%
4000110 · Ad Valorem, Delinquent	607	4,800	12,366	(7,566)	39%
4000113 · Interest/Penalties - Prop Tax	160	4,739	4,833	(94)	98%
4000120 · Sales Tax	19,266	128,477	188,676	(60,200)	68%
4000125 · Sales Tax - Street Improvement	4,816	32,119	47,919	(15,800)	67%
4000130 · Franchise Tax	11,734	59,318	150,000	(90,682)	40%
Total 4000100 · Taxes	41,871	1,680,529	1,884,850	(204,321)	89%
4000200 · Licenses and Permits					
4000208 · Building Permits					
4000210 · Residential Building Permits	2,713	12,268	100,000	(87,732)	12%
4000213 · Fire Inspection Permits	0	5,250	7,150	(1,900)	73%
4000212 - Commercial Building Permits	0	0	2,968	(2,968)	0%
4000214 · Misc Building Permits	1,581	15,551	16,070	(519)	97%
Total 4000208 · Building Permits	4,294	33,069	126,188	(93,119)	26%
4000230 · Plan Review Fee	903	10,018	26,940	(16,922)	37%
4000260 · Alarm Permits	210	1,729	2,400	(671)	72%
4000270 · Animal Tag Fees	173	2,335	2,900	(565)	81%
4000272 · Impound Fees	160	1,765	1,700	65	104%
4000290 · Misc Licenses and Permits	210	885	1,000	(115)	89%
Total 4000200 · Licenses and Permits	5,950	49,800	161,128	(111,328)	31%
4000400 · Charges for Services					
4000325 · ESD #2	0	113,500	160,000	(46,500)	71%
4000330 · ESD #4	18,543	37,086	55,628	(18,542)	67%
4000411 · Copies and Maps	11	39	100	(62)	39%
4000415 · Police Reports	0	42	150	(108)	28%
4000420 · Park Lights	0	0	1,000	(1,000)	0%

City of Ovilla General Fund
Actual vs Budget Review
October 2015 through May 2016

	Current	Year to Date		$ Over (Under)	% of Budget Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
4000440 · Oak Leaf Animal Control	320	1,370	1,600	(230)	86%
4000450 · Subdivision Fees	220	14,220	14,000	220	102%
4000480 · Solid Waste (Garbage)	21,581	158,975	253,793	(94,818)	63%
4000485 · 50/50 Sidewalk Program	0	2,756	5,000	(2,244)	55%
4000490 · Misc Charges for Services	833	3,536	4,500	(965)	79%
Total 4000400 · Charges for Services	41,507	331,522	495,771	(164,249)	67%
4000500 · Fines and Forfeitures					
4000535 · Omni Warrant Revenue	67	1,411	800	611	176%
4000510 · Fines - Police	15,428	106,255	112,000	(5,745)	95%
4000520 · Fines - Animal Control	0	266	1,000	(734)	27%
4000525 · Fines - Code Enforcement	25	5,246	9,330	(4,084)	56%
4000550 · Municipal Court Technology	344	2,313	1,300	1,013	178%
4000551 · Municipal Court Security	258	1,735	1,000	735	173%
4000590 · Misc Fines and Forfeitures	0	6	400	(394)	1%
Total 4000500 · Fines and Forfeitures	16,122	117,232	125,830	(8,598)	93%
4000800 · Other Revenue					
4000810 · Heritage Day	0	4,260	19,000	(14,740)	22%
4000818 · Leose Proceeds	0	1,155	1,165	(10)	99%
4000820 · Water Tower Lease	3,496	68,800	100,000	(31,200)	69%
4000840 · Interest Earned	1,014	5,837	6,000	(163)	97%
4000870 · Insurance Proceeds	0	19,467	35,000	(15,533)	56%
4000885 · Proceeds from Sale of Assets	15,511	14,111	20,000	(5,889)	71%
4000887 · HOA Revenue	0	1,015	1,015	0	100%
4000890 · Misc Other Revenue	5,387	7,610	4,000	3,610	190%
Total 4000800 · Other Revenue	25,408	122,255	186,180	(63,925)	66%
4000900 · Transfers In					
4000925 · Admin.Rev. received from 4B-EDC	0	1,250	2,500	(1,250)	50%
4000930 · Admin. Rev. Rec. From W&S Fund	0	45,644	92,583	(46,940)	49%

City of Ovilla General Fund
Actual vs Budget Review
October 2015 through May 2016

	Current	Year to Date		$ Over (Under)	% of Budget Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
4000940 · Admin.Rev. Rec. from MDD Fund	0	250	500	(250)	50%
4000990 · Reduction in Fund Balance	0	0	711,707	(711,707)	0%
Total Revenues	130,858	2,348,482	3,661,049	(1,312,567)	64%
Gross Resources	130,858	2,348,482	3,661,049	(1,312,567)	64%
Expenditures					
10 · Administration					
5101100 · Salaries & Wages					
5101110 · City Administrator	6,782	45,795	61,800	(16,005)	74%
5101115 · City Secretary	4,202	29,659	39,398	(9,739)	75%
5101117 · City Accountant	3,917	27,591	37,080	(9,489)	74%
5101120 · Admin. Support	2,357	16,601	22,308	(5,707)	74%
5101180 · Merit Raises, Staff	0	0	8,706	(8,706)	0%
Total 5101100 · Salaries & Wages	17,259	119,647	169,292	(49,645)	71%
5101400 · Support Staff					
5101490 · Overtime	0	66	625	(559)	11%
Total 5101400 · Support Staff	0	66	625	(559)	11%
5102100 · Employee Benefits					
5102110 · Group Insurance	2,649	17,882	32,665	(14,783)	55%
5102135 · TMRS	1,536	12,987	19,892	(6,905)	65%
5102160 · Worker's Compensation	0	482	790	(308)	61%
5102170 · Payroll Taxes	235	1,984	3,238	(1,254)	61%
5102180 · Unemployment Taxes	0	2,790	2,790	0	100%
5102196 · Indiv. Membership Dues	40	473	1,800	(1,327)	26%
Total 5102100 · Employee Benefits	4,460	36,599	61,175	(24,576)	60%
5102200 · Special Services					
5102210 · Tax Assessing & Collecting Fees	0	0	1,570	(1,570)	0%

City of Ovilla General Fund
Actual vs Budget Review
October 2015 through May 2016

	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
5102220 · Tax Appraisal Fee	3,749	11,061	14,000	(2,939)	79%
5102230 · Legal Fees	921	11,436	25,000	(13,564)	46%
5102240 · Audit	0	7,150	7,150	0	100%
5102250 · Accounting	0	474	2,000	(1,526)	24%
5102260 · Engineering Fees	853	7,409	5,000	2,409	148%
Total 5102200 · Special Services	5,524	37,531	54,720	(17,189)	69%
5102300 · Contractual Services					
5102310 · Consultant Fees	3,347	4,883	20,000	(15,117)	24%
Total 5102300 · Contractual Services	3,347	4,883	20,000	(15,117)	24%
5102500 · Operating Services					
5102530 · Custodial Service Contract	344	2,752	4,128	(1,376)	67%
5102540 · IT - Computer Maintenance	3,652	18,095	27,740	(9,645)	65%
Total 5102500 · Operating Services	3,996	20,847	31,868	(11,021)	65%
5102600 · Special Expenses					
5102610 · Election - Payroll	0	0	0	0	0%
5102620 · Election - Supplies	0	230	230	(0)	100%
5102630 · Election Meeting Expense	0	0	0	0	0%
5102650 · Codification Book Update	0	2,035	4,100	(2,065)	50%
Total 5102600 · Special Expenses	0	2,265	4,330	(2,065)	52%
5103100 · General Supplies					
5103110 · Office Supplies	305	3,650	8,000	(4,350)	46%
5103140 · Uniforms	0	0	250	(250)	0%
Total 5103100 · General Supplies	305	3,650	8,250	(4,600)	44%
5103400 · Maintenance Supplies / Parts					
5103410 · Supplies - Custodial	56	850	1,500	(650)	57%

City of Ovilla General Fund
Actual vs Budget Review
October 2015 through May 2016

	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
5103440 · Maintenance Agreement Expense	0	135	400	(265)	34%
5103460 · Miscellaneous	61	358	200	158	179%
Total 5103400 · Maintenance Supplies / Parts	117	1,343	2,100	(757)	64%
5104200 · Travel Expenses					
5104210 · Travel - Local	285	318	500	(182)	64%
5104220 · Professional Development	0	1,492	5,000	(3,508)	30%
5104222 · Professional Develop - Council	473	473	1,200	(727)	39%
5104225 · City Council Meal Expense	0	183	1,400	(1,217)	13%
5104230 · Professional Develop - In-House	0	0	500	(500)	0%
Total 5104200 · Travel Expenses	758	2,466	8,600	(6,134)	29%
5105200 · Data Processing Expenses					
5105230 · Data Proc-Maintenance & Repair	0	884	885	(1)	100%
5105240 · Data Processing - Software	0	7,546	13,300	(5,754)	57%
Total 5105200 · Data Processing Expenses	0	8,430	14,185	(5,755)	59%
5105300 · Printing Expense					
5105310 · Copier Expense	440	2,263	3,300	(1,037)	69%
5105320 · Printing - Newsletters	0	2,248	6,000	(3,752)	37%
5105330 · Printing - Forms	0	528	1,500	(972)	35%
Total 5105300 · Printing Expense	440	5,039	10,800	(5,761)	47%
5105400 · Utilities					
5105410 · Telephone	109	874	1,400	(526)	62%
5105415 · Cellular Phone	122	972	2,680	(1,708)	36%
5105417 · Internet	101	807	1,609	(802)	50%
5105420 · Wireless Cards	76	608	1,100	(492)	55%
5105450 · Electricity	324	2,440	4,635	(2,195)	53%
Total 5105400 · Utilities	731	5,700	11,424	(5,724)	50%

City of Ovilla General Fund
Actual vs Budget Review
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	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
5105500 · Repairs & Bldg Improvements					
5105520 · Repairs - Buildings	1,558	4,889	4,000	889	122%
5105540 · Repairs - Machinery & Equipment	0	540	500	40	108%
5105590 · Repairs - Other	0	486	500	(14)	97%
Total 5105500 · Repairs & Bldg Improvements	1,558	5,915	5,000	915	118%
5105600 · Insurance					
5105610 · Insurance - Property	0	832	1,110	(278)	75%
5105620 · Insurance - Liability	0	903	1,205	(302)	75%
5105630 · Insurance - Fidelity Bond	0	300	300	0	100%
5105635 · Public Officials Surety Bonds	0	100	1,000	(900)	10%
Total 5105600 · Insurance	0	2,134	3,615	(1,481)	59%
5105700 · Other Expenses					
5105756 · FM 664	0	23,928	24,000	(72)	100%
5105705 · Postage	625	4,529	7,000	(2,471)	65%
5105710 · Cash - Over/Short	0	0	10	(10)	0%
5105725 · Records Management Expense	7,130	7,130	7,167	(37)	99%
5105730 · City - Memberships	440	1,780	2,500	(720)	71%
5105740 · Legal Notices/Advertisement	1,085	5,175	9,000	(3,825)	57%
5105752 · Employment Screening	0	42	400	(358)	11%
5105760 · Bank Service Charge	0	81	60	21	135%
5105764 · Filing Fees	34	59	500	(441)	12%
5105765 · Miscellaneous	213	1,849	2,767	(918)	67%
Total 5105700 · Other Expenses	9,526	44,573	53,404	(8,831)	83%
5106400 · Minor Capital Outlay					
5106440 · Machinery & Equipment	0	0	2,000	(2,000)	0%
5106465 · Furniture	0	1,580	1,700	(120)	93%

City of Ovilla General Fund
Actual vs Budget Review
October 2015 through May 2016

	Current	Year to Date		$ Over (Under)	% of Budget Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
Total 5106400 · Minor Capital Outlay	0	1,580	3,700	(2,120)	43%
5107400 - Capitalized Assets					
5107420 - Buildings	0		35,000	(35,000)	0%
Total 5107400 - Capitalized Assets	0	0	35,000	(35,000)	0%
5109000 · Reserves					
Total 5109000 · Reserves	0	0	5,096	(5,096)	0%
Total 10 · Administration	48,021	302,667	503,184	(200,517)	60%
20 · Police					
5201100 · Salaries & Wages					
5201120 · Police Chief	5,385	45,769	70,000	(24,231)	65%
5201143 · Command Staff	4,120	35,020	52,000	(16,980)	67%
5201150 · Certification Pay	92	854	2,400	(1,546)	36%
5201180 · Merit Raises - Staff	0	0	3,660	(3,660)	0%
Total 5201100 · Salaries & Wages	9,597	81,643	128,060	(46,417)	64%
5201400 · Support Salaries					
5201405 · Support Staff	2,142	18,210	27,040	(8,830)	67%
5201410 · Patrol	18,531	142,811	268,590	(125,779)	53%
5201412 - Patrol Part Time	900	8,475	20,500	(12,025)	41%
5201415 · Certification Pay	69	589	1,636	(1,047)	36%
5201480 · Merit Raises	0	0	1,281	(1,281)	0%
5201490 · Overtime	537	10,094	16,600	(6,506)	61%
Total 5201400 · Support Salaries	22,180	180,178	335,647	(155,469)	54%
5202100 · Employee Benefits					
5202110 · Group Insurance	4,012	42,788	76,313	(33,525)	56%
5202135 · TMRS	2,530	22,302	38,775	(16,473)	58%
5202160 · Worker's Compensation	0	8,839	11,126	(2,287)	79%

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	Current	Year to Date		$ Over (Under)	% of Budget Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
5202170 · Payroll Taxes	481	4,304	7,926	(3,622)	54%
5202196 · Membership Dues	0	235	315	(80)	75%
Total 5202100 · Employee Benefits	7,023	78,468	134,455	(55,987)	58%
5202300 · Contractual Services					
5202355 · Contract Labor - Individual	0	0	500	(500)	0%
5202356 · Gingerbread House	0	1,000	1,000	0	100%
5202380 · Dispatch	0	14,525	14,525	0	100%
5202385 · Jail Expense	1,000	1,000	1,000	0	100%
5202390 - Special Response Team	7,500	7,500	8,500	(1,000)	88%
5202395 - Contractual Services Other	0	0	1,000	(1,000)	0%
Total 5202300 · Contractual Services	8,500	24,025	26,525	(2,500)	91%
5202500 · Operating Services					
5202530 · Custodial Service Contract	235	1,880	2,820	(940)	67%
5202540 · Computer Maintenance	126	126	1,150	(1,024)	11%
5202560 · Internet Subsciptions	0	0	900	(900)	0%
Total 5202500 · Operating Services	361	2,006	4,870	(2,864)	41%
5202600 · Special Expenses					
5202675 · National Night Out	0	0	500	(500)	0%
Total 5202600 · Special Expenses	0	0	500	(500)	0%
5203100 · General Supplies					
5203110 · Office Supplies	86	718	1,400	(682)	51%
5203140 · Uniforms	2,350	4,770	9,000	(4,230)	53%
5203170 · Evidence Gathering	59	277	700	(423)	40%
Total 5203100 · General Supplies	2,495	5,765	11,100	(5,335)	52%
5203400 · Maintenance Supplies & Parts					

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October 2015 through May 2016

	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
5203410 · Supplies - Custodial	0	286	600	(314)	48%
Total 5203400 · Maintenance Supplies & Parts	0	286	600	(314)	48%
5204200 · Travel Expenses					
5204210 · Travel - Local	0	541	1,000	(459)	54%
5204220 · Professional Development	0	1,049	3,750	(2,701)	28%
5204225 · Professional Dev - LEOSE	0	565	2,000	(1,435)	28%
5204235 - Ammo	0	0	1,000	(1,000)	0%
5204270 · Vehicle Expenses	1,483	9,622	24,000	(14,378)	40%
Total 5204200 · Travel Expenses	1,483	11,776	31,750	(19,974)	37%
5205200 · Data Processing Expenses					
5205240 · Data Processing - Software	0	17,851	18,000	(149)	99%
Total 5205200 · Data Processing Expenses	0	17,851	18,000	(149)	99%
5205300 · Printing Expenses					
5205310 · Copier Expense	84	675	1,500	(825)	45%
5205330 · Printing - Forms	0	150	300	(150)	50%
5205350 · Printing - Other	0	177	400	(223)	44%
Total 5205300 · Printing Expenses	84	1,002	2,200	(1,198)	46%
5205400 · Utilities					
5205410 · Telephone	109	874	1,600	(726)	55%
5205415 · Cellular Phone	106	850	1,350	(500)	63%
5205417 · Internet - PD	101	807	1,610	(803)	50%
5205420 · Wireless Cards	228	1,824	2,750	(926)	66%
5205450 · Electricity	214	2,554	4,500	(1,946)	57%
Total 5205400 · Utilities	759	6,908	11,810	(4,902)	58%
5205500 · Repairs & Building Improvements					

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October 2015 through May 2016

	Current	Year to Date		$ Over (Under)	% of Budget Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
5205520 · Repairs - Building	923	942	13,032	(12,090)	7%
5205540 · Repairs- Machinery & Equipment	70	70	1,200	(1,130)	6%
5205550 · Repairs - Vehicles	504	3,955	8,000	(4,045)	49%
Total 5205500 · Repairs & Building Improvements	1,497	4,967	22,232	(17,265)	22%
5205600 · Insurance					
5205610 · Insurance - Property	0	1,236	1,650	(414)	75%
5205620 · Insurance - Liability	0	4,135	5,515	(1,380)	75%
5205640 · Insurance - Vehicle	0	1,822	2,430	(608)	75%
Total 5205600 · Insurance	0	7,193	9,595	(2,402)	75%
5205700 · Other Expenses					
5205742 · Public Relations	0	87	200	(113)	43%
5205752 · Employment Screeing	0	900	1,550	(650)	58%
5205765 · Miscellaneous	32	332	1,620	(1,288)	21%
Total 5205700 · Other Expenses	32	1,319	3,370	(2,051)	39%
5206400 · Minor Capital Outlay					
5206440 · Machinery & Equipment	0	5,166	5,424	(258)	95%
5206445 · Personal Protective Equipment	695	1,295	2,600	(1,305)	50%
5206450 · Vehicles	0	46,980	82,000	(35,020)	57%
Total 5206400 · Minor Capital Outlay	695	53,441	90,024	(36,583)	59%
Total 20 · Police	54,705	476,830	830,738	(353,908)	57%
25 · Municipal Court					
5251100 · Salaries & Wages					
5251140 · Municipal Judge	585	4,680	7,000	(2,320)	67%
Total 5251100 · Salaries & Wages	585	4,680	7,000	(2,320)	67%
5251400 · Support Staff					

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October 2015 through May 2016

	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
5251405 · Support Staff	2,590	22,018	32,692	(10,674)	67%
5251420 · Jury Fees	0	0	200	(200)	0%
5251425 · City Prosecutor	510	3,777	8,500	(4,723)	44%
5251480 · Merit Raises	0	0	981	(981)	0%
5251490 · Overtime	55	364	1,400	(1,036)	26%
Total 5251400 · Support Staff	3,155	26,160	43,773	(17,613)	60%
5252100 · Employee Benefits					
5252110 · Group Insurance	662	4,636	8,166	(3,530)	57%
5252135 · TMRS	235	1,996	3,000	(1,004)	67%
5252160 · Worker's Compensation	0	139	186	(47)	75%
5252170 · Payroll Taxes	38	325	488	(163)	67%
5252196 - Membership Dues	0	0	100	(100)	0%
Total 5252100 · Employee Benefits	936	7,095	11,940	(4,845)	59%
5252300 · Contractual Services					
5252375 · Comptroller - Warratn Fees	0	27,636	34,270	(6,634)	81%
Total 5252300 · Contractual Services	0	27,636	34,270	(6,634)	81%
5252500 · Operating Services					
5252540 · Computer Maintenance	0	0	75	(75)	0%
Total 5252500 · Operating Services	0	0	75	(75)	0%
5253100 · General Supplies					
5253110 · Office Supplies	0	160	150	10	107%
5253140 · Uniforms	0	0	50	(50)	0%
Total 5253100 · General Supplies	0	160	200	(40)	80%
5254200 · Travel Expenses					
5254210 · Travel - Local	0	0	25	(25)	0%

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Actual vs Budget Review
October 2015 through May 2016

	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
Total 5254200 · Travel Expenses	0	0	25	(25)	0%
5255200 · Data Processing Expenses					
5255240 · Data Processing - SW Maint.	0	1,953	1,955	(2)	100%
Total 5255200 · Data Processing Expenses	0	1,953	1,955	(2)	100%
5255300 · Printing Expense					
5255350 · Printing - Other	0	524	800	(276)	66%
Total 5255300 · Printing Expense	0	524	800	(276)	66%
5255600 · Insurance					
5255620 · Insurance - Liability	0	256	341	(85)	75%
Total 5255600 · Insurance	0	256	341	(85)	75%
5255700 · Other Expenses					
5255765 · Miscellaneous	0	0	100	(100)	0%
5255768 · Collection Agency Fees	0	5,032	6,000	(968)	84%
5255772 · Warrant Fee - Omni	0	2,426	2,000	426	121%
Total 5255700 · Other Expenses	0	7,458	8,100	(642)	92%
Total 25 · Municipal Court	4,676	75,922	108,479	(32,557)	70%
30 · Fire					
5301100 · Salaries & Wages					
5301125 · Fire Chief	2,924	24,857	36,909	(12,052)	67%
5301135 · Deputy Chief/Fire Mayshall	1,648	13,812	20,000	(6,188)	69%
5301140 · Fire Captains	3,767	40,153	97,246	(57,093)	41%
5301180 · Merit Raises - Staff	0	0	4,624	(4,624)	0%
Total 5301100 · Salaries & Wages	8,340	78,822	158,779	(79,957)	50%
5301400 · Support Salaries					

City of Ovilla General Fund
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October 2015 through May 2016

	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
5301440 · Firefighters	19,677	163,777	230,246	(66,469)	71%
5301480 · Merit Raises	0	0	6,907	(6,907)	0%
5301485 · Volunteer Incentive Program	1,433	10,525	15,600	(5,075)	67%
Total 5301400 · Support Salaries	21,109	174,302	252,753	(78,451)	69%
5302100 · Employee Benefits					
5302135 · TMRS	260	2,271	3,387	(1,116)	67%
5302137 · Volunteer Retirement	108	432	500	(68)	86%
5302160 · Worker's Compensation	0	8,106	9,984	(1,878)	81%
5302170 · Payroll Taxes	1,962	16,980	28,154	(11,174)	60%
5302196 · Membership Dues	0	2,194	1,900	294	115%
Total 5302100 · Employee Benefits	2,330	29,982	43,925	(13,943)	68%
5302300 · Contractual Services					
5302310 · Consultant Fees	0	1,500	1,500	0	100%
5302380 · Dispatch	0	14,525	14,525	0	100%
5302385 · Emergency Transport Service	0	47,669	66,257	(18,588)	72%
Total 5302300 · Contractual Services	0	63,694	82,282	(18,588)	77%
5302500 · Operating Services					
5302510 · Maintenance Agreements	330	4,185	10,000	(5,815)	42%
5302540 · Computer Maintenance	126	739	2,500	(1,761)	30%
5302570 · Warning System Maintenance	0	780	780	0	100%
5302580 · Generator Maintenance	1,379	2,081	2,120	(39)	98%
Total 5302500 · Operating Services	1,835	7,785	15,400	(7,615)	51%
5302600 · Special Expenses					
5302675 · National Night Out	0	0	350	(350)	0%
Total 5302600 · Special Expenses	0	0	350	(350)	0%

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October 2015 through May 2016

	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
5303100 · General Supplies					
5303110 · Office Supplies	20	589	1,600	(1,011)	37%
5303140 · Uniforms	0	3,109	5,000	(1,891)	62%
5303160 · Medical Supplies	549	2,290	8,000	(5,710)	29%
5303165 · Medical Support	1	440	1,000	(560)	44%
5303170 · Evidence Gathering	0	0	50	(50)	0%
5303175 · Education Aids	0	0	50	(50)	0%
Total 5303100 · General Supplies	570	6,428	15,700	(9,272)	41%
5303400 · Maintenance Supplies & Parts					
5303410 · Supplies - Custodial	367	1,267	2,500	(1,234)	51%
5303420 · Building Alarm Maintenance	0	420	420	0	100%
Total 5303400 · Maintenance Supplies & Parts	367	1,687	2,920	(1,234)	58%
5304200 · Travel Expenses					
5304220 · Professional Development	1,322	5,459	6,300	(841)	87%
5304270 · Vehicle Expenses	762	4,225	9,665	(5,440)	44%
Total 5304200 · Travel Expenses	2,083	9,684	15,965	(6,281)	61%
5305200 · Data Processing Expenses					
5305230 · Data Proc-Maintenance & Repair	0	0	500	(500)	0%
5305240 · Data Processing - Software	0	4,314	2,850	1,464	151%
Total 5305200 · Data Processing Expenses	0	4,314	3,350	964	129%
5305300 · Printing Expense					
5305310 · Copier Expense	255	2,018	3,100	(1,082)	65%
5305330 · Printing - Forms	0	0	100	(100)	0%
Total 5305300 · Printing Expense	255	2,018	3,200	(1,182)	63%
5305400 · Utilities					

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	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
5305410 · Telephone	239	1,844	2,350	(506)	78%
5305415 · Cellular Phone	104	464	1,237	(773)	37%
5305417 · Internet - Fire Dept.	329	2,630	4,345	(1,715)	61%
5305430 · Natural Gas	50	1,249	2,400	(1,151)	52%
5305450 · Electricity	423	3,195	5,562	(2,367)	57%
Total 5305400 · Utilities	1,145	9,381	15,894	(6,513)	59%
5305500 · Repairs & Bldg Improvements					
5305520 · Repairs - Building	33	3,014	2,800	214	108%
5305540 · Repairs - Machinery & Equipment	40	4,846	19,000	(14,154)	26%
5305545 · Repairs - Apparatus	29	8,725	12,000	(3,275)	73%
5305550 · Repairs - Vehicles	-136	2,425	3,500	(1,075)	69%
Total 5305500 · Repairs & Bldg Improvements	-34	19,011	37,300	(18,289)	51%
5305600 · Insurance					
5305620 · Insurance - Liability	0	3,327	5,660	(2,333)	59%
5305640 · Insurance - Vehicle	0	7,100	10,415	(3,315)	68%
Total 5305600 · Insurance	0	10,427	16,075	(5,648)	65%
5305700 · Other Expenses					
5305705 · Postage	0	47	50	(3)	95%
5305752 · Employment Screening	26	300	500	(200)	60%
5305765 · Flags & Miscellaneous	0	0	100	(100)	0%
Total 5305700 · Other Expenses	26	347	650	(303)	53%
5306400 · Minor Capital Outlay					
5306440 · Machinery & Equipment	0	4,716	10,300	(5,584)	46%
5306445 · Personal Protective Equipment	0	10,197	20,247	(10,050)	50%
Total 5306400 · Minor Capital Outlay	0	14,913	30,547	(15,634)	49%
Total 30 · Fire	38,026	432,796	695,090	(262,294)	62%
40 · Community Services					

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	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
5401100 · Salaries & Wages					
5401135 · ACO/Code Enforcement Officer	3,566	30,248	45,000	(14,752)	67%
5401180 · Merit Raises - Staff	0	0	1,350	(1,350)	0%
5401190 · Overtime	652	5,267	7,500	(2,233)	70%
Total 5401100 · Salaries & Wages	4,218	35,514	53,850	(18,336)	66%
5402100 · Employee Benefits					
5402110 · Group Insurance	350	2,800	6,177	(3,377)	45%
5402135 · TMRS	380	3,202	4,011	(809)	80%
5402160 · Worker's Compensation	0	287	310	(23)	93%
5402170 · Payroll Taxes	67	561	653	(92)	86%
5402190 · License	0	165	625	(460)	26%
Total 5402100 · Employee Benefits	796	7,015	11,776	(4,761)	60%
5402300 · Contractual Services					
5402315 · Contract Building Inspections	2,916	28,958	115,000	(86,042)	25%
5402370 · Impound Fees	100	1,500	2,300	(800)	65%
Total 5402300 · Contractual Services	3,016	30,458	117,300	(86,842)	26%
5402600 · Special Expenses					
5402680 · Environmental Testing	0	520	2,300	(1,780)	23%
5402685 · Clean up Day	36	36	100	(64)	36%
Total 5402600 · Special Expenses	36	556	2,400	(1,844)	23%
5403100 · General Supplies					
5403110 · Office Supplies	0	0	50	(50)	0%
5403120 · Animal Care	0	0	150	(150)	0%
5403122 · Pet Supplies	120	496	600	(104)	83%
5403140 · Uniforms	150	424	600	(176)	71%
Total 5403100 · General Supplies	270	919	1,400	(481)	66%

City of Ovilla General Fund
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
5403400 · Maintenance Supplies & Parts					
5403460 · Miscellaneous	0	28	200	(172)	14%
Total 5403400 · Maintenance Supplies & Parts	0	28	200	(172)	14%
5404200 · Travel Expenses					
5404210 · Travel - Local	0	0	25	(25)	0%
5404220 · Professional Development	40	72	200	(128)	36%
5404270 · Vehicle Expenses	91	646	3,000	(2,354)	22%
Total 5404200 · Travel Expenses	131	718	3,225	(2,507)	22%
5405200 · Data Processing Expenses					
5405230 · Data Proc-Maintenance & Repairs	0	0	1,080	(1,080)	0%
Total 5405200 · Data Processing Expenses	0	0	1,080	(1,080)	0%
5405300 · Printing Expense					
5405330 · Printing - Forms	0	397	400	(3)	99%
Total 5405300 · Printing Expense	0	397	400	(3)	99%
5405400 · Utilities					
5405415 · Cellular Phone	89	716	950	(234)	75%
Total 5405400 · Utilities	89	716	950	(234)	75%
5405600 · Insurance					
5405610 · Insurance - Property	0	6	9	(3)	67%
5405620 · Insurance - Liability	0	172	230	(58)	75%
5405640 · Insurance - Vehicle	0	203	230	(27)	88%
Total 5405600 · Insurance	0	381	469	(88)	81%
5405700 · Other Expenses					
5405765 · Miscellaneous	0	30	100	(70)	30%

City of Ovilla General Fund
Actual vs Budget Review
October 2015 through May 2016

	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
Total 5405700 · Other Expenses	0	30	100	(70)	30%
5406400 · Minor Capital Outlay					
5406440 · Machinery & Equipment	0	217	1,000	(783)	22%
Total 5406400 · Minor Capital Outlay	0	217	1,000	(783)	22%
Total 40 · Community Services	8,558	76,949	194,150	(117,201)	40%
45 · Solid Waste					
5455400 · Utilities					
5455465 · Solidwaste Pickup (Garbarge)	17,953	146,354	226,356	(80,002)	65%
Total 5455400 · Utilities	17,953	146,354	226,356	(80,002)	65%
Total 45 · Solid Waste	17,953	146,354	226,356	(80,002)	65%
50 · Streets					
5501400 · Support Staff					
5501415 · Maintenance Crew	1,800	15,328	23,400	(8,072)	66%
5501490 · Overtime	135	717	1,500	(783)	48%
5501500 · Streets - On Call	50	300	600	(300)	50%
Total 5501400 · Support Staff	1,985	16,346	25,500	(9,154)	64%
5502100 · Employee Benefits					
5502110 · Group Insurance	662	4,636	8,170	(3,534)	57%
5502135 · TMRS	177	1,457	2,148	(691)	68%
5502160 · Worker's Compensation	0	1,409	1,750	(341)	81%
5502170 · Payroll Taxes	27	230	350	(120)	66%
5502190 · License	0	61	122	(61)	50%
Total 5502100 · Employee Benefits	865	7,794	12,540	(4,746)	62%
5502200 · Special Services					

City of Ovilla General Fund
Actual vs Budget Review
October 2015 through May 2016

	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
5502280 · NCTCOG- SWMP Fees	0	3,353	6,400	(3,047)	52%
Total 5502200 · Special Services	0	3,353	6,400	(3,047)	52%
5502600 · Special Expenses					
5502620 · Emergency Clean Up	0	0	2,250	(2,250)	0%
Total 5502600 · Special Expenses	0	0	2,250	(2,250)	0%
5503100 · General Supplies					
5503110 · Office Supplies	0	0	100	(100)	0%
5503140 · Uniforms	0	0	600	(600)	0%
Total 5503100 · General Supplies	0	0	700	(700)	0%
5503400 · Maintenance Supplies & Parts					
5503405 · Drainage Maintenance	0	0	500	(500)	0%
5503420 · Supplies - Street Signs	0	2,496	4,500	(2,004)	55%
5503460 · Miscellaneous	0	181	300	(119)	60%
Total 5503400 · Maintenance Supplies & Parts	0	2,678	5,300	(2,622)	51%
5504200 · Travel Expenses					
5504220 · Professional Development	0	75	500	(425)	15%
5504270 · Vehicle Expenses	476	3,096	6,500	(3,404)	48%
Total 5504200 · Travel Expenses	476	3,171	7,000	(3,829)	45%
5505300 · Printing Expense					
5505350 · Printing - Other	0	0	350	(350)	0%
Total 5505300 · Printing Expense	0	0	350	(350)	0%
5505400 · Utilities					
5505450 · Electricity	3,858	30,155	45,000	(14,845)	67%

City of Ovilla General Fund
Actual vs Budget Review
October 2015 through May 2016

	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
Total 5505400 · Utilities	3,858	30,155	45,000	(14,845)	67%
5505500 · Repairs & Bldg Improvements					
5405520 · Repairs - Building	0	0	500	(500)	0%
5505540 · Repairs - Machinery & Equipment	925	1,677	3,000	(1,323)	56%
5505550 · Repairs - Vehicles	0	1,328	2,500	(1,172)	53%
5505560 · Repairs -Street Maint.& Repairs	2,853	26,298	50,000	(23,702)	53%
5505565 · Repairs - Infrastruct Drainage	0	10	3,000	(2,990)	0%
5505575 - Repairs - 50/50 Sidewalk Program	0	5,512	10,000	(4,488)	55%
5505590 · Repairs - Other	0	201	1,500	(1,299)	13%
Total 5505500 · Repairs & Bldg Improvements	3,778	35,026	70,500	(35,474)	50%
5505600 · Insurance					
5505620 · Insurance - Liability	0	924	1,235	(311)	75%
5505640 · Insurance - Vehicle	0	2,665	3,554	(889)	75%
Total 5505600 · Insurance	0	3,589	4,789	(1,200)	75%
5505700 · Other Expenses					
5505752 · Employment Screening	0	0	150	(150)	0%
Total 5505700 · Other Expenses	0	0	150	(150)	0%
5506400 · Minor Capital Outlay					
5506440 · Machinery & Equipment	0	800	2,500	(1,700)	32%
5506445 · Personal Protective Equipment	26	26	300	(274)	9%
5506490 · Other	0	350	850	(500)	41%
Total 5506400 · Minor Capital Outlay	26	1,177	3,650	(2,473)	32%
5507400 · Capitalized Assets					
5507440 · Machinery & Equipment	6,000	6,000	6,000	0	100%
5507460 · Infrastructure	0	377,254	870,814	(493,560)	43%
Total 5507400 · Capitalized Assets	6,000	383,254	876,814	(493,560)	44%

City of Ovilla General Fund
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
Total 50 · Streets	16,989	486,542	1,060,943	(574,401)	46%
60 · Parks					
5602400 · Rentals					
5602490 · Rental - Other	210	1,886	3,000	(1,114)	63%
Total 5602400 · Rentals	210	1,886	3,000	(1,114)	63%
5602600 · Special Expenses					
5602680 · Heritage Day	0	1,263	8,000	(6,737)	16%
5602690 - Special Events	175	1,835	4,500	0	41%
Total 5602600 · Special Expenses	175	3,098	12,500	(6,737)	25%
5603400 · Maintenance Supplies & Parts					
5603460 · Miscellaneous	0	275	300	(25)	92%
Total 5603400 · Maintenance Supplies & Parts	0	275	300	(25)	92%
5605400 · Utilities					
5605450 · Electricity	632	5,068	8,300	(3,232)	61%
Total 5605400 · Utilities	632	5,068	8,300	(3,232)	61%
5605500 · Repairs & Bldg Improvements					
5605520 · Repairs - Building	0	0	250	(250)	0%
5605530 · REPAIRS-IMP OTHER THAN BLDGS	0	595	1,000	(405)	60%
Total 5605500 · Repairs & Bldg Improvements	0	595	1,250	(655)	48%
5605600 · Insurance					
5605610 · Insurance - Property	0	86	115	(29)	75%
5605620 · Insurance - Liability	0	391	521	(130)	75%
5605640 · Insurance - Vehicle	0	171	230	(59)	74%

City of Ovilla General Fund
Actual vs Budget Review
October 2015 through May 2016

	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
Total 5605600 · Insurance	0	647	866	(219)	75%
5605700 · Other Expenses					
5605765 · Miscellaneouse	0	208	300	(92)	69%
Total 5605700 · Other Expenses	0	208	300	(92)	69%
5606400 · Minor Capital Outlay					
5606410 · Land Improvements	3,647	8,730	14,093	(5,363)	62%
5606440 · Machinery & Equipment	0	1,845	500	1,345	369%
Total 5606400 · Minor Capital Outlay	3,647	10,574	14,593	(4,019)	72%
5607400 · Capitalized Assets					
5607440 · Machinery & Equipment	80	1,043	1,000	43	104%
Total 5607400 · Capitalized Assets	80	1,043	1,000	43	104%
Total 60 · Parks	4,744	23,396	42,109	(18,713)	56%
Total Expenditures	193,672	2,021,455	3,661,049	(1,639,594)	55%
Net Change in Fund Balance	**-62,815**	**327,026**	**0**	**327,026**	**100%**

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
Resources					
4000400 · Charges for Services					
4000460 · Water Sales	49,892	560,375	1,004,932	(444,557)	56%
4000461 · Sewer Service	27,684	226,390	411,770	(185,380)	55%
4000465 · Water & Sewer Penalties	1,220	11,671	19,000	(7,329)	61%
4000471 · Reconnect Fees	488	3,569	5,400	(1,831)	66%
4000472 · Meters	1,075	2,125	3,700	(1,575)	57%
4000473 · Connect Fees	300	1,875	4,400	(2,525)	43%
4000478 · Infrastructure Improvement Fee	5,219	41,221	70,133	(28,912)	59%
4000480-Solid Waste Fees (Garbage)	(1,369)	(234)	0	(234)	100%
Total 4000400 · Charges for Services	84,508	846,993	1,519,335	(672,342)	56%
4000800 · Other Revenue					
4000880 · Capital Rec Fee	1,250	7,500	62,500	(55,000)	12%
4000840 · Interest Earned	32	1,724	3,100	(1,376)	56%
4000890 · Misc Other Revenue	8,888	8,888	160,800	(151,912)	6%
Total 4000800 · Other Revenue	10,170	18,112	226,400	(208,288)	8%
Total Resources	94,678	865,105	1,745,735	(880,630)	50%
Expense					
70 · Administration					
5701100 · Salaries & Wages					
5701110 · City Administrator	0	10,744	21,765	(11,021)	49%
5701115 · City Secretary	0	6,061	13,264	(7,203)	46%
5701117 · Finance Accountant	0	5,705	12,360	(6,655)	46%
5701120 · Part Time Admin. Support	0	3,432	7,435	(4,003)	46%
5701130 · Public Works Director	4,151	35,281	52,388	(17,107)	67%
5701180 · Merit Raises, Staff	0	0	3,177	(3,177)	0%
Total 5701100 · Salaries & Wages	4,151	61,223	110,389	(49,166)	55%

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
5702100 · Employee Benefits					
5702110 · Group Insurance	662	5,298	8,166	(2,868)	65%
5702135 · TMRS	374	3,181	4,808	(1,627)	66%
5702170 · Payroll Taxes	60	507	783	(277)	65%
Total 5702100 · Employee Benefits	1,096	8,986	13,757	(4,771)	65%
5702200 · Special Services					
5702230 · Legal Fees	0	0	1,000	(1,000)	0%
5702240 · Audit		7,150	7,150	0	100%
5702250 · Accounting	0	0	500	(500)	0%
Total 5702200 · Special Services	0	7,150	8,650	(1,500)	83%
5702300 · Contractual Services /Personnel					
5702310 · Consultant Fees	0	1,101	3,500	(2,399)	31%
Total 5702300 · Contractual Services /Personnel	0	1,101	3,500	(2,399)	31%
5703100 · General Supplies					
5703110 · Office Supplies	0	516	800	(284)	64%
Total 5703100 · General Supplies	0	516	800	(284)	64%
5703400 · Maintenance Supplies / Parts					
5703410 · Supplies - Custodial	0	17	200	(183)	9%
Total 5703400 · Maintenance Supplies / Parts	0	17	200	(183)	9%
5704200 · Travel Expenses					
5704210 · Travel - Local	0	0	200	(200)	0%
5704220 · Professional Development	0	0	750	(750)	0%
Total 5704200 · Travel Expenses	0	0	950	(950)	0%
5705200 · Data Processing Expenses					

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2015 through May 2016

	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
5705240 · Data Processing - Software	0	0	511	(511)	0%
Total 5705200 · Data Processing Expenses	0	0	511	(511)	0%
5705300 · Printing Expense					
5705350 · Printing - Other	0	163	250	(87)	65%
Total 5705300 · Printing Expense	0	163	250	(87)	65%
5705400 · Utilities					
5705410 · Telephone	109	874	1,250	(376)	70%
5705415 · Cellular Phone	38	304	850	(546)	36%
5705417 · Internet	101	807	1,610	(803)	50%
Total 5705400 · Utilities	248	1,984	3,710	(1,726)	53%
5705700 · Other Expenses					
5705705 · Postage	500	4,215	8,900	(4,685)	47%
5705740 · Advertising	0	0	300	(300)	0%
5705760 · Bank Service Charge	40	160	200	(40)	80%
5705765 · Miscellaneous	0	0	150,100	(150,100)	0%
5705775 · Credit Card Transaction Fee	100	1,759	3,000	(1,241)	59%
Total 5705700 · Other Expenses	640	6,134	162,500	(156,366)	4%
5706400 · Minor Capital Outlay					
5706440 · Machinery & Equipment	0	0	500	(500)	0%
Total 5706400 · Minor Capital Outlay	0	0	500	(500)	0%
5709000 · Reserve					
5708215 · Admin. Exp. to General Fund	0	45,644	92,583	(46,940)	49%
5709001 - Reserve for Contingency	0	0	48,008		
5709002 · Capital Improv.Water Reserve	0	0	26,015	(26,015)	0%
5709003 · Capital Improv. Sewer Reserve	0	0	32,685	(32,685)	0%
5709010 · Administrative Reserves	0	0	2,747	(2,747)	0%

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
Total 5709000 · Reserve	0	45,644	202,038	(156,395)	23%
Total 70 · Administration	6,134	132,917	507,755	(374,838)	26%
75 · Water					
5751100 · Salaries & Wages					
5751133 · Superintendent	3,328	28,285	42,000	(13,715)	67%
5751180 · Merit Raises - Staff	0	0	1,260	(1,260)	0%
Total 5751100 · Salaries & Wages	3,328	28,285	43,260	(14,975)	65%
5751400 · Support Salaries					
5751405 · Support Staff	3,232	21,676	30,593	(8,917)	71%
5751415 · Maintenance Crew	6,213	52,809	78,395	(25,586)	67%
5751430 · Seasonal Crew	0	0	3,000	(3,000)	0%
5751450 · Certification Pay	92	785	1,200	(415)	65%
5751480 · Merit Raises	0	0	3,666	(3,666)	0%
5751490 · Overtime	640	3,600	4,000	(400)	90%
5751500 · Water - On Call	100	1,050	1,550	(500)	68%
Total 5751400 · Support Salaries	10,277	79,919	122,404	(42,485)	65%
5752100 · Employee Benefits					
5752110 · Group Insurance	2,687	21,495	41,115	(19,620)	52%
5752135 · TMRS	1,207	10,130	14,792	(4,662)	68%
5752160 · Worker's Compensation	0	3,152	3,385	(233)	93%
5752170 · Payroll Taxes	203	1,700	2,408	(708)	71%
5752190 · Licenses	0	0	222	(222)	0%
Total 5752100 · Employee Benefits	4,097	36,478	61,922	(25,444)	59%
5752300 · Contractual Services/Personnel					
5752350 · Contract Labor - Company	810	810	1,500	(690)	54%
5752380 · Dispatch	0	12,450	12,587	(137)	99%

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
Total 5752300 · Contractual Services/Personnel	810	13,260	14,087	(827)	94%
5752400 · Rentals					
5752420 · Rental - Machinery & Equipment	0	236	250	(14)	94%
Total 5752400 · Rentals	0	236	250	(14)	94%
5752500 · Operating Services					
5752580 · Water Testing	68	1,124	4,000	(2,876)	28%
5752590 · TCEQ Fees	0	2,984	3,500	(516)	85%
Total 5752500 · Operating Services	68	4,109	7,500	(3,391)	55%
5753100 · General Supplies					
5753140 · Uniforms	0	1,416	1,700	(284)	83%
Total 5753100 · General Supplies	0	1,416	1,700	(284)	83%
5753400 · Maintenance Supplies & Parts					
5753460 · Miscellaneous	0	83	300	(217)	28%
Total 5753400 · Maintenance Supplies & Parts	0	83	300	(217)	28%
5754200 · Travel Expenses					
5754220 · Professional Development	235	545	750	(205)	73%
5754270 · Vehicle Expenses	543	3,758	10,000	(6,242)	38%
Total 5754200 · Travel Expenses	778	4,303	10,750	(6,447)	40%
5755200 · Data Processing Expenses					
5755230 · Data Proc-Maintenance & Repairs	0	671	1,300	(629)	52%
5755240 · Data Processing - Software	0	3,850	4,200	(350)	92%
Total 5755200 · Data Processing Expenses	0	4,521	5,500	(979)	82%
5755300 · Printing Expenses					
5755310 · Copier Expense	0	1,382	3,000	(1,618)	46%

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
5755350 · Printing - Other	0	907	2,000	(1,093)	45%
Total 5755300 · Printing Expenses	0	2,290	5,000	(2,710)	46%
5755400 · Utilities					
5755415 · Cellular Phone	50	453	1,500	(1,047)	30%
5755450 · Electricity	1,677	15,149	26,000	(10,851)	58%
5755460 · Water, wholesale	22,861	213,201	391,500	(178,299)	54%
Total 5755400 · Utilities	24,588	228,803	419,000	(190,197)	55%
5755500 · Repairs & Building Improvements					
5755540 · Repairs- Machinery & Equipment	909	1,804	4,000	(2,196)	45%
5755550 · Repairs - Vehicles	4	1,447	2,000	(553)	72%
5755570 · Inventory Expense	692	6,893	9,000	(2,107)	77%
5755580 - Water Chemical Expense	1,172	5,453	8,000	(2,547)	68%
5755590 · Repairs - Other	1,591	1,606	3,000	(1,394)	54%
Total 5755500 · Repairs & Building Improvements	4,369	17,202	26,000	(8,798)	66%
5755600 · Insurance					
5755610 · Insurance - Property	0	2,004	2,672	(668)	75%
5755620 · Insurance - Liability	0	1,293	1,724	(431)	75%
5755640 · Insurance - Vehicle	0	474	633	(159)	75%
Total 5755600 · Insurance	0	3,770	5,029	(1,259)	75%
5755700 · Other Expenses					
5755752 · Employment Screening	0	0	150	(150)	0%
Total 5755700 · Other Expenses	0	0	150	(150)	0%
5756400 · Minor Capital Outlay					
5756440 · Machinery & Equipment	0	158	1,000	(842)	16%
5756490 · Other	0	449	500	(51)	90%
Total 5756400 · Minor Capital Outlay	0	607	1,500	(893)	40%

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
5757400 · Capitalized Assets					
5757440 · Machinery & Equipment	995	995	2,500	(1,505)	40%
5757470 · Infrastructure - Water	765	3,608	4,000	(392)	90%
Total 5757400 · Capitalized Assets	1,760	4,603	6,500	(1,897)	71%
5757900 · Long-Term Debt					
5758225 · Admin. Expense to Debt Fund	0	51,393	102,786	(51,393)	50%
Total 5757900 · Long-Term Debt	0	51,393	102,786	(51,393)	50%
Total 75 · Water	50,074	481,278	833,638	(352,360)	58%
80 · Sewer					
5801400 · Support Salaries					
5801405 · Support Staff	0	5,801	10,197	(4,396)	57%
5801415 · Maintenance Crew	2,637	22,413	33,280	(10,867)	67%
5801450 · Certification Pay	92	785	1,210	(425)	65%
5801480 · Merit Raises	0	0	998	(998)	0%
5801490 · Overtime	445	1,409	3,000	(1,591)	47%
5801500 · Sewer - On Call	50	300	600	(300)	50%
Total 5801400 · Support Salaries	3,224	30,708	49,285	(18,577)	62%
5802100 · Employee Benefits					
5802110 · Group Insurance	662	5,298	8,451	(3,153)	63%
5802135 · TMRS	283	2,186	3,054	(868)	72%
5802160 · Worker's Compensation-Sewer	0	3,152	3,385	(233)	93%
5802170 · Payroll Taxes	46	351	497	(146)	71%
5802190 · Licenses	0	0	150	(150)	0%
Total 5802100 · Employee Benefits	991	10,987	15,537	(4,550)	71%
5802300 · Contractual Services/Personnel					

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2015 through May 2016

	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
5802350 · Contract Labor - Company	0	0	37,000	(37,000)	0%
Total 5802300 · Contractual Services/Personnel	0	0	37,000	(37,000)	0%
5802500 · Operating Services					
5802515 · Sardis Collection Expense	606	5,018	9,618	(4,600)	52%
5802590 · TCEQ Fees - Sewer	0	0	100	(100)	0%
Total 5802500 · Operating Services	606	5,018	9,718	(4,700)	52%
5803100 · General Supplies					
5803140 · Uniforms	0	1,083	1,200	(117)	90%
Total 5803100 · General Supplies	0	1,083	1,200	(117)	90%
5803400 · Maintenance Supplies & Parts					
5803460 · Miscellaneous	0	0	500	(500)	0%
Total 5803400 · Maintenance Supplies & Parts	0	0	500	(500)	0%
5804200 · Travel Expenses					
5804220 · Professional Development	13	88	500	(412)	18%
5804270 · Vehicle Expense	131	692	1,200	(508)	58%
Total 5804200 · Travel Expenses	144	780	1,700	(920)	46%
5805400 · Utilities					
5805450 · Electricity	316	2,223	3,000	(777)	74%
5805463 · TRA Wastewater Treatment	22,567	186,665	270,806	(84,141)	69%
Total 5805400 · Utilities	22,883	188,888	273,806	(84,918)	69%
5805500 · Repairs & Bldg Improvements					
5805510 · Repairs - Land Improvements	0	0	300	(300)	0%
5805540 · Repairs - Machinery & Equipment	0	1,480	6,000	(4,520)	25%
5805570 · Inventory Expense	179	592	2,000	(1,408)	30%
5805590 · Repairs - Other	0	0	600	(600)	0%
Total 5805500 · Repairs & Bldg Improvements	179	2,072	8,900	(6,828)	23%

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
5805600 · Insurance					
5805610 · Insurance - Property	0	42	56	(14)	75%
5805620 · Insurance - Liability	0	298	400	(102)	75%
5805640 · Insurance - Vehicle	0	29	40	(11)	73%
Total 5805600 · Insurance	0	369	496	(127)	74%
5805700 · Other Expenses					
5805752 · Employment Screening	0	0	200	(200)	0%
Total 5805700 · Other Expenses	0	0	200	(200)	0%
5807400 · Capitalized Assets					
5807440 · Machinery & Equipment	0	5,542	6,000	(458)	92%
Total 5807400 · Capitalized Assets	0	5,542	6,000	(458)	92%
Total 80 · Sewer	28,026	245,448	404,342	(158,894)	61%
Total Expense	84,235	859,643	1,745,735	(886,092)	49%
Net Change in Fund Balance	**10,444**	**5,462**	**0**	**5,462**	**100%**

Ovilla Debt Service
Actual vs Budget Review
October 2015 through May 2016

	Current	Year to Date		$ Over	% of Budget
				(Under)	Thru May
	May 2016	Oct 2015 - May 2016	Budget	Budget	67%
Revenues					
4000100 · Taxes					
4000107 · Ad Valorem, Current I & S	1,670	458,234	467,702	(9,468)	98%
4000111 · Ad Valorem, Delinquent I & S	302	1,637	4,122	(2,485)	40%
4000114 · Interest/Penalties - I & S	51	1,502	1,611	(109)	93%
Total 4000100 · Taxes	2,022	461,374	473,435	(12,061)	97%
4000800 · Other Revenue					
4000840 · Interest Earned	71	365	700	(335)	52%
4000900 · Reduction of Reserve Fund Bal.	-	-	1,604	(1,604)	0%
4000930 · Admin.Rev.Rec.Fr Water & Sewer	-	51,393	102,786	(51,393)	50%
Total 4000800 · Other Revenue	71	51,758	105,090	(53,332)	49%
Total Revenues	2,093	513,132	578,525	(65,393)	89%
Expenditures					
5157900 · Long-Term Debt					
5157930 · Paying Agent Fees	-	-	500	(500)	0%
51579349 - 2011 Bond Issue Principle	-	-	375,000	(375,000)	0%
5157940 · 2011 Bond Issue Interest	-	101,513	203,025	(101,513)	50%
Total 5157900 · Long-Term Debt	-	101,513	578,525	(477,013)	18%
Total Expenditures	-	101,513	578,525	(477,013)	18%
Net Change in Fund Balance	**2,093**	**411,619**	**-**	**411,619**	**100%**

City of Ovilla Capital Projects Fund
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
Revenues					
4000800 · Other Revenue					
4000845 · Interest Earned - Texstar	0	2	1	1	209%
4000850 · Interest Earned - Prosperity	22	174	255	(81)	68%
Total 4000800 · Other Revenue	22	176	256	(80)	69%
Total Revenues	22	176	256	(80)	69%
Expense					
5879000 · Reserves					
5879010 · Admin Reserves	0	0	256	(256)	0%
Total 5879000 · Reserves	0	0	256	(256)	0%
Total Expense	0	0	256	(256)	0%
Change in Net Position	**22**	**176**	**0**	**176**	**100%**

Ovilla Park Impact Fund
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
Revenues					
4000400 · Charges for Services					
4000460 · Park Impact	669	3,345	16,726	(13,381)	20%
Total 4000400 · Charges for Services	669	3,345	16,726	(13,381)	20%
4000800 · Other Revenue					
4000840 · Interest Earned	13	97	100	(3)	97%
Total 4000800 · Other Revenue	13	97	100	(3)	97%
Total Revenues	682	3,442	16,826	(13,384)	20%
Expenditures					
5606400 · Minor Capital Outlay					
5606410 · Land Improvements	0	0	500	(500)	0%
Total 5606400 · Minor Capital Outlay	0	0	500	(500)	0%
5607400 · Capitalized Assets					
5607440 · Capital Machinery & Equipment	0	0	6,000	(6,000)	0%
Total 5607400 · Capitalized Assets	0	0	6,000	(6,000)	0%
5609000 · Reserves					
5609035 · Park Impact Reserves	0	0	10,326	(10,326)	0%
Total 5609000 · Reserves	0	0	10,326	(10,326)	0%
Total Expenditures	0	0	16,826	(16,826)	0%
Net Change in Fund Balance	682	3,442	0	3,442	100%

Ovilla W&S Impact Fee Fund
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
Revenues					
4000400 · Charges for Services					
4000476 - Water Impact Fee	2,100	5,200	3,100	2,100	168%
4000477 · Sewer Impact Fee	0	2,800	70,000	(67,200)	4%
Total 4000400 · Charges for Services	2,100	8,000	73,100	(65,100)	11%
4000800 · Other Revenue					
4000840 · Interest Earned	17	139	200	(61)	70%
4000880 - Transfer In - Water Impact	0	0	0	0	0%
Total 4000800 · Other Revenue	17	139	200	(61)	70%
Total Revenues	2,117	8,139	73,300	(65,161)	11%
Expense					
5859000 · Reserves					
5859020 - Water Impact Consultant Fee	0	0	40,600	(40,600)	0%
5859030 · Sewer Impact Fees Reserve	0	0	32,700	(32,700)	0%
Total 5859000 · Reserves	0	0	73,300	(73,300)	0%
Total Expense	0	0	73,300	(73,300)	0%
Change in Net Position	**2,117**	**8,139**	**0**	**8,139**	**100%**

Ovilla 4B Economic Development Corporation

Actual vs Budget Review

October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
Revenues					
4000100 · Taxes					
4000120 · Sales tax	9,633	64,238	81,838	(17,600)	78%
Total 4000100 · Taxes	9,633	64,238	81,838	(17,600)	78%
4000800 · Other Revenue					
4000840 · Interest Income	141	1,056	1,200	(144)	88%
4000990 - Reduction in Fund Balance			55,685	(55,685)	0%
Total 4000800 · Other Revenue	141	1,056	56,885	(55,829)	2%
Total Revenues	9,773	65,294	138,723	(73,429)	47%
Expenditures					
8102200 · Special Services					
8102230 · Legal Fees	0	0	500	(500)	0%
8102240 · Audit	0	1,600	1,600	0	100%
Total 8102200 · Special Services	0	1,600	2,100	(500)	76%
8102300 · Consultant Services					
8102310 · Consultant Fees	0	0	20,000	(20,000)	0%
Total 8102300 · Consultant Services	0	0	20,000	(20,000)	0%
8103100 · General Supplies					
8103110 · Office Supplies	0	0	100	(100)	0%
Total 8103100 · General Supplies	0	0	100	(100)	0%
8104200 · Travel Expense					
8104210 · Travel Expense	0	0	1,000	(1,000)	0%
8104220 · Professional Development	800	1,000	2,300	(1,300)	43%
Total 8104200 · Travel Expense	800	1,000	3,300	(2,300)	30%

Ovilla 4B Economic Development Corporation
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
8105300 · - Printing					
8105320 · Printing Expense	0	0	300	(300)	0%
Total 8105300 · - Printing	0	0	300	(300)	0%
8105500 · - Projects					
8105560 · Sewer Line	0	0	45,000	(45,000)	0%
Total 8105500 · - Projects	0	0	45,000	(45,000)	0%
8105600 · Insurance					
8105620 · Insurance - Liability	0	195	261	(66)	75%
Total 8105600 · Insurance		195	261	(66)	75%
8105700 · Other Expenses					
8105705 · Postage	0	0	100	(100)	0%
8105730 · Memberships		3,350	3,350	0	100%
8105740 · Advertising	0	3,610	5,300	(1,690)	68%
8105765 · Business Expense	0	0	1,000	(1,000)	0%
Total 8105700 · Other Expenses	0	6,960	9,750	(2,790)	71%
816400 - Minor Capital Outlay					
8106420 - Buildings	0	0	52,500	(52,500)	0%
Total 8106400 - Minor Capital Outlay	0	0	52,500	(52,500)	0%
8109000 · Reserves					
8109015 · Administrative Reserves	0	384	2,912	(2,528)	13%
8109215 · Admin. Expense to General Fund	0	1,250	2,500	(1,250)	50%
Total 8109000 · Reserves	0	1,634	5,412	(3,778)	30%
Total Expenditures	#VALUE!	11,389	138,723	(127,334)	8%
Net Change in Fund Balance	#VALUE!	53,904	0	53,904	100%

Ovilla Municipal Development District
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
Revenues					
4000100 · Taxes					
4000120 · Sales tax	3,972	27,026	40,919	(13,893)	66%
Total 4000100 · Taxes	3,972	27,026	40,919	(13,893)	66%
4000800 · Other Revenue					
4000840 · Interest Income	44	322	300	22	107%
Total 4000800 · Other Revenue	44	322	300	22	107%
Total Revenues	4,017	27,349	41,219	(13,870)	66%
Expenditures					
9102200 · Special Services					
9102230 · Legal Fees	0	0	250	(250)	0%
9102240 · Audit	0	1,600	1,600	0	100%
9102250 · Accounting	0	0	250	(250)	0%
Total 9102200 · Special Services	0	1,600	2,100	(500)	76%
9102300 · Consultant Services					
9102310 · Consultant Fees	0	0	534	(534)	0%
Total 9102300 · Consultant Services	0	0	534	(534)	0%
9103100 · General Supplies					
9103110 · Office Supplies	0	0	100	(100)	0%
Total 9103100 · General Supplies	0	0	100	(100)	0%
9104200 · Travel Expense					
9104220 · Professional Development	0	0	250	(250)	0%
Total 9104200 · Travel Expense	0	0	250	(250)	0%

Ovilla Municipal Development District
Actual vs Budget Review
October 2015 through May 2016

	Current	Year to Date		$ Over (Under)	% of Budget Thru May
9105600 · Insurance					
9105620 · Insurance - Liability	0	195	261	(66)	75%
Total 9105600 · Insurance	0	195	261	(66)	75%
9105700 · Other Expenses					
9105705 · Postage	0	0	25	(25)	0%
Total 9105700 · Other Expenses	0	0	25	(25)	0%
9109000 · Reserves					
9109015 · Administrative Reserves	0	0	37,449	(37,449)	0%
9109215 · Admin. Expense to General Fund	0	250	500	(250)	50%
Total 9109000 · Reserves	0	250	37,949	(37,699)	1%
Total Expenditures	0	2,045	41,219	(39,174)	5%
Net Change in Fund Balance	4,017	25,303	0	25,303	100%

Ovilla Employee Benefit Trust
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
Revenues					
4000991 · Insurance Contributions					
4000991 Insurance Contributions	13,102	114,754	0	114,754	100%
Total 4000991 · Insurance Contributions	13,102	114,754	0	114,754	100%
4000800 - Other Income					
4000840 - Interest Income	0	6	0	6	100%
Total Revenues	13,103	114,760	0	114,760	100%
Expenditures					
5902110 · Benefit Premiums					
5902110 · Benefit Premiums	13,764	115,002	0	115,002	100%
Total 5902110 · Insurance	13,764	115,002	0	115,002	100%
Total Expenditures	13,764	115,002	0	115,002	100%
Net Change in Fund Balance	(661)	(242)	0	(242)	100%

Ovilla Employee Benefit Trust
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
Revenues					
4000991 · Insurance Contributions					
4000991 Insurance Contributions	13,102	114,754	0	114,754	100%
Total 4000991 · Insurance Contributions	13,102	114,754	0	114,754	100%
4000800 - Other Income					
4000840 - Interest Income	0	6	0	6	100%
Total Revenues	13,103	114,760	0	114,760	100%
Expenditures					
5902110 · Benefit Premiums					
5902110 · Benefit Premiums	13,764	115,002	0	115,002	100%
Total 5902110 · Insurance	13,764	115,002	0	115,002	100%
Total Expenditures	13,764	115,002	0	115,002	100%
Net Change in Fund Balance	(661)	(242)	0	(242)	100%

Ovilla Fire Department Auxiliary
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) Budget	% of Budget Thru May 67%
Revenues					
4000800 · Other Revenue					
4000815 · Gifts	0	1,050	1,050	0	100%
Total 4000800 · Other Revenue	0	1,050	1,050	0	100%
Total Revenues	0	1,050	1,050	0	100%
Expenditures					
5333400 · Maintenance Supplies and Parts					
5333460 · Supplies - Miscellaneous	0	0	1,050	(1,050)	0%
Total 5333400 · Maintenance Supplies and Parts	0	0	1,050	(1,050)	0%
Total Expenditures	0	0	1,050	(1,050)	0%
Net Change in Fund Balance	**0**	**1,050**	**0**	**1,050**	**100%**

Ovilla Police Department Special Fund
Actual vs Budget Review
October 2015 through May 2016

	Current May 2016	Year to Date Oct 2015 - May 2016	Budget	$ Over (Under) $ Over Budget	% of Budget Thru May 67%
Revenues					
4000800 · Other Revenue					
4000815 · Gifts	20	190	170	20	111.77%
Total 4000800 · Other Revenue	20	190	170	20	111.77%
Total Revenues	20	190	170	20	111.77%
Expenditures					
5232600 · Special Expenses					
5232690 · Special Expenses - Other	0	159	170	(11)	93.67%
Total 5232600 · Special Expenses	0	159	170	(11)	93.67%
Total Expenditures	0	159	170	(11)	93.67%
Net Income	**20**	**31**	**0**	**31**	**100%**

To: Honorable Mayor and Council Members

From: Dennis Burn, City Manager

Subject: Information Report - June 27, 2016 through July 1, 2016

This report is to provide you an overview of City Manager information items for the week ending July 1, 2016. Each of these reports are included in the City Council regular agenda packets under the heading "Administration Activity Report".

Fourth of July

City offices will be closed on Monday, July 4 in observance of Independence Day.

Park Board and Planning and Zoning Commission

The Park Board will have a regular meeting on Tuesday, July 5 at 5:00 PM. The Planning and Zoning Commission will have a regular meeting on Tuesday, July 5 at 6:00 PM.

Comprehensive Land Use Plan (CLUP)

Due to the newspaper's failure to make our requested and agreed upon publication date and by them not publishing the legal notice for the public hearings in time for July meetings, approval of the CLUP will not come before the Planning and Zoning Commission nor the City Council until their August meetings.

Municipal Services Advisory Committee (MSAC)

Another meeting of MSAC is scheduled on July 13 at 5:00 PM.

Midlothian Independent School District (MISD)

The MISD final plat for the new elementary school will be on the July 5 Planning and Zoning Commission agenda and on the July 11 City Council agenda.

Golden Chick

The Specific Use Permit public hearings will be on the July 5 Planning and Zoning Commission meeting and then to the July 11 City Council meeting.

Cockrell Hill Road

Ellis County is continuing with the ditch grading work in advance of the pavement rehabilitation. The ditch work should be complete by July 8. Public Works has begun culvert cleaning and straightening of the culvert end sections and should be complete with this work by July 22. The pavement rehabilitation may begin as early as July 11 and should take 4 to 5 weeks to complete.

Hidden Valley Estates

I have been contacted by the engineer and it appears that this project will be moving forward. A new preliminary plat and supporting documents will be submitted soon. The development will be revised to now be 120 -3/4 acre (average size) lots, 5-common areas, sanitary sewer/water systems and open ditches. They will be requesting a variance to allow for open ditches.

Possible New Subdivision

I met with an individual who desires to build a residential subdivision off Cockrell Hill Road. The land for the proposed subdivision is bounded by Cockrell Hill Road on the west and lies between Thorntree Drive on the north and Meadow Glen Lane on the south. This property is zoned R-22. The property to the north is zoned RE (1 acre lots) and the property to the south is zoned R-22. I am reviewing what size lots would be permissible in this situation.

To: Honorable Mayor and Council Members

From: Dennis Burn, City Manager

Subject: Information Report - June 20, 2016 through June 24, 2016

This report is to provide you an overview of City Manager information items for the week ending June 24, 2016. Each of these reports are included in the City Council regular agenda packets under the heading "Administration Activity Report".

Fourth of July

City offices will be closed on Monday, July 4 in observance of Independence Day.

Park Board and Planning and Zoning Commission

The Park Board will have a regular meeting on Tuesday, July 5 at 5:00 PM. The Planning and Zoning Commission will have a regular meeting on Tuesday, July 5 at 6:00 PM.

City Council

There will be two Special Called City Council meetings next week. The first meeting will be Monday, June 27 at 5:00 PM for a Budget Workshop to review the General Fund portion of the FY 2016-2017 Budget. The second meeting will be Wednesday, June 29 at 5:00 PM for a Budget Workshop to review all other portions of the 2016-2017 Budget except the General Fund. You received on Thursday of this week the entire FY 2016-2017 Budget. Please remember to bring your copy to both meetings.

At the June 29 meeting the Shiloh Road Annexation Ordinance will also be on the agenda.

Comprehensive Land Use Plan (CLUP)

There was a meeting of the CLUP Committee on Monday, June 20 at 6:00 PM in the City Council Chambers. At the meeting, the committee approved the updated CLUP document. The document will be forwarded to the Planning and Zoning Commission at a Special Called July 11 meeting for a public hearing and their approval and recommendation to the City Council. The City Council at their July 11 meeting will conduct a public hearing and adopt the updated CLUP by Ordinance. Once the CLUP is complete, then work on the Strategic Plan can recommence and work on the update to Water and Sewer Impact Fee Study can begin.

Municipal Services Advisory Committee (MSAC)

There was to be a meeting of MSAC on Monday, June 20 at 5:00 PM. The Fire Department was to make a presentation. Because the Fire Department had no one to make the presentation, the meeting was cancelled. Another meeting of MSAC will be scheduled in July.

Midlothian Independent School District (MISD)

I have been in receipt of the deed for the "Orphan" piece of property from Shaw Development. The deed was delivered to MISD. Now MISD has title to the entire property shown on the final plat. I will place the MISD final plat for the new elementary school on the July 5 Planning and Zoning Commission agenda and then on the July 11 City Council agenda.

Cockrell Hill Road

Ellis County has begun the ditch grading work in advance of the pavement rehabilitation. They are working from north to south.

Water Street

The loose crusher fines, that has been a concern for many, has been removed. The County has applied another lift of chip seal rock (no chip oil applied) and is rolling it with a steel wheel roller. This work is being done to stabilize the surface and stop the "bleeding".

To: Honorable Mayor and Council Members

From: Dennis Burn, City Manager

Subject: Information Report - June 13, 2016 through June 17, 2016

This report is to provide you an overview of City Manager information items for the week ending June 17, 2016. Each of these reports are included in the City Council regular agenda packets under the heading "Administration Activity Report".

FY 2016-2017 Budget

The majority of my time this week has been spent in the preparation of the budget. I have met with all department heads to review their specific budget(s). I am continuing the meetings to refine the numbers.

Comprehensive Land Use Plan (CLUP)

There will be a meeting of the CLUP Committee on Monday, June 20 at 6:00 PM in the City Council Chambers. At the meeting, the committee will be asked to approve the updated CLUP document. The document will be then forwarded to the Planning and Zoning Commission at their July 5 meeting for their approval and recommendation to the City Council. The City Council at their July 11 meeting will then conduct a public hearing and adopt the updated CLUP by Ordinance. Once the CLUP is complete, then work on the Strategic Plan can recommence and work on the update to Water and Sewer Impact Fee Study can begin.

Municipal Services Advisory Committee (MSAC)

There will be a meeting of MSAC on Monday, June 20 at 5:00 PM. The Fire Department and Administration will make a presentation.

Music in the Park

Music in the Park will be Friday, June 17 starting at 7:00 PM and ending at 9:00 PM. This event will be held at Heritage Park and will include food, drinks, music and games.

City Hall Roof Repair

The repair work will begin Monday, June 20 and should take one week to complete.

Midlothian Independent School District (MISD)

I am in receipt of the deed for the "Orphan" piece of property from Shaw Development. I have delivered the deed to MISD. Per the development agreements between MISD-Ovilla-Shaw, I have provided a $150,000.00 check to Shaw Development. MISD has already paid us $150,000.00. This money is the pro rata share of the wastewater system improvements for which MISD is responsible. I will place the MISD final plat for the new elementary school on the July 5 Planning and Zoning Commission agenda and then on the July 11 City Council agenda.

Police Department/Fire Department

The Police Chief will be gone next week (June 20-June 24) to mandatory Police Chief training in Huntsville. The Fire Chief will be gone the following week (June 27-July 1) to mandatory Fire Chief training in Austin.

Park Board

At the June 6 Park Board meeting, the Park Board along with staff went to each of our parks. The following is a list of recommended improvements to each park.

Cindy Jones Park

1. Install new playground equipment such as a dome climber and arch climber. Install the required border and engineered wood fiber for each.
2. Replace and/or rehabilitate two picnic tables.
3. Install additional trash barrel(s).
4. Repaint existing seats.

Heritage Park

1. Install new park benches.
2. Upgrade the seating in the northeast corner.
3. Install new park sign.
4. Repaint the bridge.

Ashburne Glen Park

1. Complete the installation of the border and engineered wood fiber around the new playground equipment.
2. Install new park signs.

Silver Spur Park

1. Remove the reinforced concrete pipe.
2. Remove metal swing set.
3. Install new picnic table.

4. Install border and engineered wood fiber.

To: Honorable Mayor and Council Members

From: Dennis Burn, City Manager

Subject: Information Report - June 6, 2016 through June 10, 2016

This report is to provide you an overview of City Manager information items for the week ending June 10, 2016. Each of these reports are included in the City Council regular agenda packets under the heading "Administration Activity Report".

FY 2016-2017 Budget

Staff is (and has been) underway in preparation of the budget. I am meeting with each department head to review their portion of the budget and to receive any suggestions they may have.

Comprehensive Land Use Plan (CLUP)

There will be a meeting of the CLUP Committee on Monday, June 20 at 6:00 PM in the City Council Chambers. At the meeting, the committee will be asked to approve the updated CLUP document. The document will be then be forwarded to the Planning and Zoning Commission for their approval and recommendation to the City Council. The City Council will then conduct a public hearing and adopt the updated CLUP by Ordinance. Once the CLUP is complete, then work on the Strategic Plan can recommence and work on the update to water and sewer impact fee study can begin.

Municipal Services Advisory Committee (MSAC)

There was a meeting of MSAC on Tuesday, June 7 at 5:00 PM. The committee reviewed the needs assessments of the City departments. The committee reviewed the needs assessment of the Police Department, Public Works and Code/Animal Control. Due to time limitations, the Fire Department and Administration were unable to make a presentation. Another meeting will be scheduled.

Planning and Zoning Commission

There will be a Special Called meeting of the Planning and Zoning Commission at 5:30 PM on Monday, June 13. The final plat for the Golden Chick project will be on the agenda.

City Council

There will be a meeting of the City Council on Monday, June 13 starting at 6:00 PM with the Briefing Session followed by the Regular Session at 6:30 PM.

Park Board

The Park Board met Monday, June 6 at 4:30 PM. The board and staff went to each of our City parks and assessed the playground equipment and other conditions. A list of improvements was generated.

Music in the Park

Music in the Park will be Friday, June 17 starting at 7:00 PM and ending at 9:00 PM. This event will be held at Heritage Park and will include food, drinks, music and games.

City Hall Roof Repair

The repair work will begin Monday, June 20 and should take one week to complete.

Midlothian Independent School District (MISD)

I am in receipt of the Deed for the "Orphan" piece of property from Shaw Development. I will deliver the deed to MISD. Per the development agreements between MISD-Ovilla-Shaw, I will provide a $150,000.00 check to Shaw Development. MISD has already paid us $150,000.00. This money is the pro rata portion of the wastewater system improvements for which MISD is responsible. I will then place the MISD final plat for the new elementary school on a Planning and Zoning Commission agenda and then on a City Council agenda.

Manholes/Lift Station

The rehabilitation of the four manholes and one lift station is complete. The work was approved in the mid-year budget amendment and performed by Fuquay, Inc. The rehabilitation consisted of power washing, removal of all debris, re-grouting the entire interior surface and the application of a protective lining system.

Ovilla Municipal Court Report

FY-2015-2016	Total Traffic Cases Filed	State Law Cases Filed	Parking Cases Filed	Penal Code Cases Filed	City Ordinance Filed	Trials	Total Revenue	Amount Kept by City	Amount sent to State	Warrants Issued	Cases sent to Collections
October	12	0	0	1	0	1	$6,503.40	$4,829.79	$1,673.61	18	18
November	30	0	6	1	1	0	$6,343.00	$4,506.02	$1,836.98	6	6
December	36	1	0	0	0	0	$4,249.52	$2,462.16	$1,787.36	5	5
January	103	1	0	2	6	0	$8,208.30	$4,486.94	$3,721.36	8	8
February	227	2	0	0	0	0	$23,074.90	$12,744.35	$10,330.55	6	6
March	104	0	0	1	0	0	$28,633.00	$16,155.86	$12,477.14	11	11
April	94	0	0	2	0	0	$17,970.30	$9,158.08	$8,812.22	21	21
May	132	1	0	1	3	2	$16,137.40	$8,766.04	$7,371.36	32	32
June	154	0	0	1	2	0	$19,417.26	$10,205.87	$9,211.39	20	20
July											
August											
September											
Totals	**892**	**5**	**6**	**9**	**12**	**3**	**$130,537.08**	**$73,315.11**	**$57,221.97**	**127**	**127**

2014-2015 FY

June	18	0	0	4	2	0	$4,984.97	$3,222.48	$1,762.49	8
FY Totals	225	7	0	19	19	5	$49,275.75	$29,781.95	$19,493.80	91

FY-2014-2015	Total # of Warrants	Total Amount of Warrants	Warrants Cleared	Warrants Amount
October	398	$140,651.01	11	$2,061.60
November	386	$135,375.84	18	$4,541.00
December	386	$136,131.44	5	$1,897.07
January	392	$138,629.21	2	$1,178.53
February	391	$138,216.61	7	$2,827.30
March	375	$131,858.32	27	$7,231.83
April	392	$138,396.92	4	$177.00
May	412	$146,009.55	12	$3,666.00
June	423	$149,347.05	9	$1,666.05
July				
August				
September				
Totals			95	$25,246.38

Code Enforcement Report
105 S Cockrell Hill Rd
Ovilla, TX 75154
(972) 617-7262

To: Mayor Richard Dormier
Ovilla City Council
Dennis Burn

Subject:**Code Enforcement Monthly Report**

Calls For Service	June 2016	June 2016 YTD	June .2015	
Complaint (Nuis 38,Permit 8,Parking 7	53	227	48	
Follow Up (Nuis 40 Permit-9, Parking-7)	57	250	57	
Door Notice (Nui -25, Permit-10, Parking-7)	42	171	33	
Mail Notice (8 Parking 12 grass 6 permit)	26	133	18	
Posted Property (Grass12,)	12	56	8	
Court (3 1 JV. 1 grasss 1 no permit)	$597	622	$0.00	
Citizen Contacts	53	350	65	
Permits Reviewed	18	93	12	
Permits Issued	12	63	10	
Inspections	27	115	15	
Nuisance Abated by City (Grass3)(Mosqu4)	7	11	6	
Nuisance Signs (Garage sale-20 business7)	27	155	40	
Board Of Adjustment	0	7	0	

OVILLA ANIMAL CONTROL
105 S Cockrell Hill Rd
Ovilla, TX 75154
(972) 617-7262

To: Mayor Richard Dormier
Ovilla City Council
Dennis Burn

Subject:**Animal Control Monthly Report**

Calls For Service	June 2016	Junel 2016 YTD	June 2015	
Complaint (Regist-18 At Large-6 Bark 3)	27	234	48	
Followups	29	187	51	
Door Notice (Regis-18, Bark -4)	22	134	15	
Impounded Animal (Dog 7)	4	40	7	
Animal Welfare Check	4	39	10	
Impound Results (Return-1, Transport-4)	5	30	7	
Impound fee collected	$45.00	$920.00	70	
Court( )	$0.00	$266.00	0	
Citizen Contacts	38	224	45	
Registration Tags Issued $240	20	115	28	
Registration Reminder Mailed	22	136	13	
Nuisance Letter Mailed 4 Barking	4	22	1	
Animals released (1 arma,1 snake,)	2	10	12	
Deceased Removed	28	127	23	
Oak Leaf (2 dogs)	2	13	4	
Traps Checked Out	4	28	7	

To: Honorable Mayor and Council Members

From: Mike Dooly, Community Services

Subject: Monthly and Y-T-D Building permits

Activity Report:

1. **Building permits issued beginning of FY 2015-2016:**
   Total Homes = 21 and Total Other 213
   (Other: plumbing, flatwork, fences, mechanical, swimming pools, etc.)

- June 2016 – New home construction: 10 / Other: 25
- May 2016 – New home construction: 2 / Other: 16
- April 2016 – New home construction: 2 / Other: 21
- March 2016 – New home construction: 2 / Other: 24 (9 are sign permits)
- February 2016 – New home construction: 1 / Other: 36 (10 are sign permits)
- January 2016 – New home construction: 0 / Other: 29
- December 2015 – New home construction: 3 / Other: 15
- November 2015 - New home construction: 0 / Other: 27
- October 2015 – New home construction: 1 / Other: 20

City of Ovilla

Ovilla City Council

CONSENT ITEMS C1 – C4

Meeting Date: July 11, 2016

Department: Administration/Finance

☒Discussion ☒Action

Budgeted Expense: ☒YES ☐NO ☒N/A

Submitted by: Staff

Amount: N/A

Attachments:
C1. May 2016 Financial Transactions over $5,000 C2. Resolution R2016-05 approving authorized representative with TexPool C3. Resolution R2016-06 approving authorized representative with TexSTAR C4. Resolution R2016-07 approving ATMOS 2016 Assessment and Membership
Discussion / Justification:
Recommendation / Staff Comments:
Staff recommends approval.
Sample Motion(s):
I move to approve the consent items as presented.

City of Ovilla

FOUNDED IN 1844

DATE: July 11, 2016

TO: Honorable Mayor and Council Members

FROM:
Linda Harding, Accountant

SUBJECT: Transactions Over $5,000 For May 2016

City of Ovilla Expenditures Over $5,000
for the Month of MAY 2016

General Fund

Date	Check#	Payee	Description	Amount
05/02/2016	45008	Records Consultants, Inc.	Records retention plan	$5,017.00
5/5/2016	ACH	Quick Books Payroll Service	Payroll	$42,626.81
5/6/2016	45014	T.M.R.S.	Retirement	$12,217.23
5/6/2016	45011	US Treasury	Payroll Taxes	$7,900.92
5/13/2016	45041	City of Midlothian	SRRG/SRT annual membership	$7,500.00
5/13/2016	45037	Progressive Waste Solutions of TX, Inc.	Solid Waste	$18,343.00
5/19/2016	ACH	Quick Books Payroll Service	Payroll	$42,570.29
5/20/2016	45064	Citizens	Credit card payment	$5,215.20
5/20/2016	45047	US Treasury	Payroll Taxes	$7,348.08
5/26/2016	45094	Blue Cross Blue Shield of Texas	Health Insurance	$9,338.42

Total General Fund Transactions $5,000 and Over $158,076.95

Water & Sewer Fund

Date	Check#	Payee	Description	Amount
05/06/2016	16274	City of Ovilla General Fund	P/R 5 6 16	$12,001.47
05/13/2016	16287	City of Dallas	Water	$22,861.04
05/19/2016	16297	City of Ovilla General Fund	Solid Waste	$18,074.30
05/20/2016	16288	City of Ovilla General Fund	P/R 5 20 16	$11,850.03
05/20/2016	16291	Trinity River Authority	Sewer	$22,567.00

Total Water & Sewer Fund Transactions $5,000 and Over $87,353.84

RESOLUTION NO R2016-05
RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, the *City of Ovilla* -

Ovilla is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ('TexPool/ Texpool *Prime*"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

Section One

That the Individuals, whose signature appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/ TexPool *Prime* and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Section Two

That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool/ TexPool *Prime* account or (2) is no longer employed by the Participant; and

Section Three

That the Participant may be Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

Section Four

The listed Authorized Representatives of the Participant are attached hereto as Exhibit A. This document supersedes all prior Authorized Representative designations.

PASSED, APPROVED, AND RESOLVED this 11 day of July 2016.

_____
Richard A. Dormier, Mayor

ATTEST: _____
Pamela Woodall, CITY SECRETARY

Resolution Amending Authorized Representatives

Please use this form to amend or designate Authorized Representatives.

This document supersedes all prior Authorized Representative forms.

*** Required Fields**

1. Resolution

WHEREAS,

The City of Ovilla
Participant Name*

7 8 7 6 1
Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and

C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Richard A. Dormier
Name

Mayor of Ovilla
Title

972-617-7262 / 972-515-3221 / mayordormier@cityofovilla.org
Phone/Fax/Email

Signature

2. Dennis Burn
Name

City Manager
Title

972-617-7262 / 972-515-3221 / dburn@cityofovilla.org
Phone/Fax/Email

Signature

FORM CONTINUES ON NEXT PAGE

1. Resolution (continued)

3. David Griffin
Name

Mayor Pro Tem, Place 3 Councilmember
Title

972-617-7262 / 972-515-3221 / place3griffin@cityofovilla.org
Phone/Fax/Email

Signature

4. Linda Harding
Name

City Accountant
Title

972-617-7262 / 972-515-3221 / lharding@cityofovilla.org
Phone/Fax/Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Linda Harding, City Accountant
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Pamela Woodall
Name

City Secretary
Title

972-617-7262 / 972-515-3221 / pwoodall@cityofovilla.org
Phone/Fax/Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the _____day _____, 20 ___.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED	**ATTEST**
Signature*	Signature*
Printed Name*	Printed Name*
Title*	Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1400
Houston, TX 77002

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED **TEX-REP**

TexPool Participant Services
1001 Texas Avenue, Suite 1400 • Houston, TX 77002
Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • www.texpool.com

Managed and Serviced by Federated®
G45340-17 (12/15)

RESOLUTION NO R2016-06
RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, *City of Ovilla* is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool (TexStar/LOGIC), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

Section One

That the Participant may be Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

Section Two

The listed Authorized Representatives of the Participant are attached hereto as Exhibit A. This document supersedes all prior Authorized Representative designations.

PASSED, APPROVED, AND RESOLVED this 11 day of July 2016.

_____
Richard A. Dormier, Mayor

ATTEST: _____
Pamela Woodall, **CITY SECRETARY**

ADDITION/DELETION FORM FOR AUTHORIZED REPRESENTATIVES

TexSTAR

PARTICIPANT NAME: City Of Ovilla **EFFECTIVE DATE:** _____

PART I: DELETIONS - Please enter the Authorized Representatives to be *deleted*.

1. Doug Hunt
2. _____
3. _____

Inquiry: _____

PART II: ADDITIONS - Please enter the Authorized Representatives to be *added*.

1. Name: David Griffin Email: place3griffin@cityofovilla.org
   Signature: _____ Phone: 972-617-7262 Title: Mayor Pro Tem, Place 3 Council
2. Name: _____ Email: _____
   Signature: _____ Phone: _____ Title: _____
3. Name: _____ Email: _____
   Signature: _____ Phone: _____ Title: _____

PART III: APPROVALS - Please enter the names of *all currently* Authorized Representatives to authorize the deletions and additions of the individuals above.

1. Name: Dennis Burn
   Signature: _____
   Title: City Manager
2. Name: Richard A Dormier
   Signature: _____
   Title: Mayor
3. Name: Linda Harding
   Signature: _____
   Title: City Accountant
4. Name: _____
   Signature: _____
   Title: _____

Official Seal of Participant
(REQUIRED)

REQUIRED
Attested By: _____
Printed Name: _____
Title: _____

Document with original signatures is required.

Mail originals to TexSTAR Participant Services * 1201 Elm Street, Suite 3500 * Dallas, Texas 75270

ADDITION/DELETION FORM
FOR AUTHORIZED REPRESENTATIVES

TexSTAR

PART IV: PRIMARY CONTACT [required] - If the Primary Contact on file with TexSTAR was deleted in Part I of this form, please provide the name of the Authorized Representative that will be the Primary Contact. The Primary Contact is the individual who will receive the daily transaction confirmations, monthly statements, monthly newsletter, TexSTAR updates and other program mailings.

Name: Linda Harding

Email Address: lharding@cityofovilla.org

Phone Number: 972-617-7262

PART V: INQUIRY ONLY [optional] - If an Inquiry Only Representative was deleted in Part I and you wish to replace this representative or add an inquiry only representative to your TexSTAR account for the first time, please list this individual below. This limited representative cannot make deposits or withdrawals or sign Bank Information Sheets.

Name: Pamela Woodall Title: City Secretary

Signature: _____ Phone: 972.617.7262

Email: pwoodall@cityofovilla.org

If you have any questions regarding this form or the Authorized Representatives currently on file with TexSTAR for your entity, please contact TexSTAR Participant Services at 1-800-839-7827.

Document with original signatures is required.

Forms with alterations (i.e. white out, mark out, etc.) will NOT be accepted

Mail originals to TexSTAR Participant Services * 1201 Elm Street, Suite 3500 * Dallas, Texas 75270

RESOLUTION NO. R2016-07

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF TWO AND ONE-HALF CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

WHEREAS, the City of OVILLA is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS:

I.

That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of OVILLA and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2016 assessment to the ACSC in the amount of two and one-half cents ($0.025) per capita.

III.

A copy of this Resolution and approved assessment fee payable to *"Atmos Cities Steering Committee"* shall be sent to:

David Barber
Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010

PRESENTED AND PASSED on this the _____ day of _____, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of _____, Texas.

_____
Signature
Mayor

ATTEST:

_____
Signature
City Secretary

APPROVED AS TO FORM:
City Attorney

BY_____

7093159.1
R2016-07 ATMOS
OVILLA ASSESSMENT & MEMBERSHIP

STAFF REPORT ON ASSESSMENT RESOLUTION FOR ATMOS CITIES STEERING COMMITTEE

Purpose of the Resolution:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee ("ACSC") is composed of municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division regardless of whether original jurisdiction has been retained. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 168 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of Resolution Paragraphs:

I. This paragraph authorizes the continuation of the City's membership in ACSC.

II. This paragraph authorizes payment of the City's assessment to the ACSC in the amount of five cents ($0.025) per capita.

III. This paragraph requires notification that the City has adopted the Resolution.

Payment of Assessment

The assessment payment check should be made out to "*Atmos Cities Steering Committee*" and mailed to Brandi Stigler, Atmos Cities Steering Committee, c/o Arlington City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

REQUEST FOR CONTACT INFORMATION
JUNE 2016

CONTACTS

Please provide contact information for the following coalitions:

- *OCSC (Oncor Cities Steering Committee)*
- *ACSC (Atmos Cities Steering Committee)*
- *TCCFUI (Texas Coalition of Cities for Utility Issues)*

Please type or print clearly

MAIN CONTACT

Name:	
Title:	
City of:	
Address:	
Phone:	
Fax:	
Email:	

ADDITIONAL CONTACT

Name:	
Title:	
City of:	
Address:	
Phone:	
Fax:	
Email:	

CONTACT TO SEND INVOICES OR CHECKS

Name:	
Title:	
City of:	
Address:	
Phone:	
Fax:	
Email:	

Please duplicate if more room needed.

(Please complete and return to: Brandi Stigler @ brandi.stigler@arlingtontx.gov or 817-459-6897 fax).

7093158.1

ACSC

Atmos Cities Steering Committee

2015 Year in Review

84th Regular Legislative Session

84th TEXAS LEGISLATIVE SESSION

Texas' 84th Regular Legislative Session was a major event for Atmos Cities Steering Committee ("ACSC") in 2015. From January through June, ACSC representatives played a large role at the Capitol advocating for consumers on utility issues, which as usual, received significant attention from lobbyists and legislators. Approximately 120 utility-related bills were filed this session and ACSC was active on many of them. Like most sessions, there were disappointments and accomplishments, but overall, ACSC is pleased no major utility legislation negatively impacting cities' interests was adopted. This is particularly satisfying given the attacks on municipalities raised in other areas throughout the session.

Despite favorable hearings and committee approval, the powerful utility lobby ultimately prevented one of ACSC's bills from passing, Rep. Jim Keffer's (R – Eastland) Railroad Commission ("RRC") system-wide bill (HB 3749). This bill would have helped preserve the ability of cities to protect their citizens' interests in gas utility cases by requiring reasonable rate case expenses to be collected equally from all the utility's customers irrespective of their geographical location. It was supported by consumer and city groups, but failed to emerge from the Texas House.

ACSC also actively opposed and successfully prevented some legislation from adoption. House Resolution 3425, would have delayed for several years an intensive review of the RRC, which is the state agency that oversees gas utility rates. The resolution emerged unexpectedly during the waning days of the session, passed in the Senate, but then died in the House. Its death came as good news to several lawmakers, consumer groups and city coalitions – each of whom have called for agency reform. This last-minute resolution would have delayed the Sunset review of the Commission for another eight years.

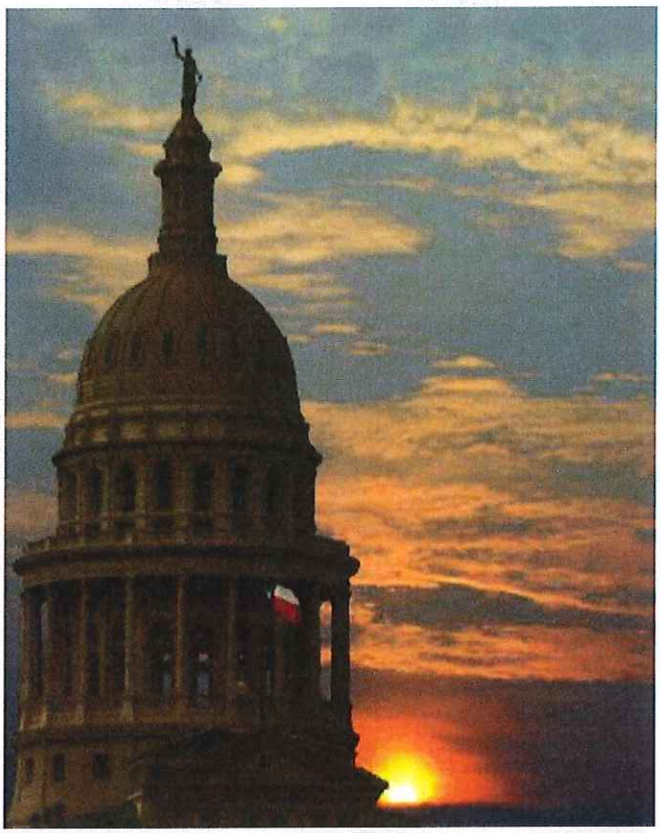
ACSC is now beginning work for the 2017 legislative session. During the interim, ACSC representatives will continue to meet with legislators and legislative staff to educate them on utility issues, provide information and recommendations to the Sunset Advisory Commission for its RRC review and engage with stakeholders to identify additional needs.

Atmos Rate Review Mechanisms

Last year, ACSC settled Atmos Energy MidTex Division's two most recent Rate Review Mechanism ("RRM") cases. The Proposal for Decision in the 2014 Atmos Energy Corporation MidTex Division RRM case was issued on April 29, 2015 over a year after the initial filing. While the 2014 RRM was still pending, Atmos filed its 2015 RRM in February 2015. After the 2014 decision was issued, and considering the 2015 RRM filing, the ACSC Executive Committee approved a settlement rgreement resolving the 2014 and 2015 RRMs together. The 2015 RRM filing saved cities about $15 million over a Gas Reliability Infrastructure filing. The new rates were effective June 1. Atmos Energy MidTex Division will file its 2016 RRM by March 1, 2016 which ACSC will also participate in.

Atmos Energy West Texas Division filed an RRM on December 1, 2015, to increase rates by 4.72% with gas cost. The proposed effective date for the new rates is March 15, 2016.

RRC Sunset Review Begins



The Railroad Commission's review by the Texas Sunset Commission for the 2017 legislative session began in 2015. The RRC submitted its self-evaluation report detailing the agency's function, organization, and programs along with an internal audit report in September. The Sunset Commission then sought information from stakeholders on how the RRC can be improved through a public questionnaire on its website. City advocates recommended renaming the RRC to more accurately reflect its mission and transferring gas utility ratemaking authority to the PUC. City advocates also suggested gas utility cases be adjudicated by the State Office of Administrative Hearings and that the RRC allocate rate case expenses on a system-wide basis. The Sunset Advisory Commission will issue a report in late April regarding information collected from stakeholders and the Sunset Commission's recommendations to improve the agency.

2016 Officers

At the December meeting, ACSC members approved the budget and elected the following officers for 2016:

Co-chairs—Odis Dolton (Abilene) & Jennifer Richie (Waco)

Vice-Chair and Secretary—Joel Welch (Ennis)

Treasurer—David Barber (Arlington)

2016 ACSC Meetings

March 10

May 12

August 11

December 8

Questions?
For questions or concerns regarding any ACSC matter or communication, please contact the following representatives, who will be happy to provide assistance:

Geoffrey Gay
512-322-5875
ggay@lglawfirm.com

Thomas Brocato
512-322-5857
tbrocato@lglawfirm.com

Lloyd Gosselink
ATTORNEYS AT LAW
Lloyd Gosselink Rochelle and Townsend, P.C.
816 Congress Avenue Suite 1900
Austin, Texas 78701

ACSC Cities (168 Total)

Abilene
Addison
Allen
Alvarado
Angus
Anna
Argyle
Arlington
Aubrey
Azle
Bedford
Bellmead
Benbrook
Beverly Hills
Blossom
Blue Ridge
Bowie
Boyd
Bridgeport
Brownwood
Buffalo
Burkburnett
Burleson
Caddo Mills
Canton
Carrollton
Cedar Hill
Celeste
Celina
Centerville
Cisco
Clarksville
Cleburne
Clyde
College Station
Colleyville
Colorado City
Comanche
Commerce
Coolidge
Coppell
Copperas Cove
Corinth
Corral City
Crandall
Crowley
Dalworthington Gardens
Denison
DeSoto
Duncanville
Eastland
Edgecliff Village
Emory
Ennis
Euless
Everman
Fairview
Farmers Branch
Farmersville
Fate
Flower Mound
Forest Hill
Fort Worth
Frisco
Frost
Gainesville
Garland
Garrett
Grand Prairie
Grapevine
Groesbeck
Haltom City
Harker Heights
Haskell
Haslet
Hewitt
Highland Park
Highland Village
Honey Grove
Hurst
Hutto
Iowa Park
Irving
Justin
Kaufman
Keene
Keller
Kemp
Kennedale
Kerens
Kerrville
Killeen
Krum
Lakeside
Lake Worth
Lancaster
Lewisville
Lincoln Park
Little Elm
Lorena
Madisonville
Malakoff
Mansfield
McKinney
Melissa
Mesquite
Midlothian
Murphy
Newark
Nocona
North Richland Hills
Northlake
Oak Leaf
Ovilla
Palestine
Pantego
Paris
Parker
Pecan Hill
Petrolia
Plano
Ponder
Pottsboro
Prosper
Quitman
Red Oak
Reno (Parker County)
Rhome
Richardson
Richland
Richland Hills
River Oaks
Roanoke
Robinson
Rockwall
Roscoe
Rowlett
Royse City
Sachse
Saginaw
Sansom Park
Seagoville
Sherman
Snyder
Southlake
Springtown
Stamford
Stephenville
Sulphur Springs
Sweetwater
Temple
Terrell
The Colony
Trophy Club
Tyler
University Park
Venus
Vernon
Waco
Watauga
Waxahachie
Westlake
Westover Hills
Whitesboro
White Settlement
Wichita Falls
Woodway
Wylie

City of Arlington, c/o Atmos Cities Steering Committee
Attn: David Barber, Asst City Attorney
101 S. Mesquite, 3rd Floor
Arlington, TX 76010

Invoice

Date	Invoice #
6/15/2016	16-112

Bill To
City of Ovilla

Item	Rate	Population	Amount
2016 Assessement	0.025	3,998	99.95
		Total	$99.95

Please make check payable to: Atmos Cities Steering Committee. Mail to ACSC, c/o David Barber, Asst City Attorney, 101 S. Mesquite, 3rd Floor, Arlington, TX 76010

CITY OF OVILLA

Ovilla City Council

PUBLIC HEARING

Meeting Date: July 11, 2016 **Department: Administration**

☒**Discussion** ☐**Action**

Receive comments regarding the proposed request:

Attachments:
NOTICE
Agenda Item / Topic:
Case PZ2016-07 Receive presentation and citizen comments on a request for a Specific Use Permit application filed by Yara Masri Management Company to open and operate a restaurant, Golden Chicken, located at 2887 Ovilla Road, Ellis County, Ovilla, Texas 75154. *a.* *PRESENTATION* of request for a Specific Use Permit filed by representative of Yara Masri Management Company (owner). *b.* *PUBLIC HEARING* to receive comments from the public regarding the request.

LEGAL NOTICE **PUBLISHED – June 17, 2016**

CITY OF OVILLA
NOTICE OF PUBLIC HEARINGS

Notice is hereby given to all interested persons that the Planning and Zoning Commission of the City of Ovilla, Texas will conduct a public hearing on **Tuesday, July 05, 2016 at 6:00 o'clock pm** at the Ovilla Municipal Building, Council Chamber Room, 105 S. Cockrell Hill Road for consideration of a Specific Use Permit Application, filed by Yara Masri Management Company (owner), to open and operate a restaurant, "Golden Chicken" located at 2887 Ovilla Road, Ellis County, Ovilla, TX, 75154.

The Ovilla City Council will consider and act on the Specific Use Permit Application after it receives a final report and recommendation from the Planning & Zoning Commission. The scheduled date for the second public hearing, consideration and action is **Monday, July 11, 2016, 6:30 o'clock p.m.**, during a regularly scheduled City Council meeting at the same location.

All interested persons are invited to attend and share comments. Written comments will also be accepted by mail addressed to Glennell Miller, City Secretary Assistant, 105 S. Cockrell Hill Road, Ovilla, TX 75154, email gmiller@cityofovilla.org, or fax 972-515-3221. For additional information regarding this notice, please contact City Secretary Pam Woodall, pwoodall@cityofovilla.org.

CITY OF OVILLA, TEXAS

POSTED ON WEBSITE AND BULLETIN BOARD 06/17/2016

Glennell Miller, Assistant to City Secretary

City of Ovilla

Ovilla City Council

AGENDA ITEM REPORT

Item 1

Meeting Date: July 11, 2016 | **Department: Administration**

☒Discussion ☒Action | **Budgeted Expense: ☐YES ☐NO ☒N/A**

Submitted By: Dennis Burn, CM | **Amount: N/A**

Reviewed By: ☒ City Manager ☒ City Secretary ☐ City Attorney ☐ Accountant ☒ Other: Staff

Attachments:

1. Planning & Zoning Recommendation
2. Fire Department review letter
3. SUP Check List and Application documents
4. Warranty Deed and Property ID
5. Site Plans, including project details

Agenda Item / Topic:

ITEM 1. *DISCUSSION/ACTION* – Receive recommendation from the Planning and Zoning Commission to consider and act upon a Specific Use Permit Application, PZ2016-07, filed by Yara Masri Management Company for the construction of a Golden Chick Restaurant located at 2887 Ovilla Road, Ovilla, Texas 75154.

Discussion / Justification:

The Ovilla Code of Ordinances Land Use Table allows for the construction of a restaurant/drive-thru with the approval of a Specific Use Permit (SUP). The Planning and Zoning Commission met in a Regular meeting on Tuesday, July 11, 2016 (duly posted under the Open Meetings Act), and held a public hearing to hear/receive comments from interested individuals and to consider this application request.

The applicant, Yara Masri, gave presentation to the Planning and Zoning Commission. All conditions for the granting of a SUP were addressed with supporting documentation provided by the applicant. There were no comments made from the public in favor or opposition of the SUP.

Following consideration and discussion of the Planning and Zoning Commission, the SUP was unanimously approved by a record vote and a favorable recommendation is hereby forwarded to the Ovilla City Council for consideration of the SUP for a Golden Chick Restaurant.

Note: there is no zoning change request with this SUP Application. This location is zoned General Commercial.

SPECIFIC USE PERMIT

NAME: **GOLDEN CHICK**

AUTHORIZED AGENT OF RECORD:	Yara Masri Management Company
ENGINEER:	Davis & McDill, Inc.
APPLICATION DATE:	May 27, 2016
LOCATION:	2887 Ovilla Road, Ovilla
UTILITIES:	Glenn Heights CCN
ZONING:	CG General Commercial
PROPOSED LAND USE:	Commercial
MAJOR THOROUGHFARE:	Highway 664/Ovilla Road
APPLICANT'S PROPOSAL:	Restaurant, Drive-thru

Recommendation / Staff Comments:

The Planning and Zoning Commission and city staff find that all requirements are met for the approval of this SUP Application for a Golden Chick Restaurant.

Sample Motion(s):

I move that Council **approve/deny** a Specific Use Permit Application filed by Yara Masri Management Company for the construction of a Golden Chick Restaurant located at 2887 Ovilla Road, Ovilla, Texas 75154.

Planning & Zoning Commission
CERTIFICATE OF APPROVAL

Case PZ16.07 – An application of request was filed by Yara Masri Management Company for consideration of Specific Use Permit for Golden Chick Restaurant located at 2887 Ovilla Road.

ITEM 3. ***DISCUSSION/ACTION* – Case PZ16.07 -** Review and consideration of plat application filed by Yara Masri Management Company (owner) to open and operate a restaurant, Golden Chick located at 2887 Ovilla Road, and forward recommendation to the Ovilla City Council.

****

PLANNING AND ZONING Members present, and upon a record vote of:

PL 1 Jungman	**AYE**	**PL5 Zabojnik**	**AYE**
PL2 Yordy	**AYE**	**PL6 Hart**	**AYE**
PL3 Lynch	**ABSENT**	**PL7 Zimmermann**	**ABSENT**
PL4 Whittaker	**AYE**		

5 FOR

0 AGAINST

0 ABSTAIN

****

Michael K. Yordy
Presiding Officer of P&Z

July 5, 2016
Date

G Mullen
Board Secretary

July 5, 2016
Date

OVILLA
FIRE DEPARTMENT

July 6, 2016

Mr. Burn,

I have reviewed the site plan for the Golden Chick and approve of it.

Thanks,

Kevin R. Lindsey
Deputy Chief/ Fire Marshal

REQUEST FOR AN APPEARANCE / PUBLIC HEARING

*THE CITY OF OVILLA, TEXAS ** CITY COUNCIL*

- REQUEST FOR SPECIFIC USE PERMIT -

SPECIFIC USE PERMIT CHECK LIST COVER SHEET

Please provide the following information/items as part of your submittal packet:

✓ CURRENT SURVEY / SITE PLAN ATTACHED

✓ PROPERTY OWNER'S NAME, MAILING ADDRESS AND CONTACT INFORMATION

Name: ABDEL RADAK

Address: 1420 Meadowview Lancaster 75146

Contact Info.: Sack 469-447-9280

Email: ~~Law~~ LAWmaxinc@gmail.com

YARA MASRI MANAGEMENT COMPANY - gu

✓ RECEIPT SHOWING ALL PROPERTY TAXES PAID – ATTACHED.

✓ EXISTING ZONING commerical

✓ TITLE BLOCK LISTING OF / COMPLETE LEGAL DESCRIPTION OF PROPERTY OF PROPOSED SPECIFIC USE PERMIT.

✓ PROPOSED USE OF PROPERTY (if other than current use).

✓ SIZE OF PROPERTY .61 ACRES

✓ PAID RECEIPT ATTACHED - # 103122

DATE RECEIVED AT CITY HALL OFFICE: 2/25/16 RECEIVED BY: TM

INSTRUCTIONS AND REGULATIONS

FOR COMPLETING THE

APPLICATION PROCEDURE FOR

SPECIFIC USE PERMIT

The instruction pages are provided for your information and aid in filling out this ***SPECIFIC USE PERMIT*** request. It is not to be considered legal advice. City employees are not permitted to give legal advice in this matter.

DEFINITION from the Ovilla Code of Ordinances: The use of any building, structure, or land not specifically allowed by district regulations, but permitted as a specific use in accordance with Chapter 14 Specific Use Permits.

No special use shall be erected, used, altered, occupied nor shall any person convert any land, building or structure to such a use unless a ***Specific Use Permit*** has been issued by the City Council. The granting of a ***Specific Use Permit*** shall be done in accordance with the provision for amendment of the Ovilla Comprehensive Zoning Ordinance.

An application for a *Specific Use Permit* shall be filed with the administrative official on city application forms. The application shall be accompanied with the following:

1. A completed application form signed by the property owner;
2. An application fee as established by the city's latest adopted schedule of fees;
3. A certificate stating that all city and school taxes have been paid to date;
4. A property description of the area where the *Specific Use Permit* is proposed to apply;
5. A site plan complying with the requirements stated in this section which will become a part of the *Specific Use Permit*, if approved; and
    a. A site plan shall contain, at a minimum the following information:
        i. The boundary lines and dimensions of the property, existing subdivision lots, available utilities, easements, roadways, sidewalks, emergency access easements, and public rights-of-way.

ii. Topography of the property proposed for development in contours of not more than two feet, apart with any proposed grade elevations, if different **from** existing elevations. (Note: If the natural contour of the land is to be altered or changed in any location on the property more than four (4) feet, the site plan must provide detailed information on the proposed grading plan. This information shall include the correlation of the proposed grading plan to the surrounding properties and the use of those surrounding properties and shall include information indicating the drainage and the line of sight effect the proposed grading plan will have on the surrounding properties.

iii. One-hundred year flood plains, water courses, marshes, drainage areas, and other significant environmental features including, but not limited to, rock outcroppings and major tree groupings. Topographic and drainage map information provisions may be waived by the reviewing body when the inclusion of such data would not materially contribute to the necessary evaluation of the project petition.

iv. The location of existing trees with indication as to those to be preserved.

v. The location and proposed uses of all existing and proposed buildings or structures, including all refuse storage areas, and the minimum distance between buildings. Where building complexes are proposed, the location of each building and the minimum distances between buildings, and between buildings and the property line, street line, and/or alley shall be submitted. For buildings more than one (1) story in height, elevations and/or perspective drawings shall be required in order that the relationship of the buildings to adjacent property, open spaces, and to other features of the development plan may be determined. Such drawings need to indicate the square footage, the height, number of floors and exposures for access, light, and air. A designation of the maximum building coverage of the site shall be indicated on the site plan.

vi. Total number, location, and arrangement of off-street parking and loading spaces, where required. The plan should include a table of the required and proposed off-street parking and off-street loading spaces with the building area. The number, layout, and design of all handicapped accessible parking spaces shall comply with the current requirements of the Americans with Disabilities Act (ADA) and the Texas Accessibility Standards (TAS).

vii. All points of vehicular ingress, egress, and circulation within the property and all special traffic regulation facilities proposed or required to assure the safe function of the circulation plan.

viii. Setbacks, lot coverage, and when relevant, the relationship of the setbacks provided and the height of any existing or proposed building or structure.

ix. The location, size, and arrangement of all outdoor signs, exterior auditory speakers, and lighting.

x. The type, location, and quantity of all plant material used for landscaping, and the type, location, and height of fences or screening and the plantings around them. When necessary to protect the public health, safety, or welfare, the City Council or the Planning and Zoning Commission may require landscaping and screening requirements to be in place prior to the start of construction pursuant to an approved site plan.

xi. Where multiple types of land uses are proposed, a delineation of the specific areas to be devoted to various land uses.

xii. Vicinity map, north point, scale, name of development, name of owner, name of planner, total acreage of project, and street address or common description of the property.

xiii. Current land uses and zoning district of the property and current land uses and zoning districts of contiguous properties and buildings on the exterior of the site and within twenty-five (25) feet of all property lines.

xiv. Existing buildings on the exterior of the site and within one-hundred (100) feet of all property lines.

xv. The location and size of existing and proposed surface and subsurface drainage facilities, including culverts, drains, and detention ponds, showing size and direction of flow.

xvi. The number of square feet of the property after construction which will constitute impervious area or impervious surface and vegetated areas.

xvii. Roadway speeds and distances of adjacent driveways from all proposed driveways and streets.

xviii. Architectural drawings, such as elevations, concept sketches or renderings depicting building types and other significant proposed improvements including the treatment and use of open spaces, etc. where the submission of such drawings would more clearly portray the nature and character of the applicant's land use and development proposals.

xix. Legal description of the total site area proposed for rezoning, development or specific use permit.

xx. Signature and title of the applicant, Darrey L. Davis certifying the information presented in the plans, and supporting documents reflect a reasonably accurate portrayal of the nature and character of the applicant's proposals.

6. Any other material and/or information as may be required by the Planning and Zoning Commission, the City Council or the administrative official to fulfill the purpose the subsection of Ovilla's Comprehensive Zoning Ordinance and to ensure that the application is in compliance with the ordinances of the City.

7. TIME LIMIT:

A ***Specific Use Permit*** shall become null and void unless construction or use is substantially underway within one year of the granting of the permit, unless an extension of time is approved by the City Council.

DATE: 2·25·2016

Case No. PZ2016.~~05~~ 07

REQUIRED FORMS FOR A *SPECIFIC USE PERMIT*

To the

OVILLA PLANNING & ZONING COMMISSION / OVILLA CITY COUNCIL

CITY OF OVILLA	§	**COUNTY OF ELLIS**
STATE OF TEXAS	§	

TO THE HONORABLE PLANNING & ZONING COMMISSION / CITY COUNCIL

Property description (Attach field notes if necessary):

Lot No. 295

Block No. WC DENTON

Property Zoned ~~Com~~ CG

Property Address 2887 Ovilla Rd.
Ovilla Texas
75154

OWNER OF PROPERTY YARA MASRI MANAGEMENT

APPLICANT Danny Douthit

SPECIFIC USE PERMIT PZ2016-07

City of Ovilla

Case No. P22016.05-07

The Applicant/Owner, YARA MASRI MGMT. CO., of ELLIS County, requests that the Ovilla Planning & Zoning Commission grant the following *SPECIFIC USE* to Chapter 14, Section 21, Paragraph _____ of the Ovilla City Code. Please state in detail what type of *SPECIFIC USE* you are seeking, attach additional sheets if necessary.

Requesting commercial use for Golden Chicken Restaurant as per plans

Has a previous appeal been filed on this property? YES / NO

If YES, when was the previous appeal filed? No

Case No. PZ2016.05 07

CONDITIONS NECESSARY FOR GRANTING A *SPECIFIC USE PERMIT*

Please state in detail how the conditions necessary for the granting of a ***SPECIFIC USE*** have been met in this case. Attach additional sheets if necessary or place N/A if not applicable to your request.

CONDITION 1: The proposed use complies with all of the requirements of the zoning district in which the property is located.

yes

CONDITION 2: The benefits that the city gains from the proposed use outweigh the loss of or damage to any homes, businesses, natural resources, agricultural lands, historical or cultural landmarks or sites, wildlife habitats, parks or natural, scenic or historical features of significance, and outweigh the personal and economic cost of any disruption to the lives, businesses and property of individuals affected by the proposed use.

Generates advalorem Tax, Sales Tax and a Restaurant to Serve the Comm—.

CONDITION 3: Adequate utilities, road access, drainage and other necessary supporting facilities have been or shall be provided.

shall be provide

CONDITION 4: The design, location and arrangement of all public and private streets, driveways, parking spaces, entrances and exits shall provide for a safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments.

yes

Case No. PZ2016.05 07

*Mayor Richard Dormier * Mayor Pro-Tem Doug Hunt*
*Council Members * Rachel Huber * Larry Stevenson * David Griffin *Dean Oberg*
City Manager Dennis Burn

CONDITION 5: The issuance of the ***Specific Use Permit*** does not impede the normal and orderly development and improvement of neighboring vacant property.

NO

CONDITION 6: The location, nature and height of buildings, structures, walls and fences are not out of scale with the neighborhood.

NO

CONDITION 7: The proposed use will be compatible with and not injurious to the use and enjoyment of neighboring property, not significantly diminish or impair property values within the vicinity.

NO

CONDITION 8: Adequate nuisance prevention measures have been or shall be taken to prevent or control offensive odors, fumes, dust, noise, vibration and visual blight.

yes

CONDITION 9: Sufficient on-site lighting is provided for adequate safety of patrons, employees and property, and such lighting is adequately shielded or directed so as not to disturb or adversely affect neighboring properties.

yes

CONDITION 10: There is sufficient landscaping and screening to ensure harmony and compatibility with adjacent properties. yes

Case No. PZ 2016.05 07

CONDITION 11: The proposed operation is consistent with the applicant's submitted plans, master plans, projections, or, where inconsistencies exist, the benefits to the community outweigh the costs.

Yes

CONDITION 12: The proposed use is in accordance with the Comprehensive Land Use Plan.

Yes

ADDITIONAL CONDITIONS:

In authorizing a ***Specific Use Permit***, the Planning and Zoning Commission may recommend, and the City Council may impose additional reasonable conditions necessary to protect the public interest and the welfare of the community. The City Council may provide that the ***Specific Use Permit*** will only be valid for certain duration.

All conditions are required to be met in order for the Planning & Zoning Commission recommend your SPECIFIC USE to the City Council. ***Failure to state how your SPECIFIC USE request meets these conditions in your application will result in its return without being submitted to the Planning & Zoning Commission.***

WARRANTY DEED

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

THAT WE, RONALD C & BETTE BOB MC CLURE, of the County of Ellis and State of Texas, for and in consideration of the cash and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, have **GRANTED, SOLD AND CONVEYED**, and by these presents do **GRANT, SELL AND CONVEY** unto Yara Management Incorporated, of the County of Ellis and State of Texas, all of the following described real property in the City of Ovilla ,County of Ellis, Texas, to-wit:

PROPERTY (INCLUDING ANY IMPROVEMENTS):
Being all that certain lot, tract or parcel of land situated in the W.C. Denton Survey, Abstract No. 295, in the City of Ovilla, in Ellis County Texas, Texas and being more particularly described as follows:

BEGINNING at a 1/2" steel rod set in the south line of F.M. 664 for a northeast corner of said McClure tract, and being the same for this tract, and also being the northwest corner of Lot1, Block A, Dollar General Addition, an addition to the City of Ovilla, in Ellis County, according to the plat thereof as recorded in Cabinet G, Slide 299, Plat Records, Ellis County, Texas

THENCE South 00 deg 30 min 37 sec East, 212.47 feet

THENCE South 89 deg 29 min 27 sec West, 125.00 feet

THENCE North 00 deg 30 min 37 sec West, 215.04 feet

THENCE South 89 deg 19 min 51sec East 125.03 feet to POINT OF BEGINNING and containing approximately 0.6134 acre of land

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF HEREOF FOR ANY AND ALL PURPOSES.

SUBJECT, HOWEVER, to the following:

(1) Any and all reservations of oil, gas and minerals, exceptions, covenants, conditions and restrictions contained in the chain of title of said premises, including sales or reservations of oil, gas and minerals.

(2) Any visible and apparent or recorded easements and roadways for roads or utility lines over and across said premises.

(3) Access to the said property with right of ingress and egress including but not limited to vehicular traffic for purposes of construction and maintenance granted irrevocably to the grantee.

~~(4) Easement and access for drainage over and across said premises and access to future drainage and utility improvements on, around and across the W.C. Denton Survey, Abstract No. 295~~

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, his heirs and assigns forever, and we do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. EXECUTED this 14th day of July, 2015.

Grantor: Ronald Clifton McClure

X: Ronald McClure

Driver License: TX 03197541

Address: 3001 Ovilla Road
Ovilla, Texas 75154

Grantor: Bette Bob McClure

X: Bette Bob McClure

Driver License: TX 01596431

Address: 3001 Ovilla Road
Ovilla, Texas 75154

Grantee: Yara Management Incorporated

X: _____

Officer: Abdelrazak Masri
Title: President
Address: 2142 Trisha Lane
Glenn Heights, Texas 75154

THE STATE OF TEXAS §
COUNTY OF ELLIS §

This instrument was acknowledged before me on this 10th day of July, 2015
, by RONALD CLIFTON McCLURE
BETTE BOB McCLURE

Notary Public Signature

Ben Hechelhorn
Notary Public, State of Texas
My Commission Expires:
December 6, 2016

SEAL

After recording return to: Grantee Address: Yara Management Incorporated
2142 Trisha Lane
Glenn Heights, Texas 75154

Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law

STATE OF TEXAS, COUNTY OF ELLIS

I hereby certify this instrument was filed on the date and time stamped herein and was duly recorded in the OFFICIAL PUBLIC RECORDS of Ellis County Texas and stamped herein

COUNTY CLERK ELLIS COUNTY, TEXAS

FILED FOR RECORD - ELLIS COUNTY, TX
INST NO. 1516985
ON JUN 21, 2016 AT 10:45:00 AM

Ellis Appraisal District eSearch

Property ID: 263803 For Year 2016

Map

Property Details

Account	
Property ID:	263803
Legal Description:	295 W C DENTON .6134 AC
Geographic ID:	62.0295.000.001.00.111
Agent Code:	
Type:	Real
Location	
Address:	OVILLA RD RED OAK, TX 75154
Map ID:	15-3
Neighborhood CD:	COMM
Owner	
Owner ID:	146945
Name:	YARA MANAGEMENT INCORPORATED
Mailing Address:	2142 TRISHA LN GLENN HEIGHTS, TX 75154
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	N\A	N\A	N\A	N\A	N\A	N\A

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
7/14/2015	35	DEED	MC CLURE RONALD C & BETTE B	YARA MANAGEMENT INCORPORATED	201507W4	SS	1516885

NOTE: 2015 Commercial and Business Property Values are subject to change prior to the mailing of appraisal notices on these properties in May. If you have questions, please contact the Ellis Appraisal District.

Construction Plans For

LOT 4, BLOCK A
BROADMOOR ADDITION

(Proposed Golden Chick Restaurant)

in the

CITY OF OVILLA
ELLIS COUNTY, TEXAS

Date: May 27, 2016

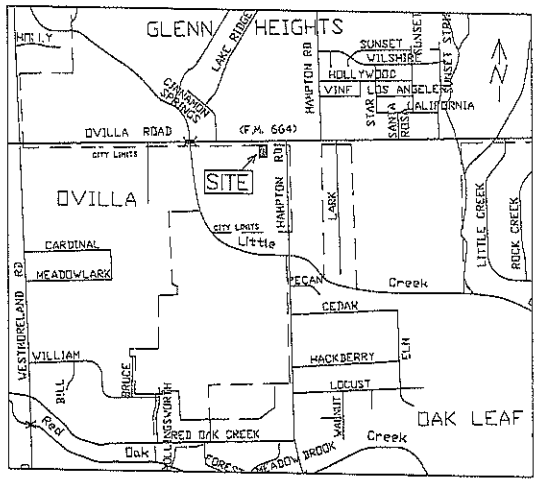
Submitted by:

5/27/2016

James McDill, P.E.

ENGINEERS D&M SURVEYORS

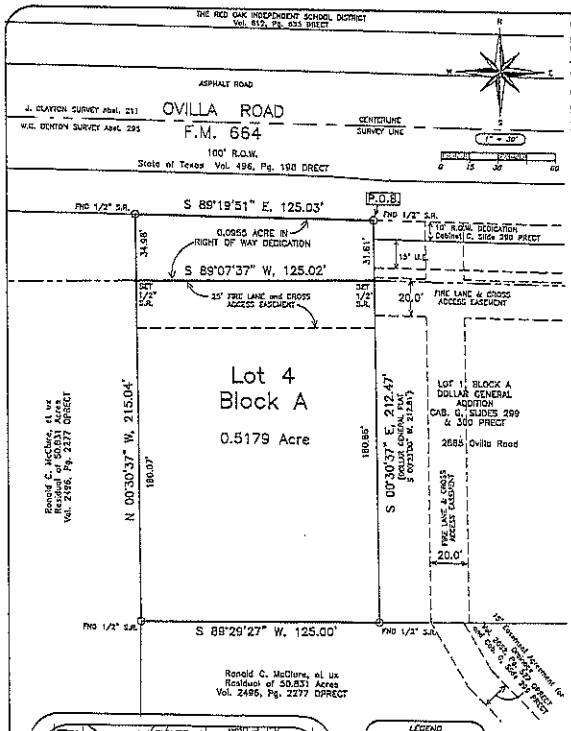
Davis & McDill, Inc.
P.O. Box 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185
(A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)

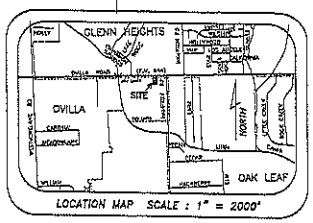


LOCATION MAP
SCALE: 1" = 1000'

Owner / Developer:
Yara Hasri Management Co.
2142 Trisha Lane
Glenn Heights, Texas 75154
Contact: Zach Hasri
Phone: 469-441-9280

INDEX





LOCATION MAP SCALE : 1" = 2000'

LEGEND

- F.C.O. – Property Corner Symbol
- F.N. – Found
- S.R. – Steel Rod
- U.E. – Utility Easement
- D.U.E. – Drainage and Utility Easement
- R.O.W. – Right of Way
- P.O.B. – Point of Beginning
- DRECT – Deed Records of Ellis County, Texas
- OPRECT – Official Public Records of Ellis County, Texas

Floodplain Note:
No 100 Year Floodplain per FEMA FIRM Map # 48139C0075F, dated June 3, 2013. Subject tract is within Zone X unshaded.

Owner / Developer:
Yara Maat Management Co.
2142 Tribe Lane
Glenn Heights, Texas 75154
Contact: Zach Hasri
Phone: 469-441-9280

OWNERS CERTIFICATE

STATE OF TEXAS:
COUNTY OF ELLIS:

That We, Yara Maat Management Co., being the owners of that certain tract of land hereinafter described as follows:

FIELD NOTES ~ 0.6134 Acre

BEING all that certain lot, tract or parcel of land situated in the W. C. Denton Survey, Abstract No. 295, in the City of Ovilla, in Ellis County, Texas, and being all of a called 0.6134 acre tract of land conveyed to Yara Management Incorporated by deed recorded in Instrument No. 1516885 of the Official Public Records of Ellis County, Texas (OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod set in the south line of FARM TO MARKET ROAD NO. 664 (F.M. 664), a 100' wide right-of-way, also known as OVILLA ROAD, for a northeast corner of said 0.6134 acre tract and same for this tract, and also being the northwest corner of Lot 1, Block A, of Dollar General Addition, an addition to the City of Ovilla, in Ellis County, Texas, according to the plat thereof as recorded in Cabinet G, Slides 299 and 300 of the Plat Records of Ellis County, Texas (PRECT), with the bearing basis for this description from GPS observation, Texas Coordinate System, North Central Zone, with a beginning co-ordinate of: Northing = 10003450.660, Easing = 2473922.332;

THENCE South 00°30'37" East, 212.47 feet (Dollar General Plat – S 00°23'00" W. 212.01') along an east line of 0.6134 acre tract and same for this tract, and along the west line of said Lot 1 to a 1/2" steel rod found for the southeast corner of said 0.6134 acre tract and same for this tract, and also being the southeast corner of said Lot 1, in an existing north line of the residue of a called 50.831 acre tract of land conveyed to Ronald C. McClure, et ux by deed as recorded in Volume 2496, Page 2277 (DRECT);

THENCE South 89°29'27" West, 125.00 feet along the south line of said 0.6134 acre tract and same for this tract and along an existing north line of the residue of said 50.831 acre tract to a 1/2" steel rod found for the southwest corner of said 0.6134 acre tract and same for this tract at an existing inner co corner of the residue of said 50.831 acre tract;

THENCE North 00°30'37" West, 215.04 feet along the west line of said 0.6134 acre tract and same for this tract and along an existing east line of the residue of said 50.831 acre tract to a 1/2" steel rod found for the northwest corner of said 0.6134 acre tract and same for this tract in the south line of said OVILLA ROAD (F.M. 664);

THENCE South 89°19'51" East, 125.03 feet along the north line of said 0.6134 acre tract and same for this tract, and along the south line of said OVILLA ROAD (F.M. 664) to the POINT OF BEGINNING and containing approximately 0.6134 acre of land.

That We, Yara Maat Management Co., do hereby adopt this plat designating the hereinabove described property as a Final Plat of LOT 4 in BLOCK A of BROADMOOR ADDITION, an addition to the City of Ovilla, Texas, and do hereby dedicate to the City of Ovilla in fee simple forever the streets shown thereon. The easements shown thereon are hereby dedicated and reserved for the purposes as indicated. The utility and drainage easements shall be open to the public and private utilities for each particular use. The maintenance of the paving on the utility and drainage easements is the responsibility of the property owner. No buildings or other improvements or growths, except fences, low-lying vegetation, driveways, and sidewalks less than 6 feet in width shall be constructed or placed upon, over or across the easements shown, except drainage easements in which no improvements which may obstruct the flow of water may be constructed or placed in such drainage easements, easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use the same. All and any public utility shall have the right to remove and keep removed all or parts of the improvements placed upon which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Ovilla, Texas.

Yara Maat Management Co.

STATE OF TEXAS:

Before me the undersigned authority, a notary public in and for said state on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 2016.

Notary Public

CITY OF OVILLA APPROVAL:

APPROVED BY THE PLANNING AND ZONING COMMISSION OF OVILLA, TEXAS, on the _____ day of _____ 2016.

City Secretary

Chairperson, Planning-and-Zoning Commission

APPROVED BY THE CITY COUNCIL OF OVILLA, TEXAS, on the _____ day of _____ 2016.

Mayor

City Secretary

KNOW ALL MEN BY THESE PRESENTS:

That I, Walter Keven Davis, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Ovilla, Texas.

Walter Keven Davis, RPLS #4466
Davis and McDill, Inc.

Date

FINAL PLAT

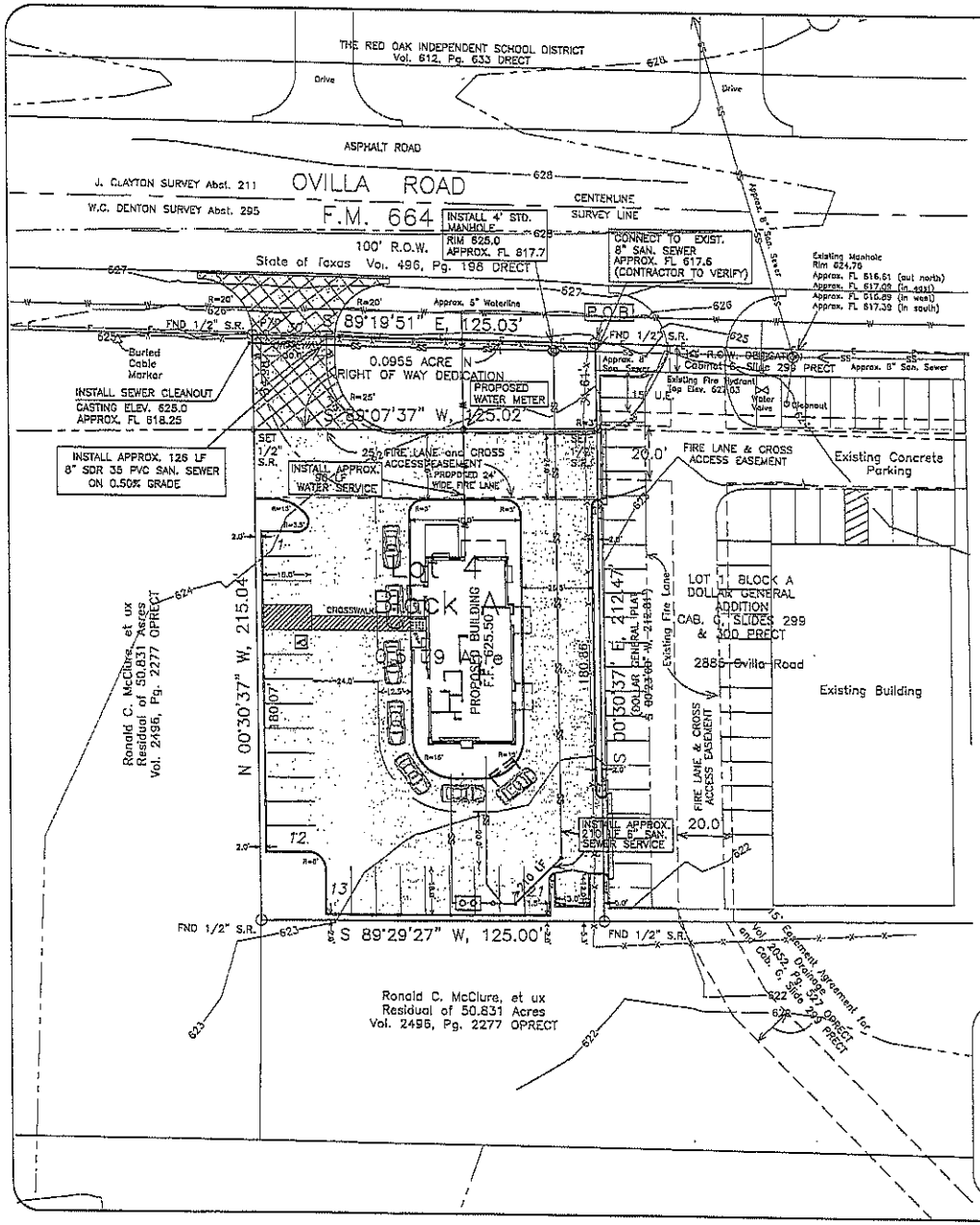
LOT 4 in BLOCK A of BROADMOOR ADDITION

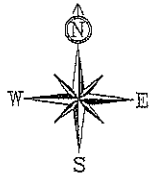
Being a 0.6134 Acre Addition in the
W. C. Denton Survey, Abst. 295
City of Ovilla, Ellis County, Texas
1 Lot

ENGINEERS D&M SURVEYORS

DAVIS & McDILL, Inc.
P.O. BOX 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185 Fax: 972-937-0307
(A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)

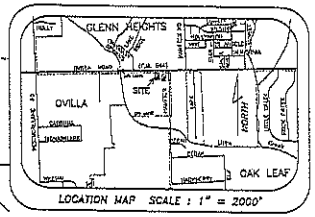
Drawn: DM / KB Date: May 27, 2016 Job: 215-0287-FINAL





LEGEND

O	= Property Corner Symbol
FND	= Found
S.R.	= Steel Rod
U.E.	= Utility Easement
D.E.	= Drainage and Utility Easement
R.O.W.	= Right of Way
P.O.B.	= Point of Beginning
OPRECT	= Deed Records of Ellis County, Texas
OPRECT	= Official Public Records of Ellis County, Texas



LOCATION MAP SCALE : 1" = 2000'

Owner / Developer:
Yara Mosri Management Co.
2142 Trisha Lane
Glenn Heights, Texas 75154
Contact: Zach Mosri
Phone: 469-441-9200

Floodplain Note:
No 100 Year Floodplain per FEMA FIRM Map # 48139C0075F, dated June 3, 2013. Subject tract is within Zone X unshaded.

FIELD NOTES – 0.6134 Acre

BEING all that certain tai, tract or parcel of land situated in the W. C. Denton Survey, Abstract No. 295, in the City of Ovilla, in Ellis County, Texas, and being all of a called 0.6134 acre tract of land conveyed to Yara Management Incorporated by deed recorded in Instrument No. 1518865 of the Official Public Records of Ellis County, Texas (OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod fel in the south line of FARM TO MARKET ROAD NO. 664 (F.M. 664), a 100' wide right-of-way, also known as OVILLA ROAD, for a northeast corner of said 0.6134 acre tract and same for this tract, and also being the northwest corner of Lot 1, Block A of Dollar General Addition, an addition to the City of Ovilla, in Ellis County, Texas, according to the plat thereof as recorded in Cabinet C, Slides 299 and 300 of the Plat Records of Ellis County, Texas (PRECT), with the bearing basis for this description from GPS observation, Texas Co-Ordinate System, North Central Zone, with a beginning co-ordinate of: Northing = 6900345.065, Easting = 2473222.532;

THENCE South 00°30'37" East, 212.47 feet (Dollar General Plat – S 00°23'00" W, 212.51') along an east line of 0.6134 acre tract and same for this tract, and along the west line of said Lot 1 to a 1/2" steel rod found for the southeast corner of said 0.6134 acre tract and same for this tract, and also being the southeast corner of said Lot 1, in an existing north line of the residual of a called 50.831 acre tract of land conveyed to Ronald C. McClure, et ux by deed as recorded in Volume 2496, Page 2277 OPRECT;

THENCE South 89°29'27" West, 125.00 feet along the south line of said 0.6134 acre tract and same for this tract and along an existing north line of the residual of said 50.831 acre tract to a 1/2" steel rod found for the southwest corner of said 0.6134 acre tract and same for this tract at an existing inner ell corner of the residual of said 50.831 acre tract;

THENCE North 00°30'37" West, 215.04 feet along the west line of said 0.6134 acre tract and same for this tract and along an existing east line of the residual of said 50.831 acre tract to a 1/2" steel rod found for the northwest corner of said 0.6134 acre tract and same for this tract in the south line of said OVILLA ROAD (F.M. 664);

THENCE South 89°19'51" East, 125.03 feet along the north line of said 0.6134 acre tract and same for this tract, and along the south line of said OVILLA ROAD (F.M. 664) to the POINT OF BEGINNING and containing approximately 0.6134 acre of land.

Owner's Acknowledgment

I hereby acknowledge this document as the officially approved preliminary plat:

Owner's Signature _____ *Date* _____

CITY OF OVILLA
ELLIS COUNTY, TEXAS
City Approval of Preliminary Plat

Approved for preparation of the final plat:

Approved by the Planning and Zoning Commission _____ *Date* _____

Approved by the City Council _____ *Date* _____

Surveyor's Certification

KNOW ALL MEN BY THESE PRESENTS:

That I, Walter Keven Davis, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon are real were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Ovilla.

Registered Professional Land Surveyor

STATE OF TEXAS
JAMES H. MCDILL
5360
LICENSED
PROFESSIONAL ENGINEER

PRELIMINARY PLAT

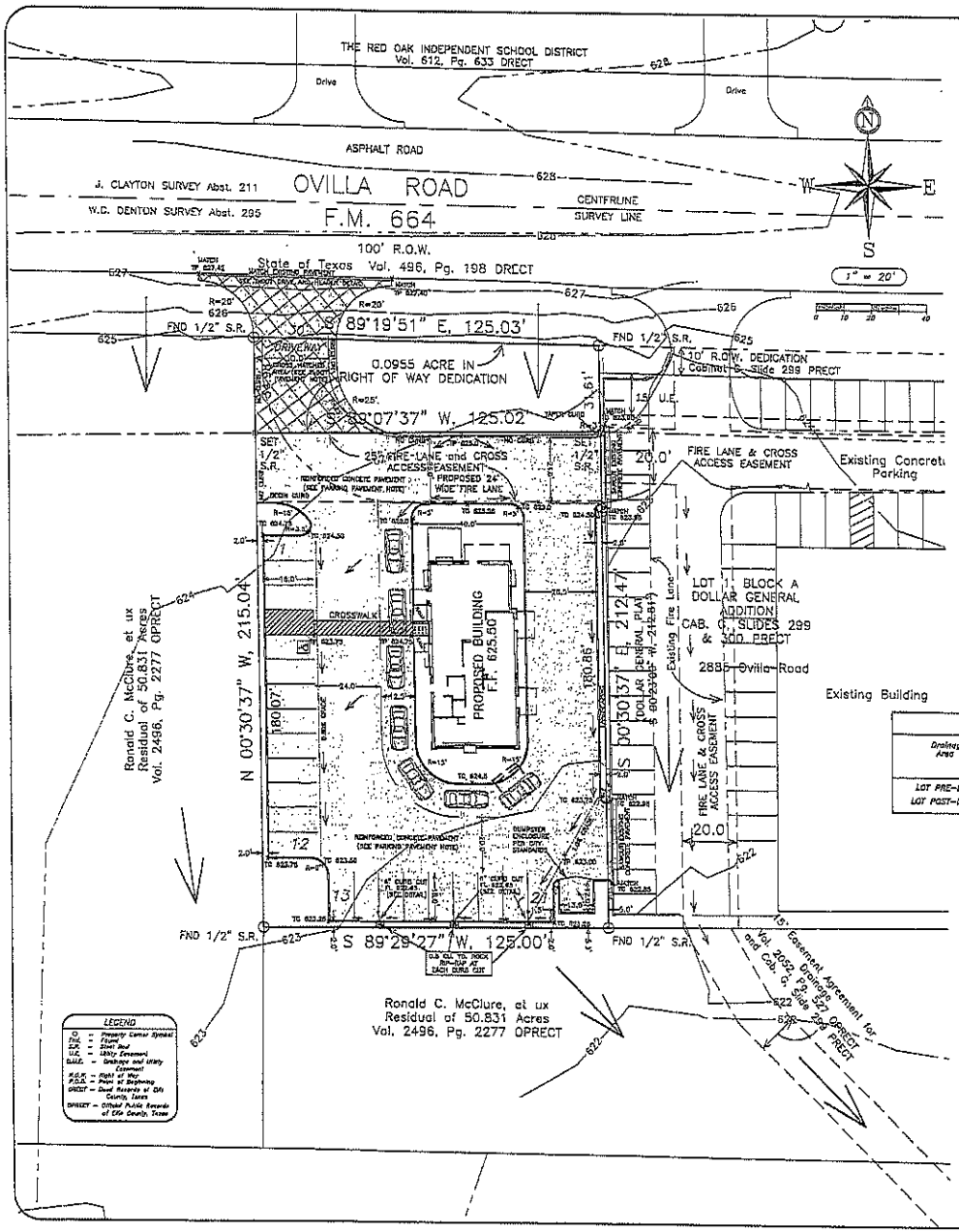
LOT 4 in BLOCK A of BROADMOOR ADDITION

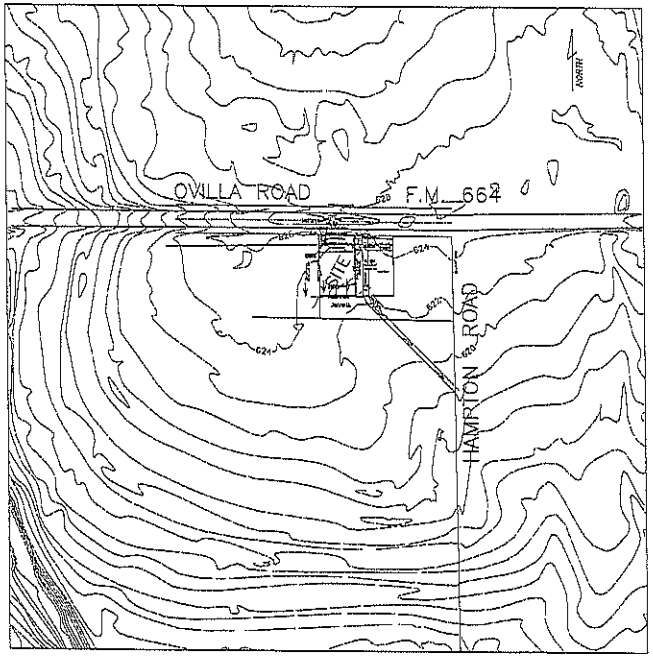
Being a 0.6134 Acre Addition in the
W. C. Denton Survey, Abst. 295
City of Ovilla, Ellis County, Texas
1 Lot

REVISIONS	BY

ENGINEERS D&M SURVEYORS
DAVIS & McDILL, Inc.
(A Texas Licensed surveying firm # 10191-00, and a Texas Licensed engineering firm # F-3439)
P.O. BOX 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185 Fax: 972-937-0307

Date: 5-27-2016
Scale: 1" = 20'
Drawn: OM / KB
Job: 215-0297 PRELIM-PLAT
Sheet 3 of 7 sheets.



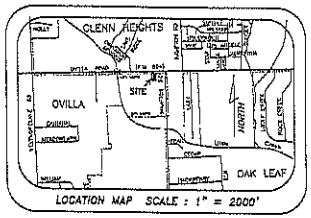


DRAINAGE AREA MAP SCALE: 1" = 200'

DRAINAGE CALCULATIONS					
Drainage Area	Area acres	Runoff Coeff. (C)	Time of Conc. min.	Rainfall Intensity in/hr 10 yr/100 yr	Storm Runoff cfs 10 yr/100 yr
LOT PRE-DEV	0.6134	0.40	10	6.4 / 8.8	1.6 / 2.2
LOT POST-DEV	0.6134	0.90	10	6.4 / 8.8	3.5 / 4.9

TxDOT RIGHT OF WAY NOTES:

1. PER TxDOT REQUIREMENTS, A 6:1 SIDE SLOPE FROM THE DRIVEWAY SHALL BE MAINTAINED. A 4:1 SIDE SLOPE IS ACCEPTABLE FROM THE ROADWAY, BUT 6:1 IS REQUIRED FROM THE DRIVEWAY.
2. ALL DISTRURBED AREAS WITHIN STATE RIGHT OF WAY MUST BE SEEDED, AND VEGETATION MUST BE RE-ESTABLISHED.
3. ALL UTILITY LINES TO BE INSTALLED WITHIN STATE RIGHT OF WAY MUST BE PERMITTED. PERMITS MUST BE OBTAINED BY THE UTILITY OWNER.



LOCATION MAP SCALE : 1" = 2000'

Owner / Developer:
Yara Mazd Management Co.
2142 Triple Lane
Glenn Heights, Texas 75154
Contact: Zach Mazd
Phone: 469-441-9280

Floodplain Note:
No 100 Year Floodplain per FEMA FIRM Map # 48139C0075F, dated June 2, 2012. Subject tract is within Zone X unshaded.

STATE OF TEXAS
JAMES L. KEMP
5/27/2016

DRAINAGE PLAN

LOT 4 in BLOCK A of BROADMOOR ADDITION

Being a 0.6134 Acre Addition in the W. C. Denton Survey, Abst. 295
City of Ovilla, Ellis County, Texas

REVISIONS	BY

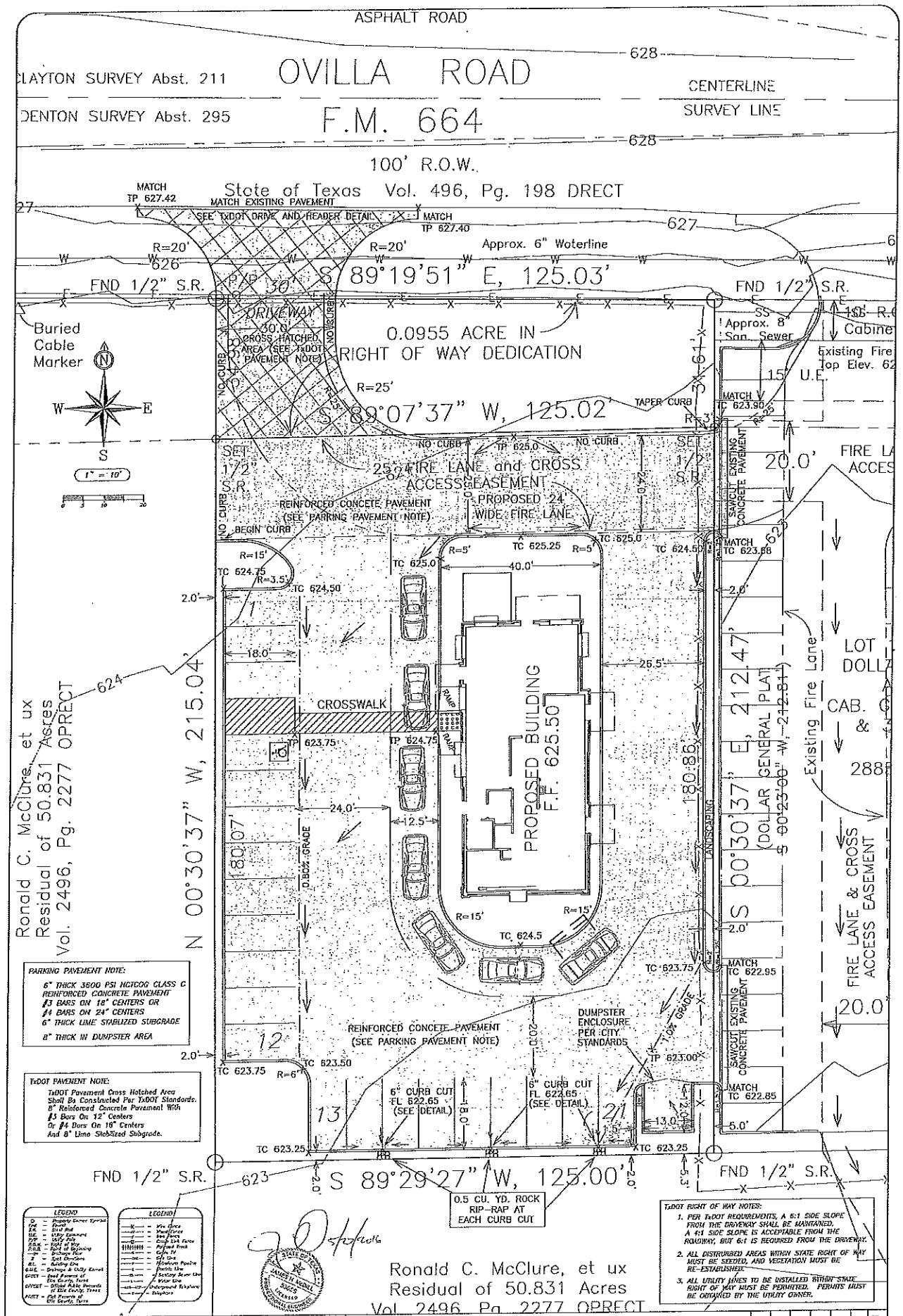
ENGINEERS D&M SURVEYORS

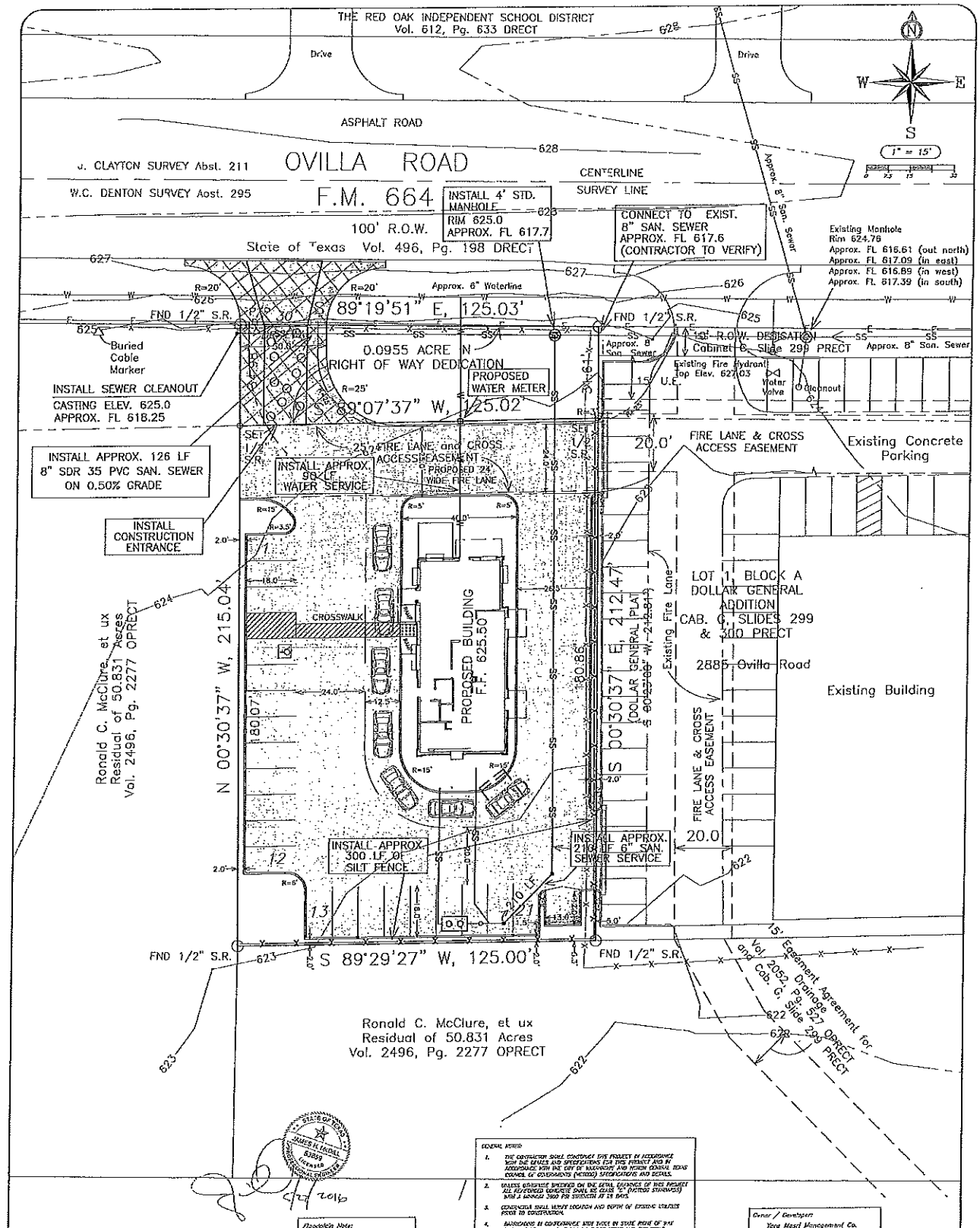
DAVIS & McDILL, Inc.

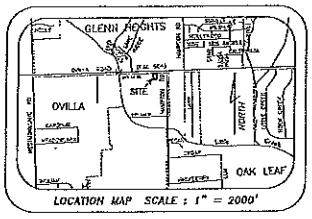
(A Texas Licensed Surveying Firm # 10194-00, and a Texas Licensed Engineering Firm # F-4419)

P.O. BOX 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185 Fax: 972-937-0307

Date: 5-27-2016
Scale: 1" = 20'
Drawn: DM / KB
Job: 215-0297 DRAINAGE
Sheet 4 of 7 sheets.


ASPHALT ROAD
CLAYTON SURVEY Abst. 211
OVILLA ROAD
CENTERLINE
DENTON SURVEY Abst. 295
F.M. 664
SURVEY LINE
100' R.O.W.
State of Texas Vol. 496, Pg. 198 DRECT
MATCH TP 627.42
MATCH EXISTING PAVEMENT
SEE TxDOT DRIVE AND HEADER DETAIL
MATCH TP 627.40
R=20'
Approx. 6" Waterline
S 89°19'51" E, 125.03'
FND 1/2" S.R.
DRIVEWAY
30.0'
CROSS HATCHED AREA (SEE TxDOT PAVEMENT NOTE)
NO CURB
0.0955 ACRE IN RIGHT OF WAY DEDICATION
Approx. 8" San. Sewer
Existing Fire Top Elev. 62
Buried Cable Marker
R=25'
S 89°07'37" W, 125.02'
TAPER CURB
MATCH TC 623.90
SET 1/2" S.R.
25' FIRE LANE and CROSS ACCESS EASEMENT
PROPOSED 24' WIDE FIRE LANE
REINFORCED CONCRETE PAVEMENT (SEE PARKING PAVEMENT NOTE)
BEGIN CURB
SAWCUT EXISTING CONCRETE PAVEMENT
20.0'
FIRE LANE ACCESS
MATCH TC 623.68
TC 625.25
TC 625.0
TC 624.50
40.0'
R=15'
TC 624.75
R=3.5'
2.0'
18.0'
26.5'
CROSSWALK
RAMP
TP 623.75
TP 624.75
PROPOSED BUILDING F.F. 625.50
180.86'
LANDSCAPING
24.0'
12.5'
80.07'
D.BOX GRADE
R=15'
TC 624.5
TC 623.75
MATCH TC 622.95
DUMPSTER ENCLOSURE PER CITY STANDARDS
REINFORCED CONCRETE PAVEMENT (SEE PARKING PAVEMENT NOTE)
20.0'
TP 623.00
TC 623.50
R=6'
6" CURB CUT FL 622.65 (SEE DETAIL)
MATCH TC 622.85
5.0'
13.0'
TC 623.25
S 89°29'27" W, 125.00'
0.5 CU. YD. ROCK RIP-RAP AT EACH CURB CUT
N 00°30'37" W, 215.04'
Ronald C. McClure, et ux Residual of 50.831 Acres Vol. 2496, Pg. 2277 OPRECT
S 00°30'37" E, 212.47'
(DOLLAR GENERAL PLAT S 00°23'00" W, 212.81')
Existing Fire Lane
LOT DOLL
CAB. &
288
FIRE LANE & CROSS ACCESS EASEMENT
1" = 10'
PARKING PAVEMENT NOTE:
6" THICK 3600 PSI NCTCOG CLASS C REINFORCED CONCRETE PAVEMENT
#3 BARS ON 18" CENTERS OR
#4 BARS ON 24" CENTERS
6" THICK LIME STABILIZED SUBGRADE
8" THICK IN DUMPSTER AREA
TxDOT PAVEMENT NOTE:
TxDOT Pavement Cross Hatched Area Shall Be Constructed Per TxDOT Standards. 8" Reinforced Concrete Pavement With #3 Bars On 12" Centers Or #4 Bars On 18" Centers And 8" Lime Stabilized Subgrade.
TxDOT RIGHT OF WAY NOTES:
1. PER TxDOT REQUIREMENTS, A 6:1 SIDE SLOPE FROM THE DRIVEWAY SHALL BE MAINTAINED. A 4:1 SIDE SLOPE IS ACCEPTABLE FROM THE ROADWAY, BUT 6:1 IS REQUIRED FROM THE DRIVEWAY.
2. ALL DISTRURBED AREAS WITHIN STATE RIGHT OF WAY MUST BE SEEDED, AND VEGETATION MUST BE RE-ESTABLISHED.
3. ALL UTILITY LINES TO BE INSTALLED WITHIN STATE RIGHT OF WAY MUST BE PERMITTED. PERMITS MUST BE OBTAINED BY THE UTILITY OWNER.
LEGEND
LEGEND
Ronald C. McClure, et ux Residual of 50.831 Acres Vol. 2496, Pg. 2277 OPRECT
SITE GRADING PLAN
LOT 4 in BLOCK A of BROADMOOR ADDITION
Being a 0.6134 Acre Addition in the W. C. Denton Survey, Abst. 295 City of Ovilla, Ellis County, Texas
ENGINEERS DAVIS & McDILL, Inc.
D&M SURVEYORS
P.O. BOX 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185 Fax: 972-937-0307
Job: 2015-0067 GRADING
Drawn: DM / KB
Scale: 1" = 10'
Date: 5-27-2016
Sheet 5 of 7 sheets
REVISIONS
BY





LOCATION MAP SCALE : 1" = 2000'

Floodplain Note:
No 100 Year Floodplain per FEMA FIRM Map # 48139C0075F, dated June 3, 2013. Subject tract is within Zone X unshaded.

LEGEND

O	Property Corner Found
SWL	Water
SR	Steel Rod
CE	Utility Easement
PVC	PVC Pipe
ROW	Right of Way
R/R	Rock or Railroad
	Drainage Flow
E	Spot Elevations
BL	Building Line
D.E.	Drainage & Utility Easement
BRCST	Good Records of Ellis County, Texas
OPRECT	Official Public Records of Ellis County, Texas
PRECT	Plat Records of Ellis County, Texas

LEGEND

X	Wire Fence
	Wood Fence
	Iron Fence
	Chain link Fence
	Railroad Track
	Cable TV
	Gas Line
	Petroleum Pipeline
	Overhead Line
	Sanitary Sewer Line
	Water Line
	Underground Telephone
	Telephone

GENERAL NOTES

1. THE CONTRACTOR SHALL CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND IN ACCORDANCE WITH THE CITY OF WAXAHACHIE AND NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) SPECIFICATIONS AND DETAILS.
2. UNLESS OTHERWISE SPECIFIED ON THE FINAL PLAN(S) OF THIS PROJECT ALL REINFORCED CONCRETE SHALL BE CLASS "C" (NCTCOG STANDARDS) WITH A MINIMUM 3000 PSI STRENGTH AT 28 DAYS.
3. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4. BARRICADING IN CONFORMANCE WITH TCCS IN STATE RIGHT OF WAY THE CITY OF WAXAHACHIE IN NON-TxDOT AREAS AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES WILL BE REQUIRED DURING ALL WORK IN THE PUBLIC RIGHT OF WAY.
5. CONTRACTOR MUST KEEP THE STREETS CLEAN OF ALL CONSTRUCTION DEBRIS AND DIRT AT ALL TIMES.
6. LANDSCAPING SHALL CONFORM TO THE CITY OF WAXAHACHIE LANDSCAPE ORDINANCE.
7. LANDSCAPE SPRINKLER SYSTEM AND ALL COMPONENTS WILL BE KEPT OUT OF THE PUBLIC RIGHT OF WAY.
8. STREETS, SIDEWALKS, PARKING AND BUILDING ACCESS SHALL BE BUILT PER A.D.A. (HANDICAP) STANDARDS AND ARE SUBJECT TO A.D.A. REVIEW.
9. ANY WORK DONE IN VICINITY RIGHT OF WAY REQUIRES TxDOT APPROVAL AND/OR PERMIT.
10. WATER FROM ROOF GUTTERS SHOULD BE COLLECTED AND TRANSMITTED TO THE STORM DRAIN SYSTEM OR TO A PAVED AREA. IF DOWNSPOUTS DISCHARGE NEAR TO THE SHOULDER GUTTER FLOWLINE OR PAVED AREAS THE AREA SHOULD BE WATERTIGHT IN ORDER TO ELIMINATE INFILTRATION NOT TO THE SUBGRADE. JOINTS SHOULD BE SEALED AGAINST MOISTURE PENETRATION.
11. UTILITY TRENCHES SHOULD BE BACKFILLED SO THAT THEY DO NOT BECOME CONDUITS THAT ALLOW SUBSURFACE WATER TO FLOW ADJACENT TO OR BELOW THE FOUNDATION. THIS CAN BE ACCOMPLISHED BY THE USE OF CLAY PLACED WITHIN THE TRENCH BACKFILL.

Owner / Developer
Yoni Mizrahi Management Co.
2142 Ebbins Lane
Glenn Heights, Texas 75154
Contact: Zach Mizrahi
Phone: 469-441-9089

TxDOT RIGHT OF WAY NOTES:

1. PER TxDOT REQUIREMENTS, A 6:1 SIDE SLOPE FROM THE DRIVEWAY SHALL BE MAINTAINED. A 4:1 SIDE SLOPE IS ACCEPTABLE FROM THE ROADWAY, BUT 6:1 IS REQUIRED FROM THE DRIVEWAY.
2. ALL DISTURBED AREAS WITHIN STATE RIGHT OF WAY MUST BE SEEDED, AND VEGETATION MUST BE RE-ESTABLISHED.
3. ALL UTILITY LINES TO BE INSTALLED WITHIN STATE RIGHT OF WAY MUST BE PERMITTED. PERMITS MUST BE OBTAINED BY THE UTILITY OWNER.

SITE UTILITY & EROSION CONTROL PLAN
LOT 4 in BLOCK A of BROADMOOR ADDITION
Being a 0.6134 Acre Addition in the W. C. Denton Survey, Abst. 295
City of Ovilla, Ellis County, Texas

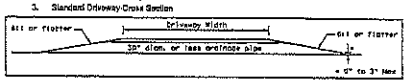
ENGINEERS D&M SURVEYORS
DAVIS & McDILL, Inc.
(A Texas Licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)
P.O. BOX 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185 Fax: 972-937-0307

Sheet 6 of 7 sheets.
Job: 215-0297 GRADING
Drawn: DM / MB
Scale: 1" = 15'
Date: 5-22-2015

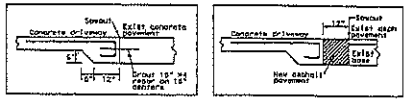
REVISIONS BY

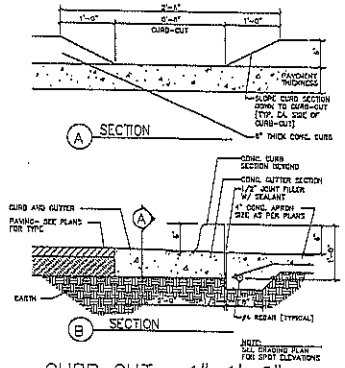
GENERAL DRIVEWAY REQUIREMENTS
TxDOT – ELLIS COUNTY AREA OFFICE

1. No vertical headwalls are allowed on the right of way (ROW) within the horizontal clearance widths listed in TxDOT's Roadway Design Manual. The ends of all drainage conduits located within the horizontal clearance width must be sloped at 6:1 or better and must include erosion protection.
2. Pipe runners shall be provided on all single pipes over 30" in diameter, double pipes over 27" in diameter and triple or more pipes of any diameter. See TxDOT Safety End Treatment (SET) Standards for additional details.
3. Standard Driveway Cross Section

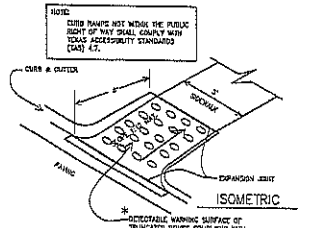


4. An expansion joint shall be located at the ROW line on concrete driveways.
5. For highways without concrete curbs, all curbing extending from private property shall transition and cease prior to entering the horizontal clearance width of the highway.
6. Reinforcing for concrete drives shall consist of #3 bars at 12" c-c or #4 bars at 16" c-c. The minimum thickness for commercial and private concrete driveways shall be 6". Concrete driveways for public facilities shall be 8" thick and supported by 6" of stabilized subgrade.
7. The grantee is responsible for locating all above-ground and underground utilities in the ROW prior to beginning construction.
8. For TxDOT signal line locations, contact the Dallas District Signal Shop at 214-320-6602 prior to construction.
9. Pavement Tie-In Details



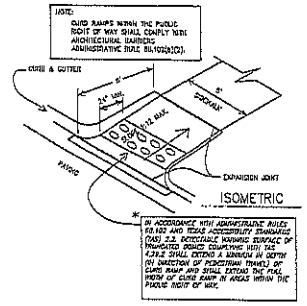


CURB CUT 1"=1'-0"



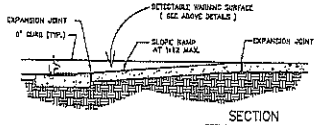
HANDICAP RAMP

NOT WITHIN PUBLIC RIGHT OF WAY



HANDICAP RAMP

WITHIN PUBLIC RIGHT OF WAY



* NOTE:
REFERENCE THE LATEST TEXAS ACCESSIBILITY STANDARDS (TAS) FOR CURRENT REQUIRED DETECTABLE WARNING SURFACE OF HANDICAP RAMPS.

PARKING PAVEMENT NOTE:

6" THICK 3600 PSI NCTCOG CLASS C REINFORCED CONCRETE PAVEMENT
#4 BARS ON 24" CENTERS
6" THICK LIME STABILIZED SUBGRADE

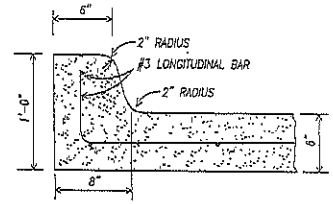
8" THICK AROUND DUMPSTER AREA

TxDOT PAVEMENT NOTE:

TxDOT Pavement Cross Hatched Area Shall Be Constructed Per TxDOT Standards. 8" Reinforced Concrete Pavement With #3 Bars On 12" Centers Or #4 Bars on 18" Centers And 8" Lime Stabilized Subgrade.

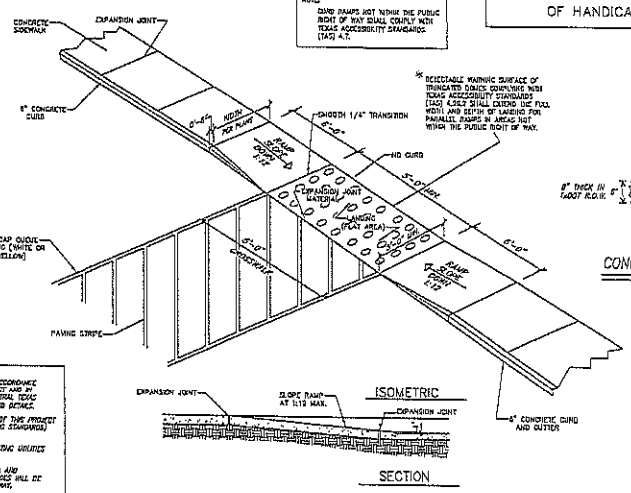
TxDOT RIGHT OF WAY NOTES:

1. PER TxDOT REQUIREMENTS, A 6:1 SIDE SLOPE FROM THE DRIVEWAY SHALL BE MAINTAINED. A 4:1 SIDE SLOPE IS ACCEPTABLE FROM THE ROADWAY, BUT 6:1 IS REQUIRED FROM THE DRIVEWAY.
2. ALL DISTRURBED AREAS WITHIN STATE RIGHT OF WAY MUST BE SEEDED, AND VEGETATION MUST BE RE-ESTABLISHED.
3. ALL UTILITY LINES TO BE INSTALLED WITHIN STATE RIGHT OF WAY MUST BE PERMITTED. PERMITS MUST BE OBTAINED BY THE UTILITY OWNER.



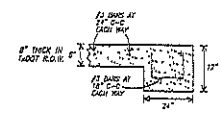
INTEGRAL CURB

NOT TO SCALE



HANDICAP RAMP DETAIL

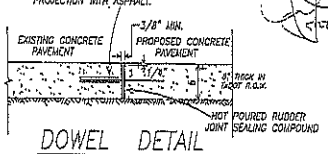
NOT TO SCALE



CONCRETE HEADER DETAIL

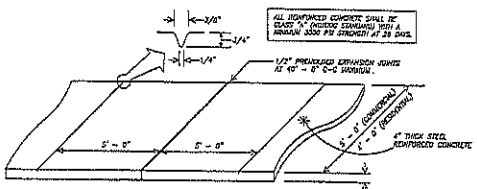
NOT TO SCALE
(IN NON-TxDOT AREAS)

LUBRICATED SMOOTH DOWELS #5 x 24" AT 12" C-C TO BE IN EXISTING SLAB BY DRILLING AND THE USE OF AN APPROVED EPOXY, COAT REMAINING 12" PROJECTION WITH ASPHALT.



DOWEL DETAIL

NOT TO SCALE



SIDEWALK DETAIL

(NOT TO SCALE)

NOTES:

1. MAXIMUM SLOPE ON BARRIER FREE RAMPS MUST NOT EXCEED 1" PER FOOT AT ANY LOCATION.
2. DESIGNS SHOWN ARE FOR 6" CURBS. FOR CURBS WITH HEIGHT GREATER THAN 6", DIMENSIONS MUST BE INCREASED PROPORTIONATELY.
3. STREETS ON STEEP GRADE WILL REQUIRE LONGER TRANSITION ON UPGRADE SIDE.
4. LOCATION OF BARRIER FREE RAMP MAY BE SHIFTED TO CLEAR OBSTRUCTIONS.
5. GRADE OF ANY INTERSECTING DRIVE FROM GUTTER LINE OF STREET TO PROPERTY LINE MUST NOT EXCEED 8%.

SIDEWALK NOTES:

1. SIDEWALKS TO BE BUILT PER CITY OF OVILLA STANDARDS (ALONG BACK OF CURB OF STREET) (5' COMMERCIAL/4' RESIDENTIAL)
2. BARRIER FREE RAMPS TO BE BUILT PER CITY OF OVILLA STANDARDS

GENERAL NOTES:

1. THE CONTRACTOR SHALL CONSTRUCT THIS PROJECT IN ACCORDANCE WITH THE DETAILS AND SPECIFICATIONS FOR THIS PROJECT AND IN ACCORDANCE WITH THE CITY OF OVILLA AND NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) SPECIFICATIONS AND DETAILS.
2. UNLESS OTHERWISE SPECIFIED ON THE PLAN, GRADING OF THIS PROJECT ALL REINFORCED CONCRETE SHALL BE CLASS "A" (NCTCOG STANDARDS) WITH A MINIMUM 3600 PSI STRENGTH AT 28 DAYS.
3. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4. BARRICADING IS CONFORMANCE WITH THE CITY OF OVILLA AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES WILL BE REQUIRED DURING ALL WORK IN THE PUBLIC RIGHT OF WAY.
5. CONTRACTOR MUST KEEP THE STREETS CLEAN OF ALL CONSTRUCTION DEBRIS AND DIRT AT ALL TIMES.
6. LANDSCAPING SHALL CONFORM TO THE CITY OF OVILLA LANDSCAPING ORDINANCE.
7. LANDSCAPE SPRINKLER SYSTEM AND ALL COMPONENTS WILL BE KEPT OUT OF THE PUBLIC RIGHT OF WAY.
8. STREETS, SIDEWALKS, PARKING AND BUILDING ACCESS SHALL BE BUILT FOR A.D.A. (HANDICAP) STANDARDS AND ARE SUBJECT TO A.D.A. REVIEW.
9. ANY WORK DONE IN HIGHWAY RIGHT OF WAY REQUIRES TxDOT APPROVAL AND/OR PERMIT.
10. WATER FROM ROOF GUTTERS SHOULD BE COLLECTED AND TRANSMITTED TO THE STORM DRAIN SYSTEM OR TO A PAVED AREA. IF DOWNSPOUTS DISCHARGE NEXT TO THE STRUCTURE OVER FLAMWORK OR PAVED AREAS, THE AREA SHOULD BE PROTECTED IN ORDER TO ELIMINATE INFILTRATION NEXT TO THE BUILDING. JOINTS SHOULD BE SEALED AGAINST MOISTURE PENETRATION.
11. UTILITY TRENCHES SHOULD BE BACKFILLED SO THAT THEY DO NOT BECOME CONDUITS THAT ALLOW SURFACE WATER TO FLOW ADJACENT TO OR BELOW THE FOUNDATION. THIS CAN BE ACCOMPLISHED BY THE USE OF CLAY PLACED WITHIN THE TRENCH BACKFILL.

SEE CITY OF OVILLA STANDARD DETAILS

ENGINEERS
D&M
SURVEYORS

DAVIS & McDILL, Inc.
CONSULTING ENGINEERS – LAND SURVEYORS
P.O. BOX 479, WAXAHACHIE, TEXAS 75168
PHONE: 972-938-1185 FAX: 972-937-0307

(A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)

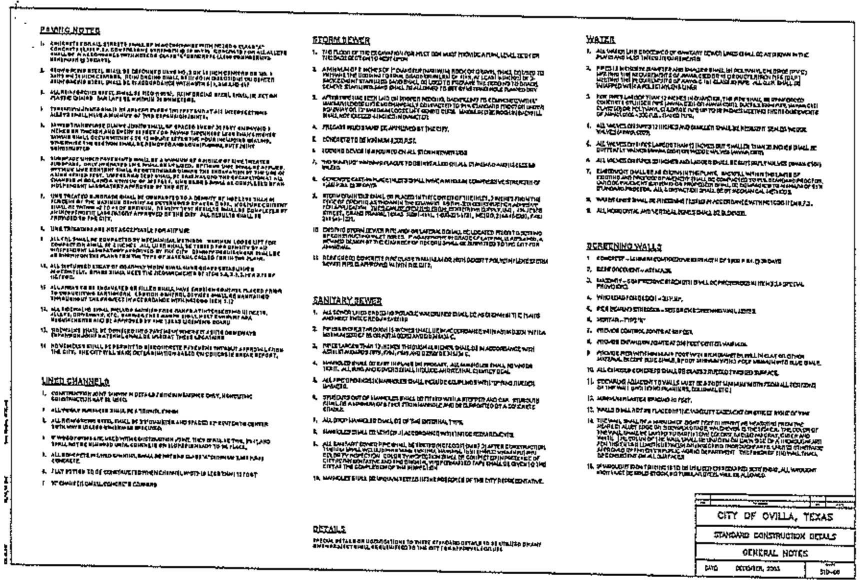
CONSTRUCTION STANDARDS

PROJECT DETAILS

City of Ovilla, Ellis County, Texas

Date: 5-27-2016
Drawn: KMB/KLH
Job: 215-0297
File: DETAILS

SHEET 7-A OF 7 SHEETS


PAVING NOTES

STORM SEWER

WATER

SCREENING WALLS

SANITARY SEWER

LINED CHANNELS

DETAILS

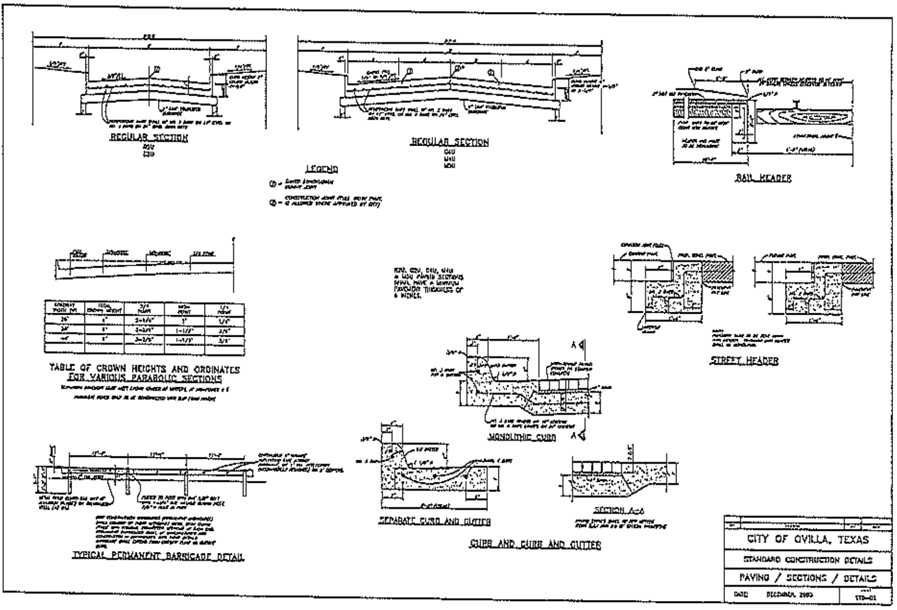
CITY OF OVILLA, TEXAS

STANDARD CONSTRUCTION DETAILS

GENERAL NOTES

DATE DECEMBER, 2003

STD-00



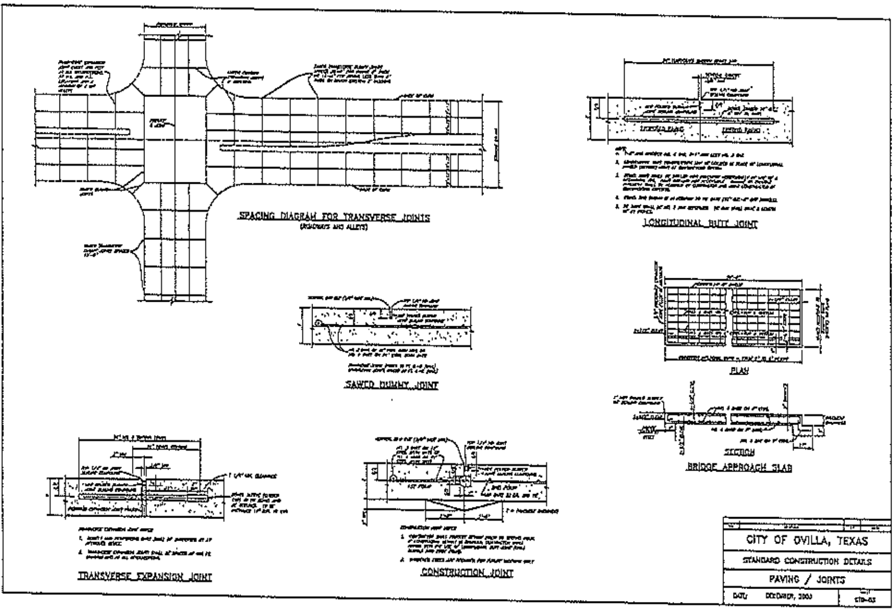
CITY OF OVILLA, TEXAS

STANDARD CONSTRUCTION DETAILS

PAVING / SECTIONS / DETAILS

DATE DECEMBER, 2003

STD-01



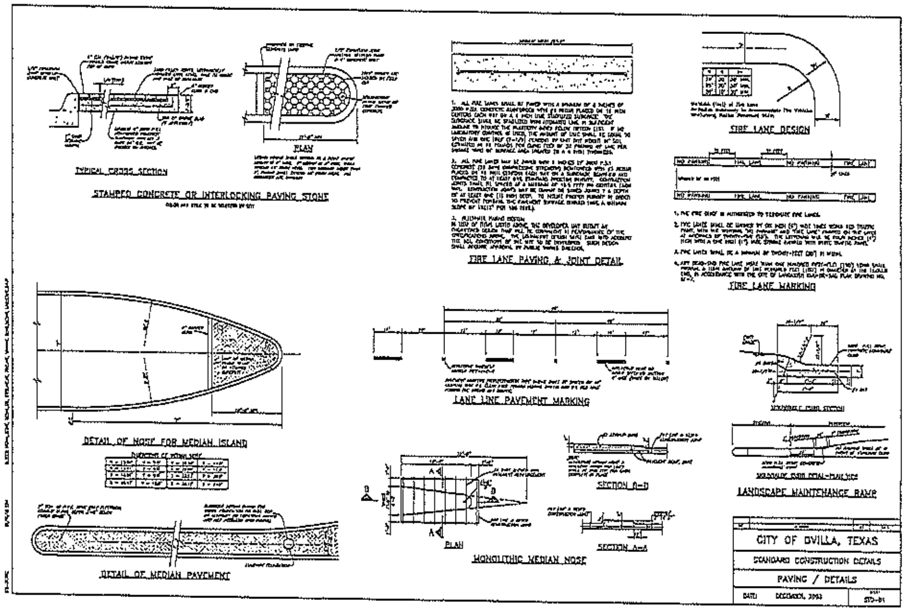
CITY OF OVILLA, TEXAS

STANDARD CONSTRUCTION DETAILS

PAVING / JOINTS

DATE DECEMBER, 2003

STD-03



CITY OF OVILLA, TEXAS

STANDARD CONSTRUCTION DETAILS

PAVING / DETAILS

DATE DECEMBER, 2003

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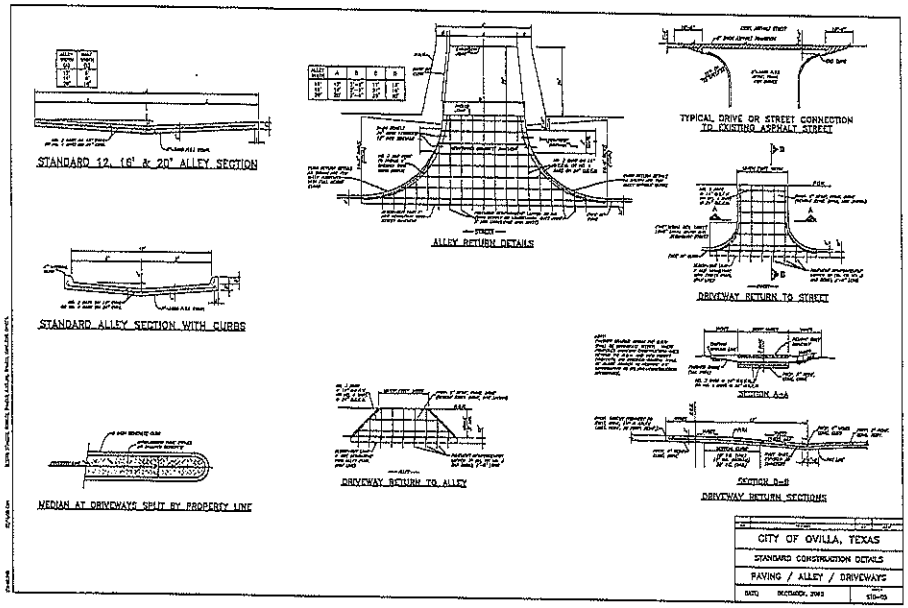
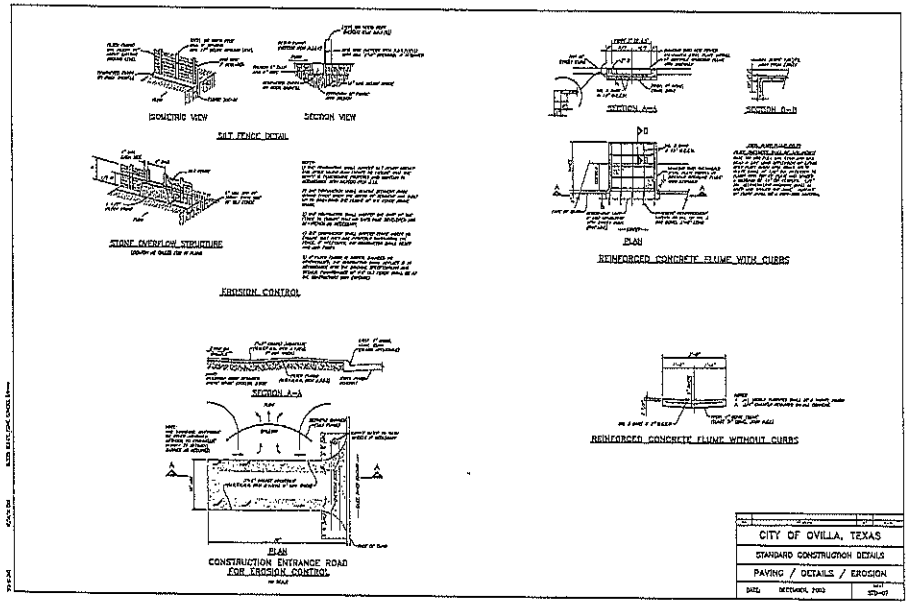
SHEET 7-B


STANDARD 12, (6' & 20') ALLEY SECTION
ALLEY RETURN DETAILS
TYPICAL DRIVE OR STREET CONNECTION TO EXISTING ASPHALT STREET
DRIVEWAY RETURN TO STREET
STANDARD ALLEY SECTION WITH CURBS
SECTION A-A
DRIVEWAY RETURN TO ALLEY
MEDIAN AT DRIVEWAYS SPLIT BY PROPERTY LINE
SECTION B-B
DRIVEWAY RETURN SECTIONS
CITY OF OVILLA, TEXAS
STANDARD CONSTRUCTION DETAILS
PAVING / ALLEY / DRIVEWAYS
DATE DECEMBER, 2003


ISOMETRIC VIEW
SECTION VIEW
SILT FENCE DETAIL
SECTION A-A
SECTION B-B
STONE OVERFLOW STRUCTURE
PLAN
REINFORCED CONCRETE FLUME WITH CURBS
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SECTION A-A
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PLAN
CONSTRUCTION ENTRANCE ROAD FOR EROSION CONTROL
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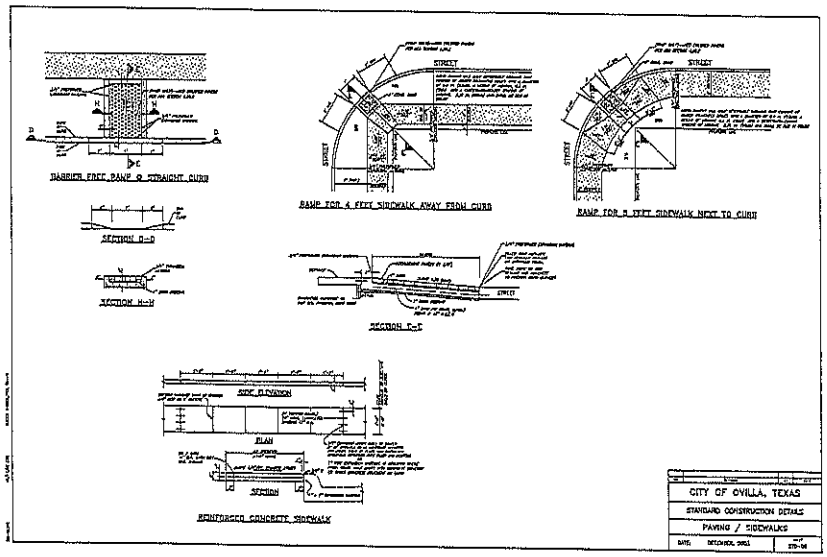
STANDARD CONSTRUCTION DETAILS
PAVING / DETAILS / EROSION
DATE DECEMBER, 2003


BARRIER FREE RAMP @ STRAIGHT CURB
SECTION D-D
SECTION H-H
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STREET
RAMP FOR 8 FTT SIDEWALK NEXT TO CURB
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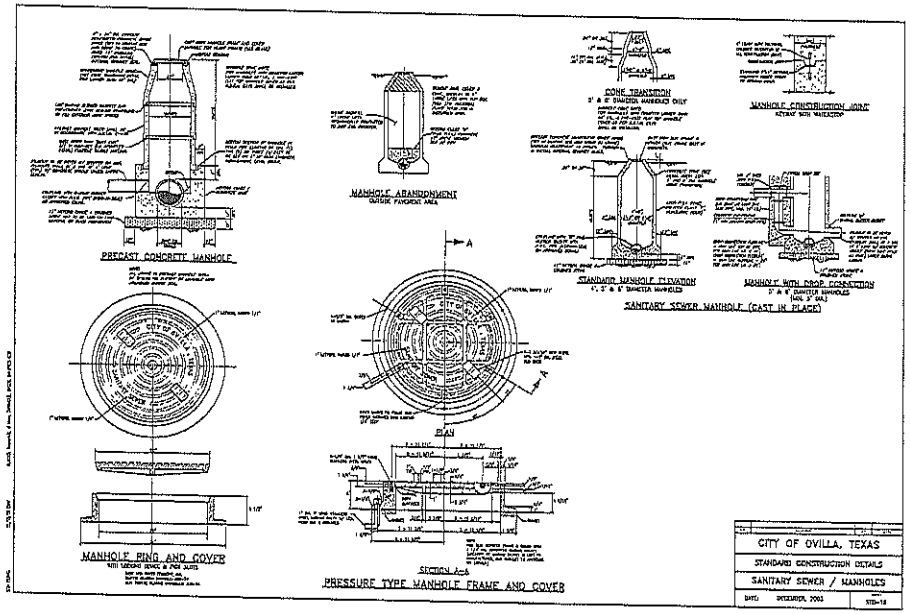
PLAN
SECTION
REINFORCED CONCRETE SIDEWALK
CITY OF OVILLA, TEXAS
STANDARD CONSTRUCTION DETAILS
PAVING / SIDEWALKS
DATE DECEMBER, 2003


PRECAST CONCRETE MANHOLE
MANHOLE ABANDONMENT
OUTSIDE PAVEMENT AREA
CONE TRANSITION
MANHOLE CONSTRUCTION JOINT
STANDARD MANHOLE ELEVATION
SANITARY SEWER MANHOLE (CAST IN PLACE)
MANHOLE WITH DROP CONNECTION
MANHOLE RING AND COVER
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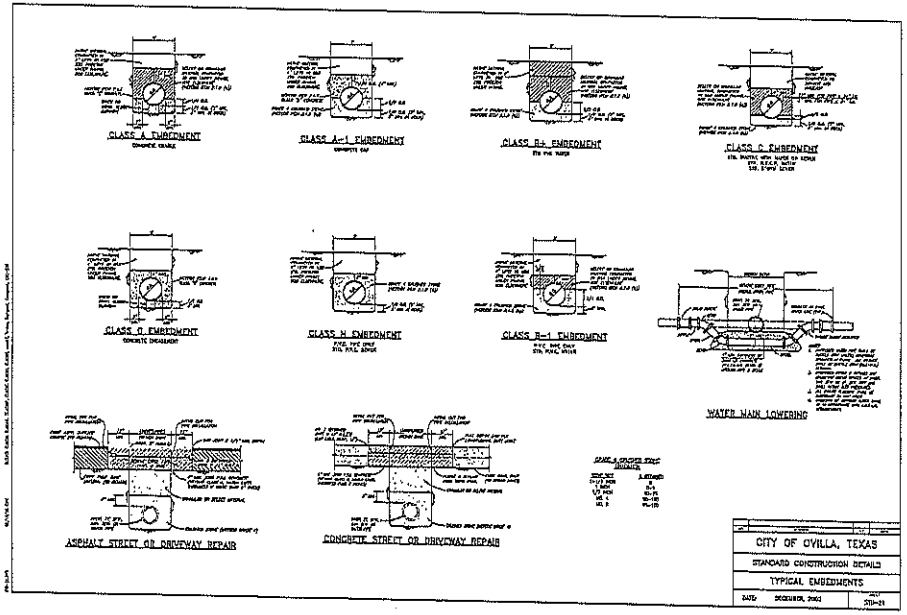
DATE: DECEMBER, 2002


CLASS A EMBEDMENT
CLASS A-1 EMBEDMENT
CLASS B-1 EMBEDMENT
CLASS C EMBEDMENT
CLASS D EMBEDMENT
CLASS H EMBEDMENT
CLASS R-1 EMBEDMENT
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ASPHALT STREET OR DRIVEWAY REPAIR
CONCRETE STREET OR DRIVEWAY REPAIR
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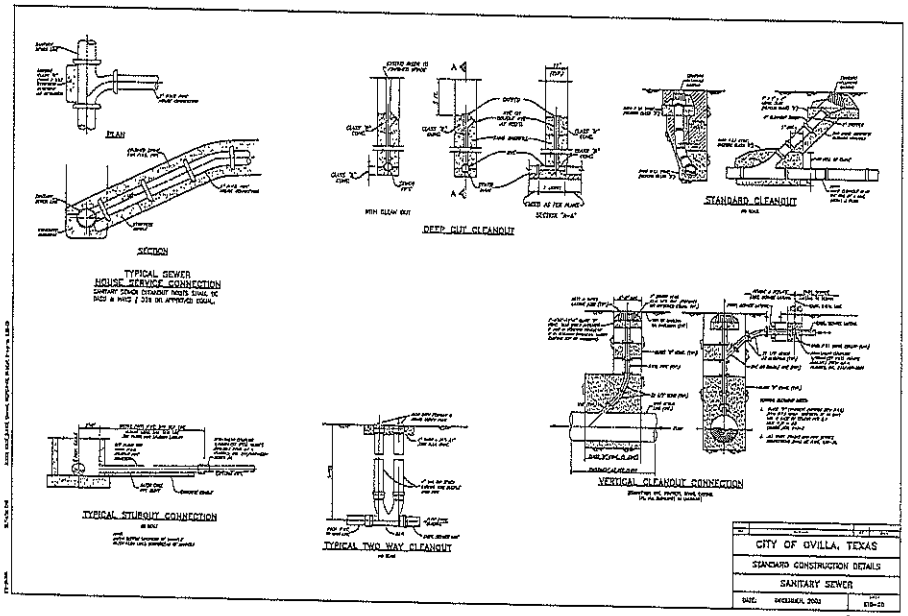
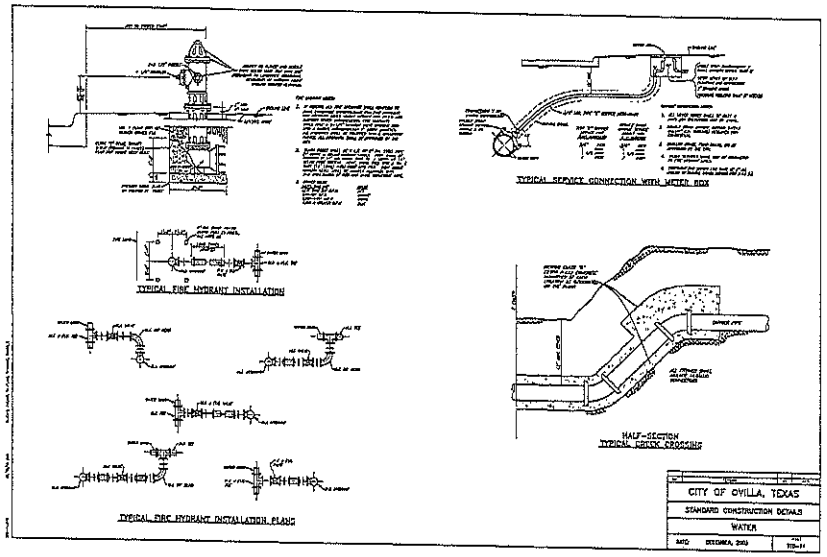
STANDARD CONSTRUCTION DETAILS
TYPICAL EMBEDMENTS
DATE: DECEMBER, 2002


PLAN
SECTION
TYPICAL SEWER
HOUSE SERVICE CONNECTION
DEEP CUT CLEANOUT
STANDARD CLEANOUT
TYPICAL STUBOUT CONNECTION
TYPICAL TWO WAY CLEANOUT
VERTICAL CLEANOUT CONNECTION
CITY OF OVILLA, TEXAS
STANDARD CONSTRUCTION DETAILS
SANITARY SEWER
DATE: DECEMBER, 2002

SHEET 7-9


TYPICAL SERVICE CONNECTION WITH METER BOX
TYPICAL FIRE HYDRANT INSTALLATION
HALF-SECTION
TYPICAL CREEK CROSSING
TYPICAL FIRE HYDRANT INSTALLATION PLANS
CITY OF OVILLA, TEXAS
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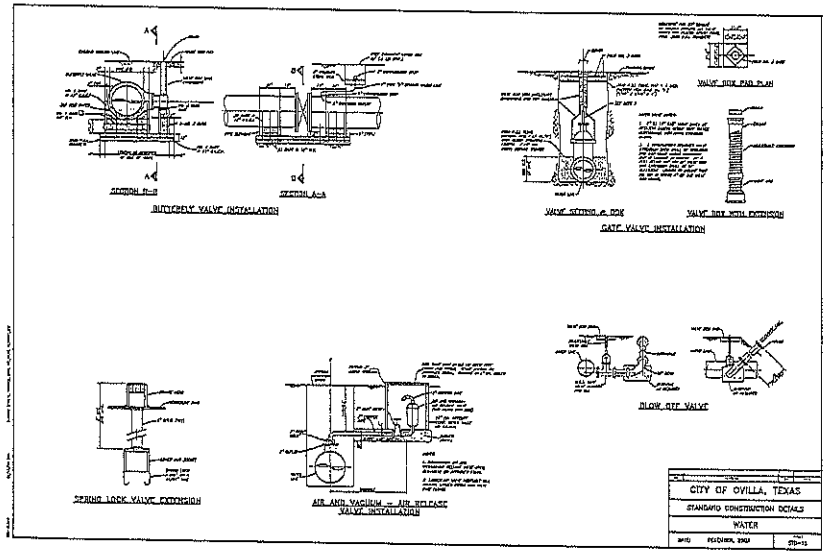
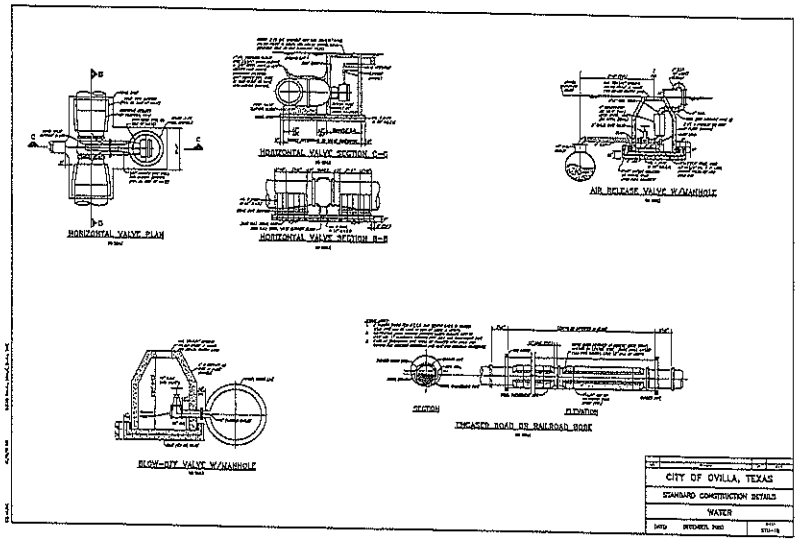
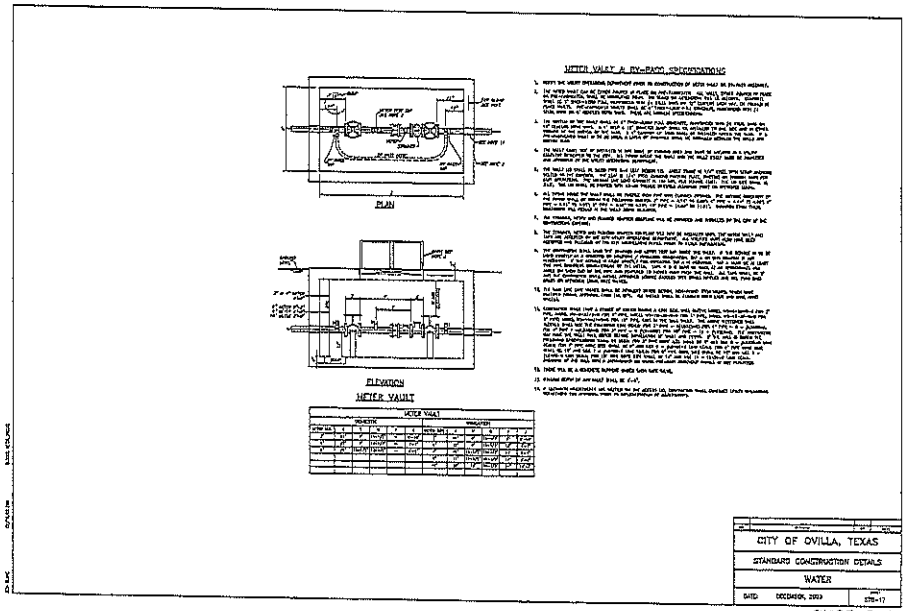
WATER
DATE DECEMBER, 2003
STD-11


SECTION B-B
SECTION A-A
BUTTERFLY VALVE INSTALLATION
VALVE BOX PAD PLAN
VALVE SETTING @ BOX
VALVE BOX WITH EXTENSION
GATE VALVE INSTALLATION
BLOW OFF VALVE
SPRING LOCK VALVE EXTENSION
AIR AND VACUUM - AIR RELEASE VALVE INSTALLATION
CITY OF OVILLA, TEXAS
STANDARD CONSTRUCTION DETAILS
WATER
DATE DECEMBER, 2003
STD-12


HORIZONTAL VALVE PLAN
HORIZONTAL VALVE SECTION C-C
HORIZONTAL VALVE SECTION B-B
AIR RELEASE VALVE W/MANHOLE
BLOW-OFF VALVE W/MANHOLE
SECTION
ELEVATION
ENCASED ROAD OR RAILROAD BORE
CITY OF OVILLA, TEXAS
STANDARD CONSTRUCTION DETAILS
WATER
DATE DECEMBER, 2003
STD-13


WATER VALVE & BY-PASS SPECIFICATIONS
PLAN
ELEVATION
METER VAULT
CITY OF OVILLA, TEXAS
STANDARD CONSTRUCTION DETAILS
WATER
DATE DECEMBER, 2003
STD-17

SHEET 7-D

City of Ovilla

Ovilla City Council

AGENDA ITEM REPORT

Item 2

Meeting Date: July 11, 2016 | **Department: Administration**

☒**Discussion** ☒**Action** | **Budgeted Expense:** ☐**YES** ☐**NO** ☒**N/A**

Submitted By: Dennis Burn, CM | **Amount: N/A**

Reviewed By: ☒ **City Manager** ☒ **City Secretary** ☒ **City Attorney**

☐ **Accountant** ☒ **Other: Staff**

Attachments:

1. Resolution R2016-08 and Exhibit A

Agenda Item / Topic:

ITEM 2. *DISCUSSION/ACTION* – Consideration of and Action on Resolution R2016-08 of the City Council of the City of Ovilla, Texas, granting a Specific Use Permit for an approximate 0.6134 acre tract of land located on Lot 4, Block A, within the City of Ovilla, Texas, and otherwise known and referred to as 2887 Ovilla Road, Ovilla, Ellis County, Texas; said tract being located within the general commercial (CG) zoning district; by permitting said property to be used for a restaurant; and making said permit subject to such certain conditions and restrictions as may be set forth herein.

Discussion / Justification:

The attached resolution permits said property to be used as a drive-thru restaurant.

SPECIFIC USE PERMIT

NAME: GOLDEN CHICK

AUTHORIZED AGENT OF RECORD: Yara Masri Management Company
LOCATION: 2887 Ovilla Road, Ovilla
UTILITIES: Glenn Heights CCN
ZONING: CG General Commercial
PROPOSED LAND USE: Commercial
MAJOR THOROUGHFARE: Highway 664/Ovilla Road
APPLICANT'S PROPOSAL: Restaurant, Drive-thru

Recommendation / Staff Comments:

Staff recommends approval of Resolution R2016-08.

Sample Motion(s):

I move that Council **approve/deny** a Resolution R2016-08 of the City Council of the City of Ovilla, Texas, granting a Specific Use Permit for an approximate 0.6134 acre tract of land located on Lot 4, Block A, within the City of Ovilla, Texas, and otherwise known and referred to as 2887 Ovilla Road, Ovilla, Ellis County, Texas; said tract being located within the general commercial (CG) zoning district; by permitting said property to be used for a restaurant; and making said permit subject to such certain conditions and restrictions as may be set forth herein.

RESOLUTION NO. R2016-08
Golden Chick Restaurant

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OVILLA, TEXAS, GRANTING A SPECIFIC USE PERMIT FOR AN APPROXIMATELY 0.6134 ACRE TRACT OF LAND LOCATED ON LOT 4, BLOCK A, WITHIN THE CITY OF OVILLA, TEXAS, AND OTHERWISE KNOWN AND REFERRED TO AS 2887 OVILLA ROAD; SAID TRACT BEING LOCATED WITHIN THE GENERAL COMMERCIAL ZONING DISTRICT; BY PERMITING SAID PROPERTY TO BE USED FOR A GOLDEN CHICK DRIVE-THROUGH RESTAURANT; AND MAKING SAID PERMIT SUBJECT TO SUCH CERTAIN CONDITIONS AND RESRTRICTIONS AS MAY BE SET FORTH HERIN.

WHEREAS, the City of Ovilla Planning and Zoning Commission and the City Council, in compliance with Chapter 14, Section 27, of the Zoning Ordinance of the City of Ovilla, have given requisite notices by United States mail, publication and otherwise; and after holding public hearings and affording a full and fair hearing to all property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the City Council of the City of Ovilla finds and determines that it is in the best interest of the health, safety and general welfare of the citizens of the City of Ovilla to grant a Specific Use Permit for the property described in Section One hereof, subject to such certain conditions and restrictions as may be specified in Section Two.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS:

SECTION ONE. That a Specific Use Permit is hereby granted to permit the property described below (the "Property") to be used for a drive-thru restaurant as such use is defined in the Zoning Code of the City of Ovilla, Texas, subject to the provisions of this Resolution and other applicable City ordinances an regulations:

LOT 4, BLOCK A of Broadmoor Addition, being a 0.6134 Acre Addition in
the W. C. Denton Survey, Abstract 295 City of Ovilla, Ellis county, Texas

SECTION TWO. The Property shall be subject to the following conditions, restrictions and regulations:

A. Site Plan: The development of the Property shall conform in all respects to the Site Plan in Exhibit A attached hereto and incorporated herein for all purposes.

SECTION THREE. The City Council may revoke or modify a Specific Use Permit after notice and hearing, if the Council finds that the permit was obtained or extended by fraud or deception, or one or more of the conditions imposed by the permit has not been met or has been violated pursuant to the provisions of Chapter 14, Section 27.10 of the Zoning Code of the City of Ovilla, Texas.

RESOLVED, PASSED and APPROVED, this 11 day of July 2016.

CITY OF OVILLA, TEXAS

_____
Richard Dormier, Mayor

ATTEST:

_____
Pamela Woodall, City Secretary

Construction Plans For

LOT 4, BLOCK A
BROADMOOR ADDITION

(Proposed Golden Chick Restaurant)

in the

CITY OF OVILLA
ELLIS COUNTY, TEXAS

Date: May 27, 2016

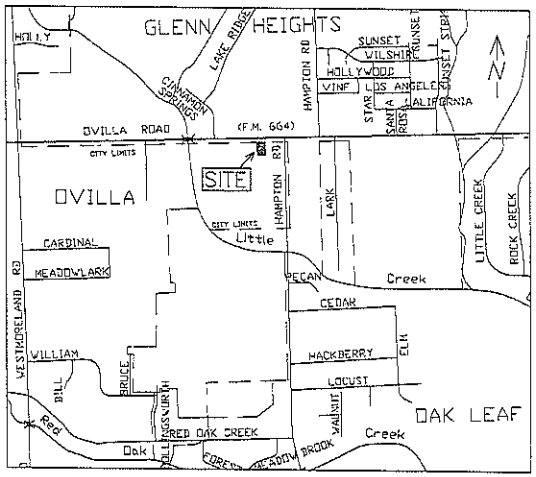
Submitted by:

5/27/2016

James McDill, P.E.

ENGINEERS D&M SURVEYORS

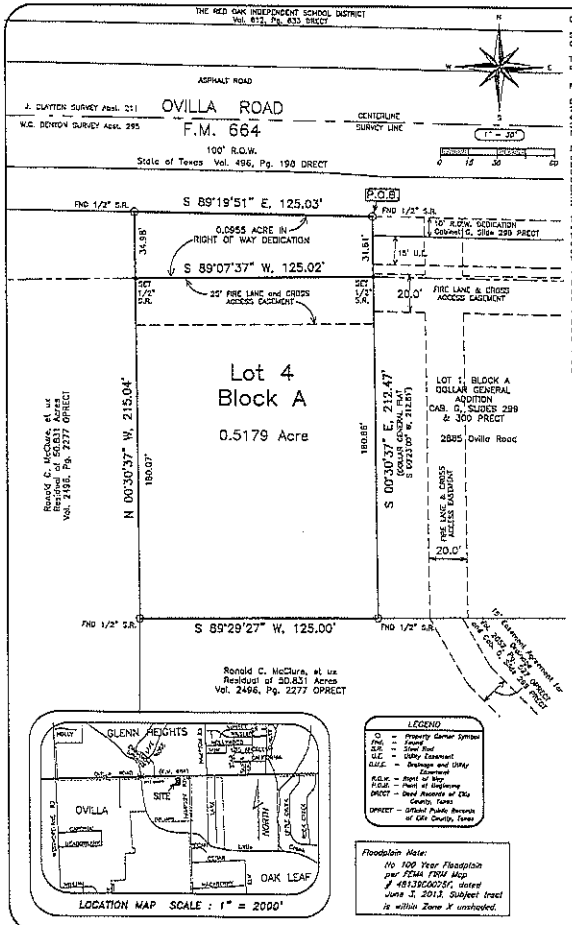
Davis & McDill, Inc.
P.O. Box 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185
(A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)



LOCATION MAP
SCALE: 1" = 1000'

Owner / Developer:
Yara Masri Management Co.
2142 Trishe Lane
Glenn Heights, Texas 75154
Contact: Ziad Masri
Phone: 469-441-9280

INDEX



OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF ELLIS:

That We, Yara Mazri Management Co., being the owners of that certain tract of land hereinafter described as follows:

FIELD NOTES ~ 0.6134 Acre

BEING all that certain lot, tract or parcel of land situated in the W. C. Denton Survey, Abstract No. 295, in the City of Ovilla, in Ellis County, Texas, and being all of a called 0.6134 acre tract of land conveyed to Yara Management Incorporated by deed recorded in INSTRUMENT No. 1010585 of the Official Public Records of Ellis County, Texas (OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod set in the south line of FARM TO MARKET ROAD NO. 664 (F.M. 664), a 100' wide right-of-way, also known as OVILLA ROAD, for a northeast corner of said 0.6134 acre tract and same for this tract, and also being the northwest corner of Lot 1, Block A of Dollar General Addition, an addition in the City of Ovilla, in Ellis County, Texas, according to the plat thereof as recorded in Cabinet G, Slides 299 and 300 of the Plat Records of Ellis County, Texas (PRECT), with the bearing basis for this description from GPS observation, Texas On-Ordinate System, North Central Zone, with a beginning on-ordinate of: Northing = 6906340.083, Easting = 2433922.332;

THENCE South 00°30'37" East, 212.47 feet (Dollar General Plat ~ S 00°33'00" W, 212.61') along an east line of 0.6134 acre tract and same for this tract, and along the west line of said Lot 1 to a 1/2" steel rod found for the southwest corner of said 0.6134 acre tract and same for this tract, and also being the southwest corner of said Lot 1, in an existing north line of the residual of a called 50.831 acre tract as and conveyed to Ronald C. McClure, et ux by deed as recorded in Volume 2496, Page 2277 OPRECRE;

THENCE South 89°29'27" West, 125.00 feet along the south line of said 0.6134 acre tract and same for this tract and along an existing north line of the residual of said 50.831 acre tract to a 1/2" steel rod found for the southwest corner of said 0.6134 acre tract and same for this tract at an existing inner ell corner of the residual of said 50.831 acre tract;

THENCE North 00°30'37" West, 215.04 feet along the west line of said 0.6134 acre tract and same for this tract and along an existing east line of the residual of said 50.831 acre tract to a 1/2" steel rod found for the northwest corner of said 0.6134 acre tract and same for this tract in the south line of said OVILLA ROAD (F.M. 664);

THENCE South 89°19'51" East, 125.03 feet along the north line of said 0.6134 acre tract and same for this tract, and along the south line of said OVILLA ROAD (F.M. 664) to the POINT OF BEGINNING and containing approximately 0.6134 acre of land.

That We, Yara Mazri Management Co., do hereby adopt this plat designating the hereinabove described property as a Final Plat of LOT 4 in BLOCK A of BROADMOOR ADDITION, an addition to the City of Ovilla, Texas, and do hereby dedicate to the City of Ovilla in fee simple forever the streets shown thereon. The easements shown thereon are hereby dedicated and reserved for the purposes as indicated. The utility and drainage easements shall be open to the public and private utilities for such particular use. The maintenance of the paving on the utility and drainage easements is the responsibility of the property owner. No buildings or other improvements or growths, except fences, low-lying vegetation, driveways, and sidewalks less than 5 feet in width shall be constructed or placed upon, over or across the easements shown, except drainage easements in which no improvements which may obstruct the flow of water may be constructed or placed in such drainage easements, easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use the same. All and any public utility shall have the right to remove and keep removed all or parts of the encroachments allowed above which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right to ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Ovilla, Texas.

Yara Mazri Management Co.

STATE OF TEXAS:

Before me the undersigned authority, a notary public in and for said state on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 2016.

Notary Public

Owner / Developer
Yara Mazri Management Co.
2142 Triple Lane
Glenn Heights, Texas 75154
Contact: Zach Mazri
Phone: 469-441-0260

CITY OF OVILLA APPROVAL:

APPROVED BY THE PLANNING AND ZONING COMMISSION OF OVILLA, TEXAS, on the _____ day of _____ 2016.

City Secretary

Chairperson, Planning-and-Zoning Commission

APPROVED BY THE CITY COUNCIL OF OVILLA, TEXAS, on the _____ day of _____, 2016.

Mayor

City Secretary

KNOW ALL MEN BY THESE PRESENTS:

That I, Walter Raven Davis, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Ovilla, Texas.

Walter Raven Davis, RPLS #4466
Davis and McDill, Inc.

Date

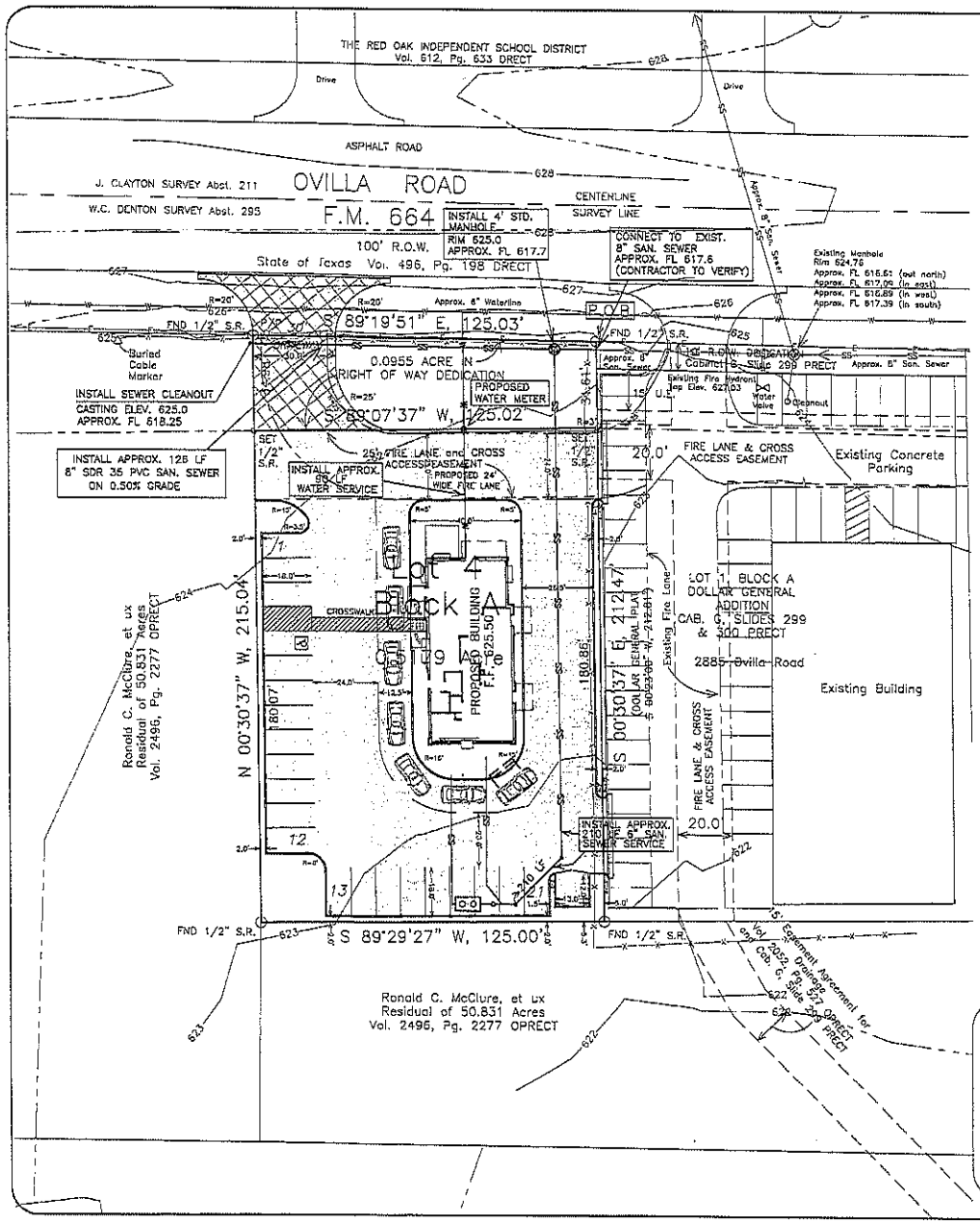
FINAL PLAT

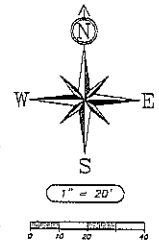
LOT 4 in BLOCK A of BROADMOOR ADDITION

Being a 0.6134 Acre Addition in the
W. C. Denton Survey, Abst. 295
City of Ovilla, Ellis County, Texas
1 Lot

ENGINEERS D&M SURVEYORS
DAVIS & McDILL, Inc.
P.O. BOX 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185 Fax: 972-937-0307
(A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8438)

Drawn: DM / KB Date: May 27, 2016 Job: 215-0297-FINAL





FIELD NOTES ~ 0.6134 Acre

BEING all that certain lot, tract or parcel of land situated in the W. C. Denton Survey, Abstract No. 295, in the City of Ovilla, in Ellis County, Texas, and being all of a called 0.6134 acre tract of land conveyed to Yara Management Incorporated by deed recorded in Instrument No. 1510885 of the Official Public Records of Ellis County, Texas (OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod set in the south line of FARM TO MARKET ROAD NO. 664 (F.M. 664), a 100' wide right-of-way, also known as OVILLA ROAD, for a northeast corner of said 0.6134 acre tract and same for this tract, and also being the northwest corner of Lot 1, Block A of Dollar General Addition, an addition to the City of Ovilla, in Ellis County, Texas, according to the plat thereof as recorded in Cabinet G, Slides 299 and 300 of the Plat Records of Ellis County, Texas (PRECT), with the bearing basis for this description from GPS observation, Texas Co-Ordinate System, North Central Zone, with a beginning co-ordinate of: Northing = 6980345.000, Easting = 2473922.532;

THENCE South 00°30'37" East, 212.47 feet (Dollar General Plat – S 00°23'00" W, 212.61') along an east line of 0.6134 acre tract and same for this tract, and along the west line of said Lot 1 to a 1/2" steel rod found for the southeast corner of said 0.6134 acre tract and same for this tract, and also being the southwest corner of said Lot 1, in an existing north line of the residual of a called 50.831 acre tract of land conveyed to Ronald C. McClure, et ux by deed as recorded in Volume 2496, Page 2277 OPRECT;

THENCE South 89°29'27" West, 125.00 feet along the south line of said 0.6134 acre tract and same for this tract and along an existing north line of the residual of said 50.831 acre tract to a 1/2" steel rod found for the southwest corner of said 0.6134 acre tract and same for this tract at an existing inner ell corner of the residual of said 50.831 acre tract;

THENCE North 00°30'37" West, 215.04 feet along the west line of said 0.6134 acre tract and same for this tract and along an existing east line of the residual of said 50.831 acre tract to a 1/2" steel rod found for the northwest corner of said 0.6134 acre tract and same for this tract in the south line of said OVILLA ROAD (F.M. 664);

THENCE South 89°19'51" East, 125.03 feet along the north line of said 0.6134 acre tract and same for this tract, and along the south line of said OVILLA ROAD (F.M. 664) to the POINT OF BEGINNING and containing approximately 0.6134 acre of land.

Owner's Acknowledgment

I hereby acknowledge this document as the officially approved preliminary plat.

Owner's Signature _____ *Date* _____

CITY OF OVILLA
ELLIS COUNTY, TEXAS
City Approval of Preliminary Plat

Approved for preparation of the final plat:

Approved by the Planning and Zoning Commission _____ *Date* _____

Approved by the City Council _____ *Date* _____

Surveyor's Certification

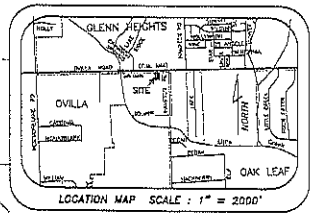
KNOW ALL MEN BY THESE PRESENTS:

That I, Walter Kevan Davis, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Ovilla.

Registered Professional Land Surveyor _____ 5-27-2015

STATE OF TEXAS
WALTER KEVAN DAVIS
5280
REGISTERED PROFESSIONAL ENGINEER

LEGEND
P.O. = Property Corner Symbol Found
S.P. = Steel Pipe
U.E. = Utility Easement
D.&U.E. = Drainage and Utility Easement
R.O.W. = Right of Way
P.O.B. = Point of Beginning
DRECT = Deed Records of Ellis County, Texas
OPRECT = Official Public Records of Ellis County, Texas



Owner / Developer:
Yara Mazri Management Co.
2142 Trisha Lane
Glenn Heights, Texas 75154
Contact: Zach Mazri
Phone: 469-441-9900

Floodplain Note:
No 100 Year Floodplain per FEMA FIRM Map # 48139C0095F, dated June 3, 2012. Subject tract is within Zone X unshaded.

PRELIMINARY PLAT

LOT 4 in BLOCK A of BROADMOOR ADDITION

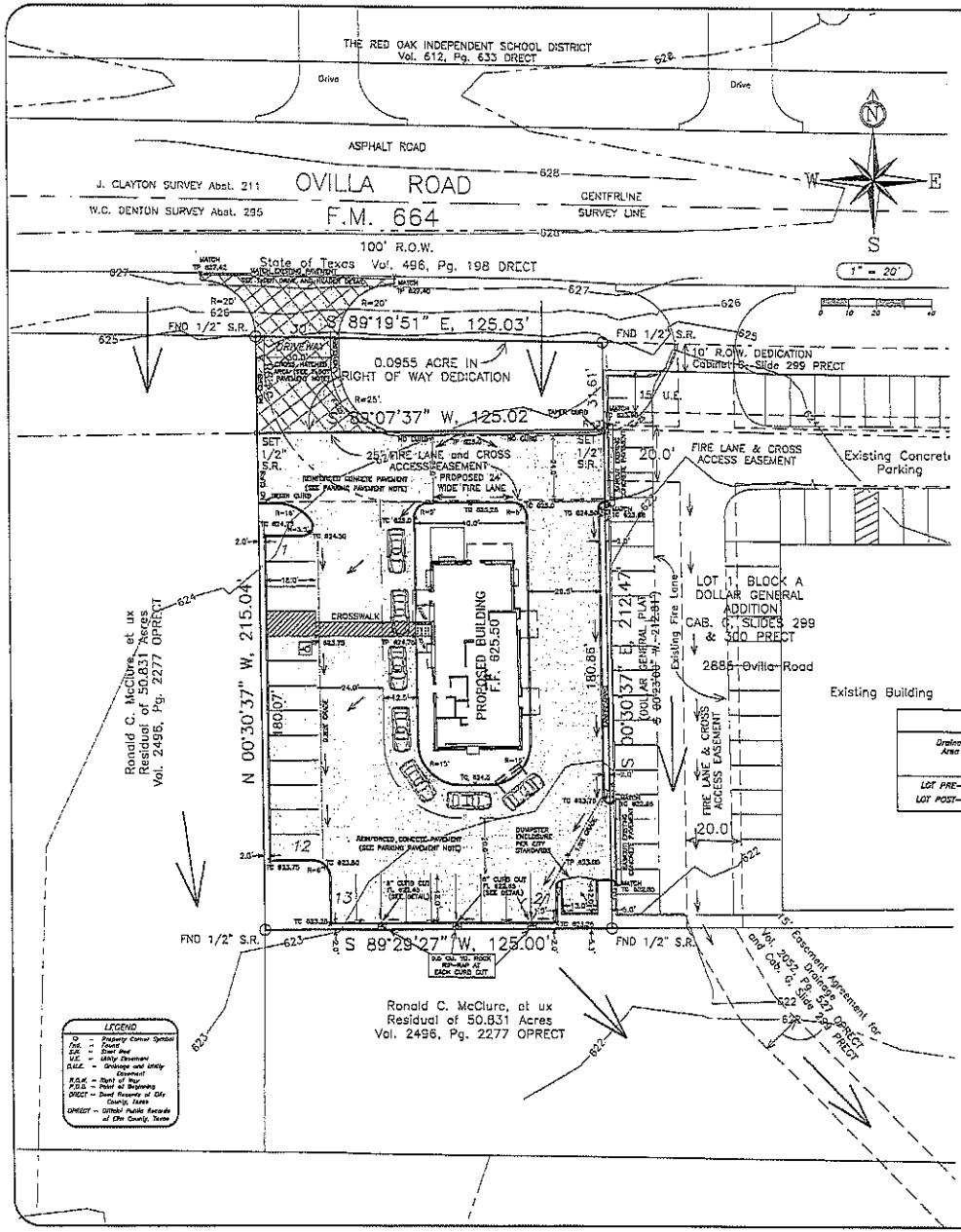
Being a 0.6134 Acre Addition in the W. C. Denton Survey, Abst. 295 City of Ovilla, Ellis County, Texas

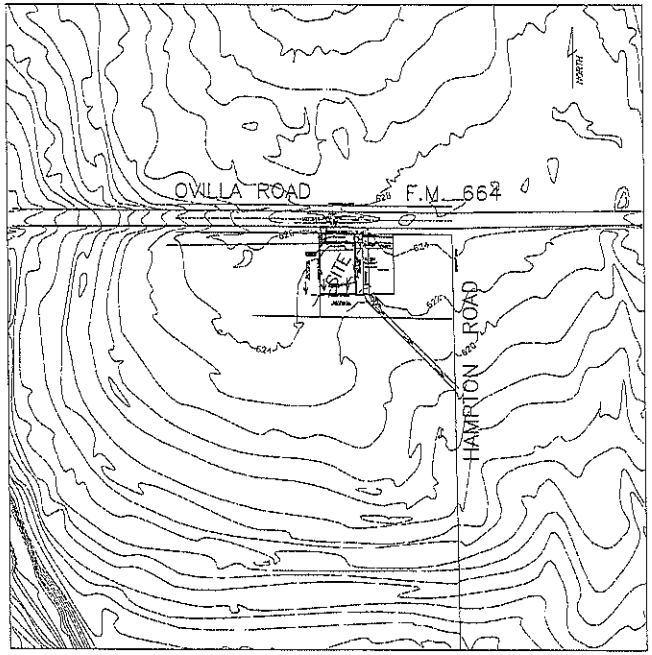
1 Lot

REVISIONS	BY

ENGINEERS D&M SURVEYORS
DAVIS & McDILL, Inc.
(A Texas licensed surveying firm # 10191-00, and a Texas licensed engineering firm # F-3539)
P.O. BOX 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185 Fax: 972-937-0307

Date: 5-27-2015
Scale: 1" = 20'
Drawn: DM / KB
Job: 215-0297 PRELIM-PLAT
Sheet 3 of 7 sheets.





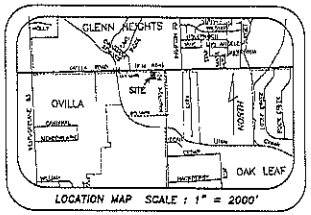
DRAINAGE AREA MAP SCALE: 1" = 200'

DRAINAGE CALCULATIONS

Drainage Area	Area acres	Runoff Coeff. (C)	Time of Conc. min.	Rainfall Intensity in./hr 10 yr/100 yr	Storm Runoff cfs 10 yr/100 yr
LOT PRE-DEV	0.6134	0.40	10	5.4 / 8.8	1.5 / 2.2
LOT POST-DEV	0.6134	0.90	10	5.4 / 8.8	3.5 / 4.9

TxDOT RIGHT OF WAY NOTES:

1. PER TxDOT REQUIREMENTS, A 6:1 SIDE SLOPE FROM THE DRIVEWAY SHALL BE MAINTAINED. A 4:1 SIDE SLOPE IS ACCEPTABLE FROM THE ROADWAY, BUT 6:1 IS REQUIRED FROM THE DRIVEWAY.
2. ALL DISTURBED AREAS WITHIN STATE RIGHT OF WAY MUST BE SEEDED, AND VEGETATION MUST BE RE-ESTABLISHED.
3. ALL UTILITY LINES TO BE INSTALLED WITHIN STATE RIGHT OF WAY MUST BE PERMITTED. PERMITS MUST BE OBTAINED BY THE UTILITY OWNER.



LOCATION MAP SCALE : 1" = 2000'

Owner / Developer:
Yara Masri Management Co.
2142 Trisha Lane
Glenn Heights, Texas 75154
Contact: Zach Masri
Phone: 469-441-9280

Floodplain Note:
No 100 Year Floodplain per FEMA FIRM Map # 48139C0075F, dated June 2, 2011. Subject tract is within Zone X unshaded.

5/27/2016

DRAINAGE PLAN

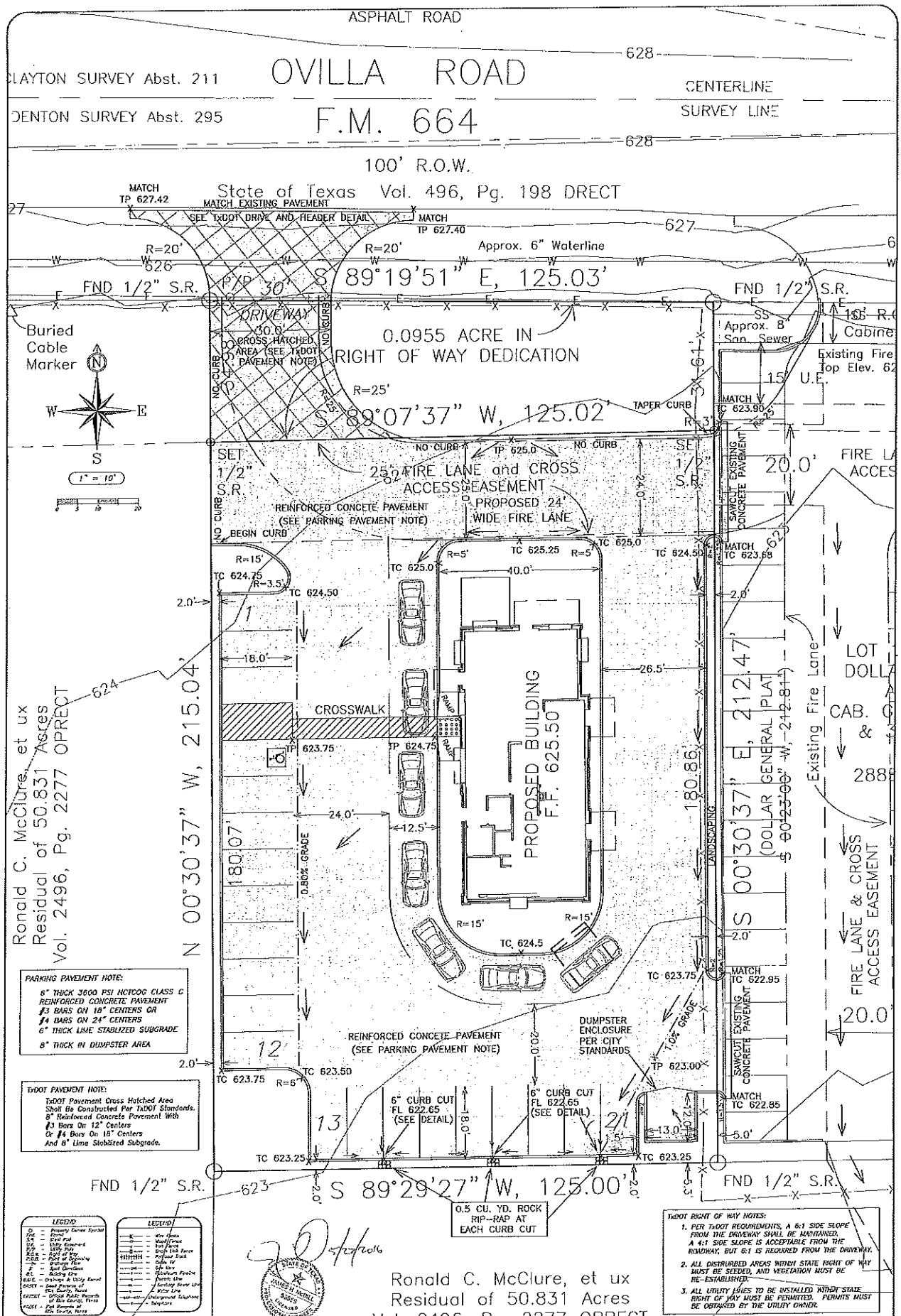
LOT 4 in BLOCK A of BROADMOOR ADDITION

Being a 0.6134 Acre Addition in the W. C. Denton Survey, Abst. 295 City of Ovilla, Ellis County, Texas

REVISIONS	BY

ENGINEERS D&M SURVEYORS
DAVIS & McDILL, Inc.
(A Texas Licensed surveying firm # 10030-00, and a Texas Licensed engineering firm # F-4493)
P.O. BOX 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185 Fax: 972-937-0307

Date: 5-27-2016
Scale: 1" = 20'
Drawn: DM / KB
Job: 215-0297 DRAINAGE
Sheet 4 of 7 sheets.

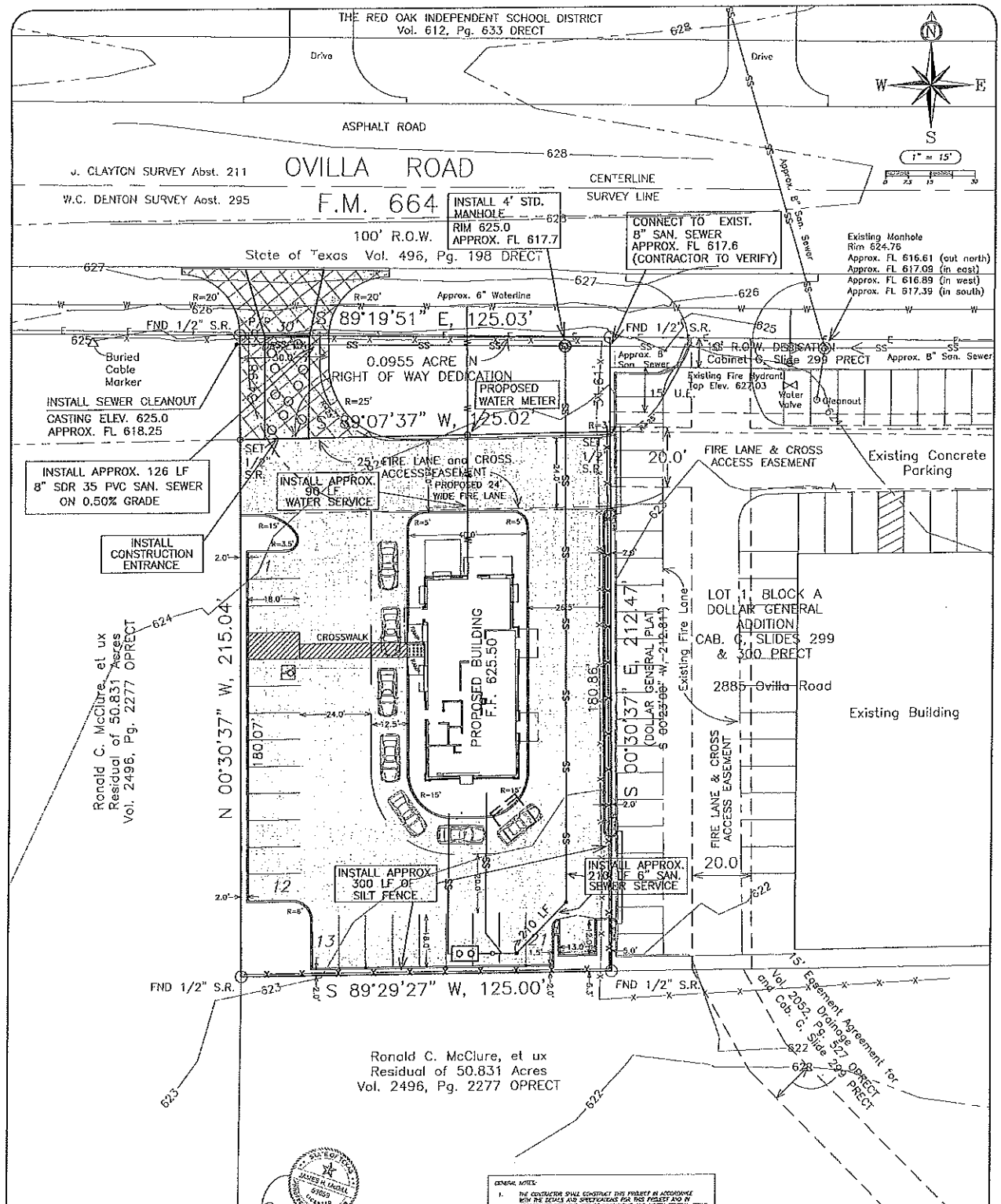


SITE GRADING PLAN
LOT 4 in BLOCK A of BROADMOOR ADDITION
Being a 0.6134 Acre Addition in the W. C. Denton Survey, Abst. 205
City of Ovilla, Ellis County, Texas

ENGINEERS D&M SURVEYORS
DAVIS & McDILL, Inc.
(A Texas Licensed Surveying Firm # 10199101-00, and a Texas Licensed Engineering Firm # F-8419)
P.O. BOX 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185 Fax: 972-937-0307

Date: 5-27-2016 | Scale: 1" = 10' | Drawn: DM / KB | Job: 215-0-037 GRADING | Sheet 5 of 7 sheets

REVISIONS | BY



Sheet 6 of 7 sheets | Job: 215-0267 GRADING | Drawn: DM / KB | Scale: 1" = 15' | Date: 5-27-2016

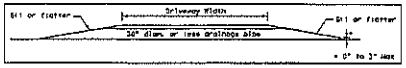
SITE UTILITY & EROSION CONTROL PLAN
LOT 4 in BLOCK A of BROADMOOR ADDITION
Being a 0.8134 Acre Addition in the W. C. Denton Survey, Abst. 295 City of Ovilla, Ellis County, Texas

ENGINEERS D&M SURVEYORS
DAVIS & McDILL, Inc.
(A Texas licensed surveying firm # 101501-00, and a Texas licensed engineering firm # F-8439)
P.O. BOX 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185 Fax: 972-937-0307

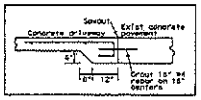
REVISIONS BY

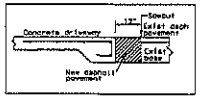
GENERAL DRIVEWAY REQUIREMENTS
TxDOT – ELLIS COUNTY AREA OFFICE

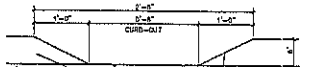
1. No vertical headwalls are allowed on the right of way (ROW) within the horizontal clearance width listed in TxDOT's Roadway Design Manual. The ends of all drainage conduits located within the horizontal clearance width must be sloped at 6:1 or flatter and must include erosion protection.
2. Pipe runners shall be provided on all single pipes over 30" in diameter, double pipes over 27" in diameter and triple or more pipes of any diameter. See TxDOT Safety End Treatment (SET) Standards for additional details.
3. Standard Driveway Cross Section.



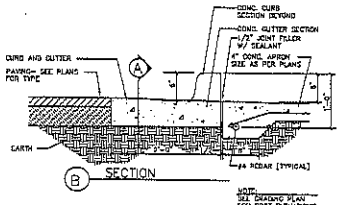
4. An expansion joint shall be located at the ROW line on concrete driveways.
5. For highways without concrete curbs, all curbing extending from private property shall transition and cease prior to entering the horizontal clearance width of the highway.
6. Reinforcing for concrete drives shall consist of #3 bars at 12" c-c or #4 bars at 18" c-c. The minimum thickness for commercial and private concrete driveways shall be 6". Concrete driveways for public facilities shall be 8" thick and supported by 8" of stabilized subgrade.
7. The grantee is responsible for locating all above-ground and underground utilities in the ROW prior to beginning construction.
8. For TxDOT signal line locations, contact the Dallas District Signal Shop at 214-320-6682 prior to construction.
9. Pavement Tie-In Details







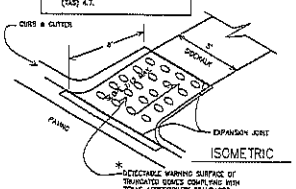
A SECTION



B SECTION

CURB CUT 1"=1'-0"

NOTE: CURB RAMPS NOT WITHIN THE PUBLIC RIGHT OF WAY SHALL COMPLY WITH TEXAS ACCESSIBILITY STANDARDS (TAS) 4.7.

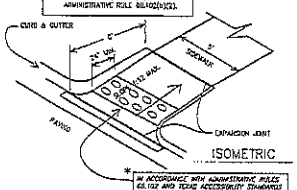


ISOMETRIC

HANDICAP RAMP

NOT WITHIN PUBLIC RIGHT OF WAY

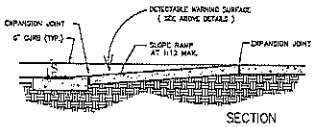
NOTE: CURB RAMPS WITHIN THE PUBLIC RIGHT OF WAY SHALL COMPLY WITH ARCHITECTURAL BARRIERS ADMINISTRATIVE RULE 81.102(a)(3).



ISOMETRIC

HANDICAP RAMP

WITHIN PUBLIC RIGHT OF WAY



SECTION

*NOTE:
REFERENCE THE LATEST TEXAS ACCESSIBILITY STANDARDS (TAS) FOR CURRENT REQUIRED DETECTABLE WARNING SURFACE OF HANDICAP RAMPS.

PARKING PAVEMENT NOTE:

6" THICK 3600 PSI NCTCOG CLASS C REINFORCED CONCRETE PAVEMENT
#4 BARS ON 24" CENTERS
6" THICK LIME STABILIZED SUBGRADE

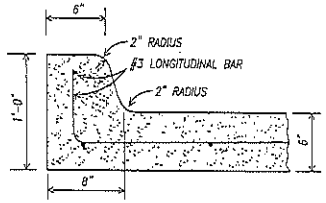
8" THICK AROUND DUMPSTER AREA

TxDOT PAVEMENT NOTE:

TxDOT Pavement Cross Hatched Area Shall Be Constructed Per TxDOT Standards. 8" Reinforced Concrete Pavement With #3 Bars On 12" Centers Or #4 Bars on 18" Centers And 8" Lime Stabilized Subgrade.

TxDOT RIGHT OF WAY NOTES:

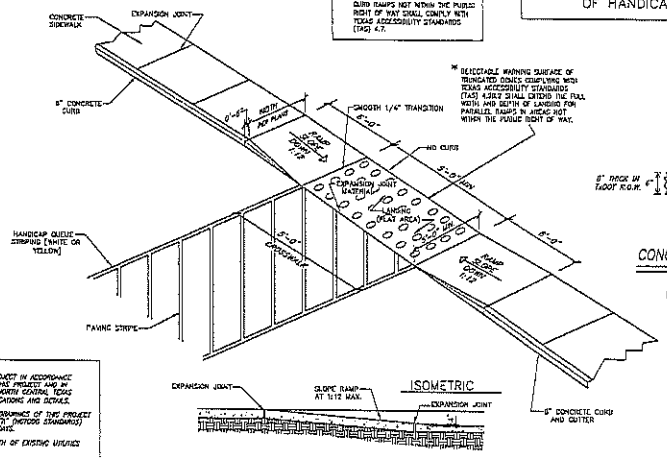
1. *PER TxDOT REQUIREMENTS, A 6:1 SIDE SLOPE FROM THE DRIVEWAY SHALL BE MAINTAINED. A 4:1 SIDE SLOPE IS ACCEPTABLE FROM THE ROADWAY, BUT 6:1 IS REQUIRED FROM THE DRIVEWAY.*
2. *ALL DISTURBED AREAS WITHIN STATE RIGHT OF WAY MUST BE SEEDED, AND VEGETATION MUST BE RE-ESTABLISHED.*
3. *ALL UTILITY LINES TO BE INSTALLED WITHIN STATE RIGHT OF WAY MUST BE PERMITTED. PERMITS MUST BE OBTAINED BY THE UTILITY OWNER.*



INTEGRAL CURB

NOT TO SCALE

NOTE: CURB RAMPS NOT WITHIN THE PUBLIC RIGHT OF WAY SHALL COMPLY WITH TEXAS ACCESSIBILITY STANDARDS (TAS) 4.7.

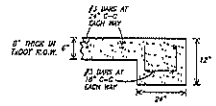


ISOMETRIC

SECTION

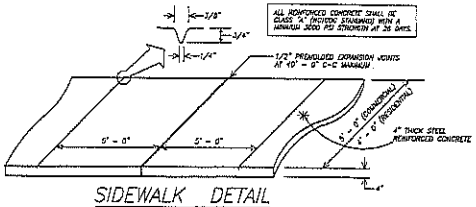
HANDICAP RAMP DETAIL

NOT TO SCALE



CONCRETE HEADER DETAIL

NOT TO SCALE
(IN NON-TxDOT AREAS)



SIDEWALK DETAIL

(NOT TO SCALE)

NOTES:

1. MAXIMUM SLOPE ON BARRIER FREE RAMPS MUST NOT EXCEED 1" PER FOOT AT ANY LOCATION.
2. DESIGNS SHOWN ARE FOR 6" CURBS. FOR CURBS WITH HEIGHT GREATER THAN 6", DIMENSIONS MUST BE INCREASED PROPORTIONATELY.
3. STREETS ON STEEP GRADE WILL REQUIRE LONGER TRANSITION ON UPGRADE SIDE.
4. LOCATION OF BARRIER FREE RAMP MAY BE SHIFTED TO CLEAR OBSTRUCTIONS.
5. GRADE OF ANY INTERSECTING DRIVE FROM GUTTER LINE OF STREET TO PROPERTY LINE MUST NOT EXCEED 8%.

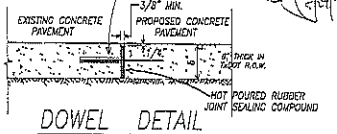
SIDEWALK NOTES:

1. SIDEWALKS TO BE BUILT PER CITY OF OVILLA STANDARDS (ALONG BACK OF CURB OF STREET) (5' COMMERCIAL/4' RESIDENTIAL)
2. BARRIER FREE RAMPS TO BE BUILT PER CITY OF OVILLA STANDARDS

GENERAL NOTES:

1. THE CONTRACTOR SHALL CONSTRUCT THIS PROJECT IN ACCORDANCE WITH THE DETAILS AND SPECIFICATIONS FOR THIS PROJECT AND IN ACCORDANCE WITH THE CITY OF OVILLA AND NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) SPECIFICATIONS AND DETAILS.
2. UNLESS OTHERWISE SPECIFIED ON THE DETAIL DRAWINGS OF THIS PROJECT ALL REINFORCED CONCRETE SHALL BE CLASS "A" (NCTCOG STANDARDS) WITH A MINIMUM 3600 PSI STRENGTH AT 28 DAYS.
3. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4. BARRICADING IN CONFORMANCE WITH THE CITY OF OVILLA AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES WILL BE REQUIRED DURING ALL WORK IN THE PUBLIC RIGHT OF WAY.
5. CONTRACTOR MUST KEEP THE STREETS CLEAN OF ALL CONSTRUCTION DEBRIS AND DIRT AT ALL TIMES.
6. LANDSCAPING SHALL CONFORM TO THE CITY OF OVILLA LANDSCAPING ORDINANCE.
7. LANDSCAPE SPRINKLER SYSTEM AND ALL COMPONENTS WILL BE KEPT OUT OF THE PUBLIC RIGHT OF WAY.
8. STREETS, SIDEWALKS, PARKING AND BUILDING ACCESS SHALL BE BUILT PER A.D.A. (HANDICAP) STANDARDS AND ARE SUBJECT TO A.D.A. REVIEW.
9. ANY WORK DONE IN HIGHWAY RIGHT OF WAY REQUIRES TxDOT APPROVAL AND/OR PERMIT.
10. WATER FROM ROOF GUTTERS SHOULD BE COLLECTED AND TRANSMITTED TO THE STORM DRAIN SYSTEM OR TO A PAVED AREA. IF DOWNSPOUTS DISCHARGE NEXT TO THE STRUCTURE OVER FLOWERS OR PAVED AREAS, THE AREA SHOULD BE WATERPROOF IN ORDER TO ELIMINATE INFILTRATION NEAR TO THE BUILDING. JOINTS SHOULD BE SEALED AGAINST MOISTURE PENETRATION.
11. UTILITY DITCHES SHOULD BE BACKFILLED SO THAT THEY DO NOT BECOME CONDUITS THAT ALLOW SURFACE WATER TO FLOW ADJACENT TO OR BELOW THE FOUNDATION. THIS CAN BE ACCOMPLISHED BY THE USE OF CLAY PLACED WITHIN THE TRENCH BACKFILL.

LUBRICATED SMOOTH DOWELS #5 x 24" AT 12" C-C TO BE IN EXISTING SLAB BY DRILLING AND THE USE OF AN APPROVED EPOXY, COAT REMAINING 12" PROJECTION WITH ASPHALT.



DOWEL DETAIL

NOT TO SCALE

STATE OF TEXAS
JAMES H. MCDILL
53319
LICENSED PROFESSIONAL ENGINEER
5-27-2016

SEE CITY OF OVILLA STANDARD DETAILS

ENGINEERS D&M SURVEYORS

DAVIS & McDILL, Inc.
CONSULTING ENGINEERS – LAND SURVEYORS
P.O. BOX 426, WAXAHACHIE, TEXAS 75168
PHONE: 972-930-1185 FAX: 972-937-0307

(A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)

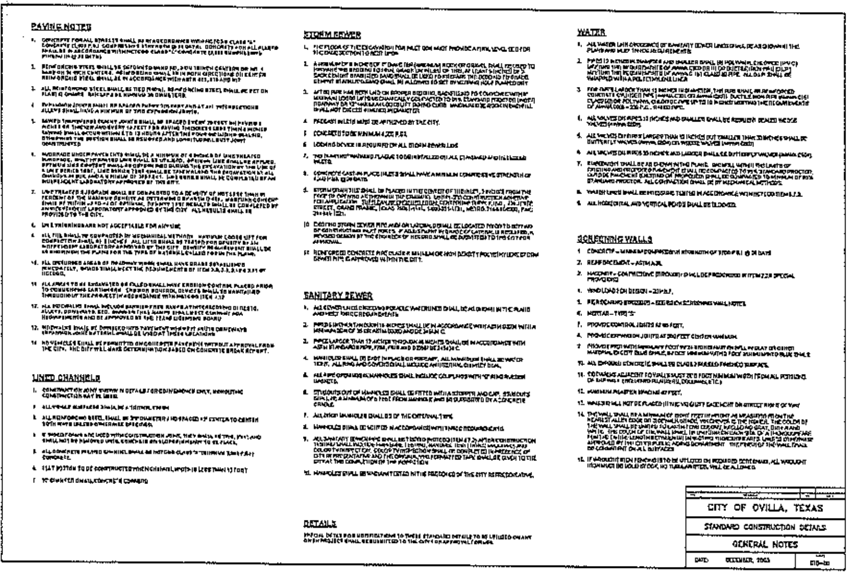
CONSTRUCTION STANDARDS

PROJECT DETAILS

City of Ovilla, Ellis County, Texas

Date: 5-27-2016
Drawn: KMB/KLH
Job: 215-0297
File: DETAILS

SHEET 7-A OF 7 SHEETS

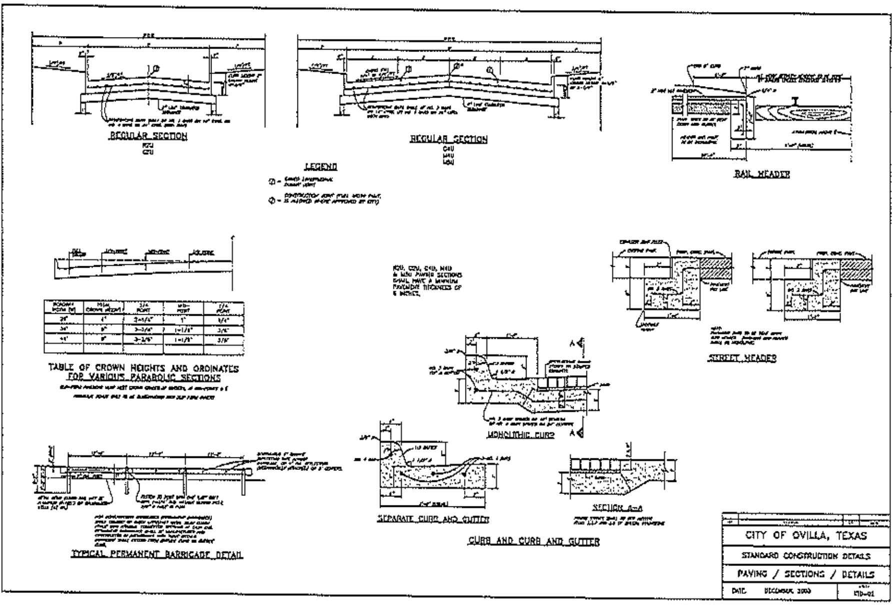


CITY OF OVILLA, TEXAS

STANDARD CONSTRUCTION DETAILS

GENERAL NOTES

DATE: DECEMBER, 2003 — STD-00

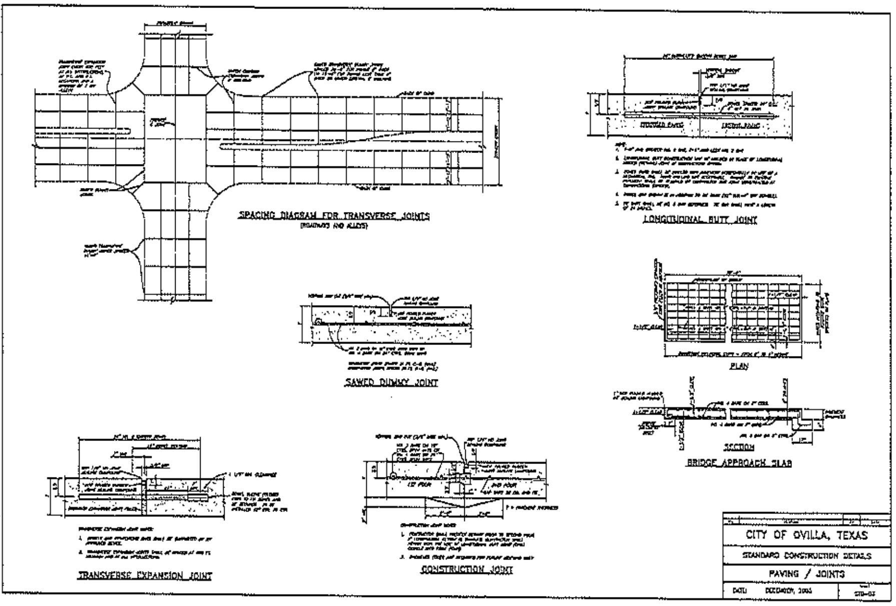


CITY OF OVILLA, TEXAS

STANDARD CONSTRUCTION DETAILS

PAVING / SECTIONS / DETAILS

DATE: DECEMBER, 2003 — STD-01

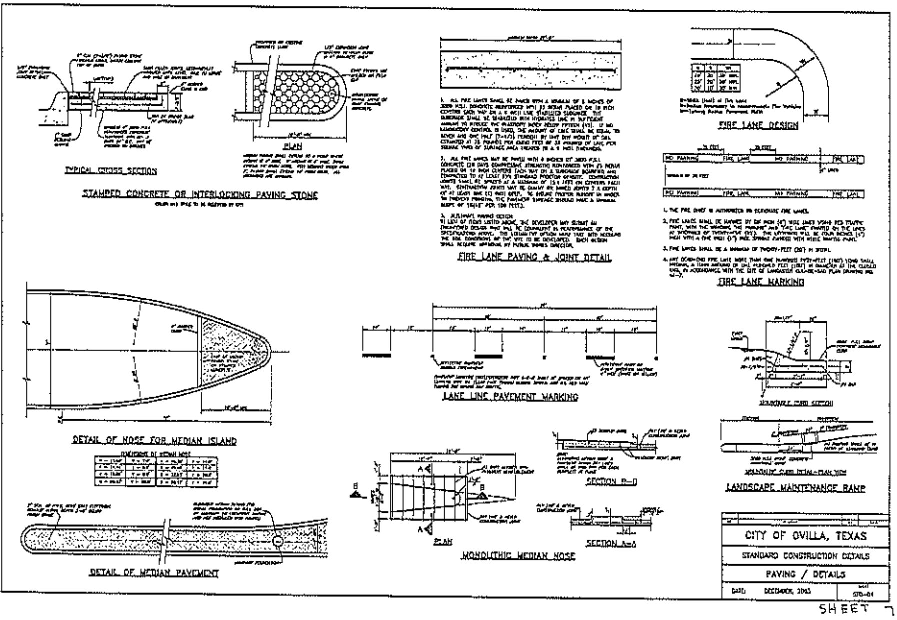


CITY OF OVILLA, TEXAS

STANDARD CONSTRUCTION DETAILS

PAVING / JOINTS

DATE: DECEMBER, 2003 — STD-03



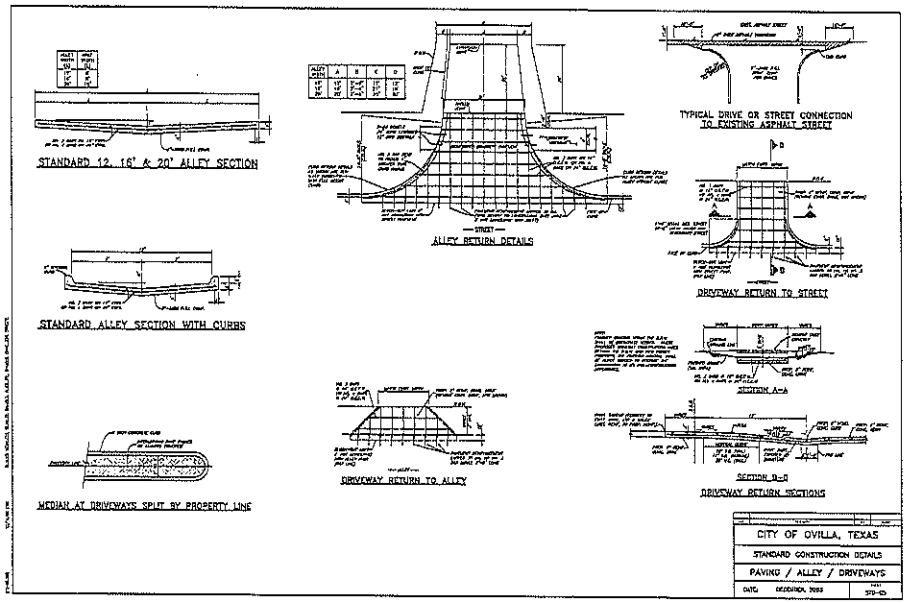
CITY OF OVILLA, TEXAS

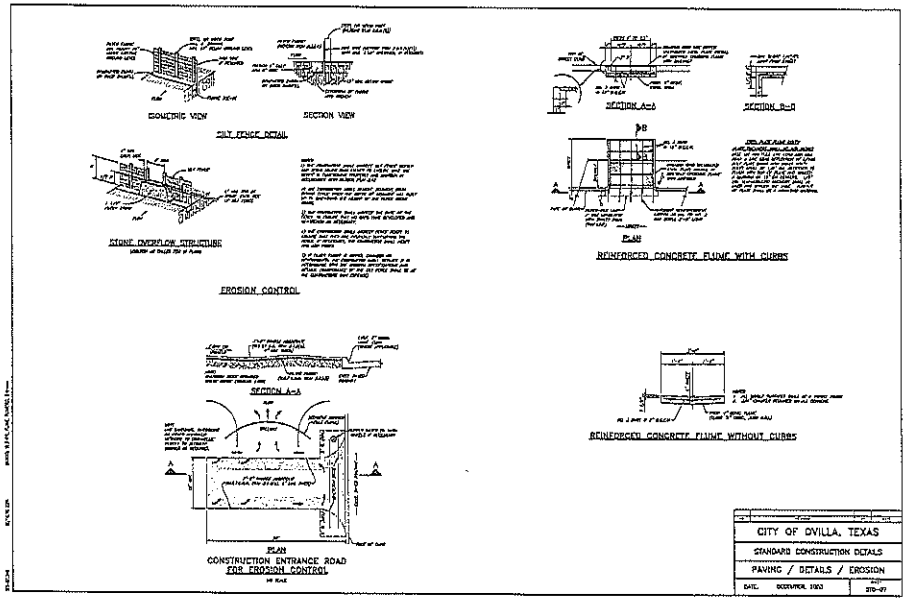
STANDARD CONSTRUCTION DETAILS

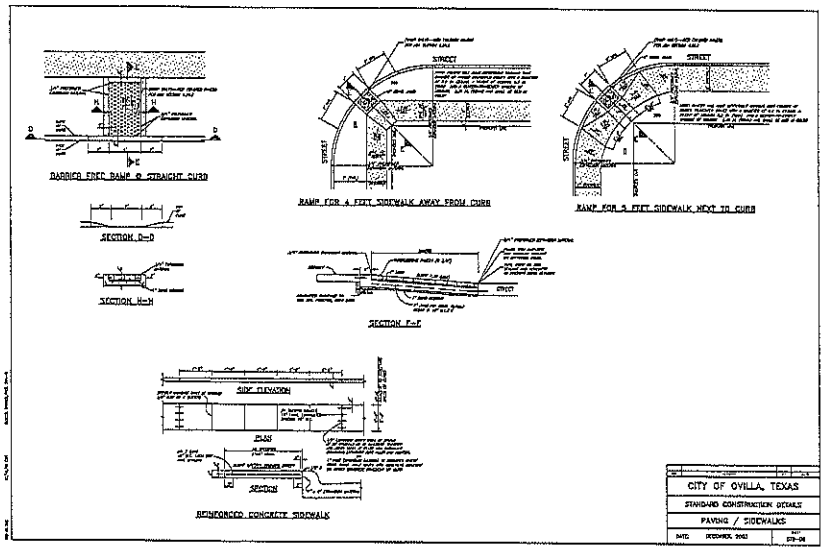
PAVING / DETAILS

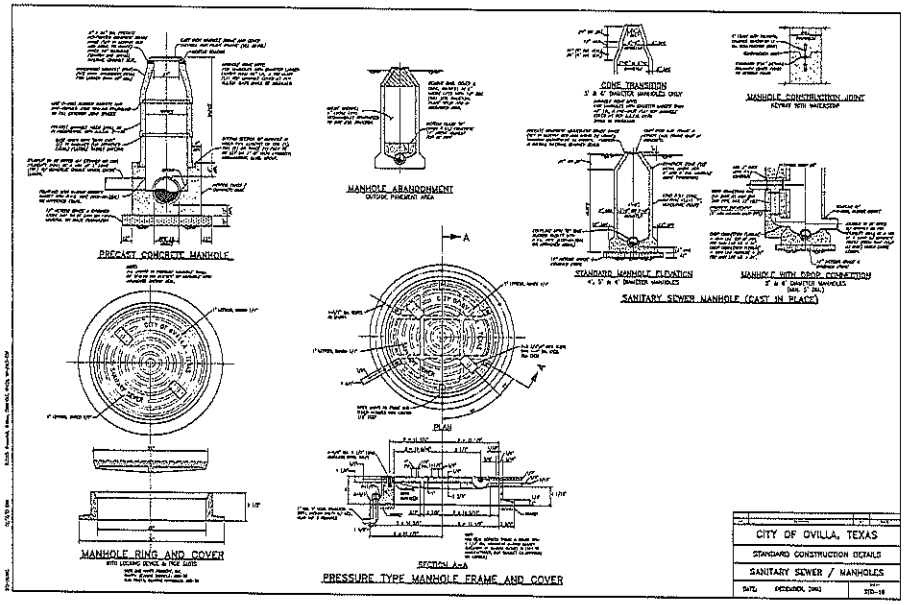
DATE: DECEMBER, 2003 — STD-04

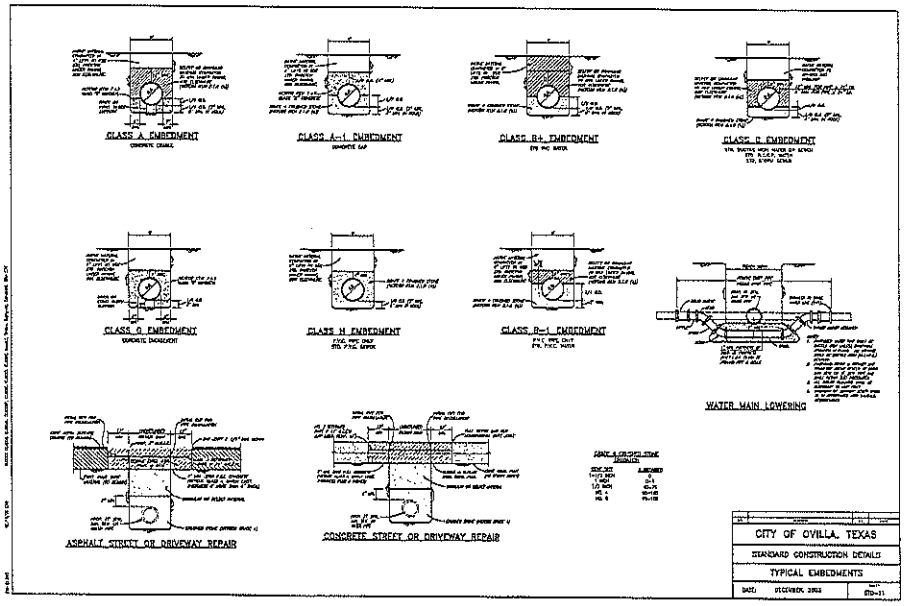
SHEET 7-B

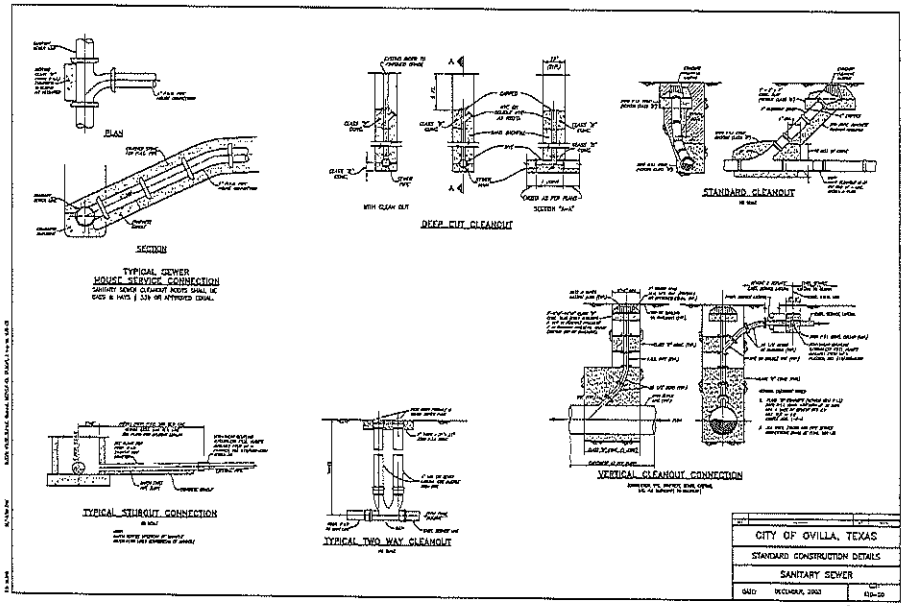

STANDARD 12, 16' & 20' ALLEY SECTION
ALLEY RETURN DETAILS
TYPICAL DRIVE OR STREET CONNECTION TO EXISTING ASPHALT STREET
STANDARD ALLEY SECTION WITH CURBS
DRIVEWAY RETURN TO STREET
SECTION A-A
MEDIAN AT DRIVEWAYS SPLIT BY PROPERTY LINE
DRIVEWAY RETURN TO ALLEY
SECTION B-B
DRIVEWAY RETURN SECTIONS
CITY OF OVILLA, TEXAS
STANDARD CONSTRUCTION DETAILS
PAVING / ALLEY / DRIVEWAYS

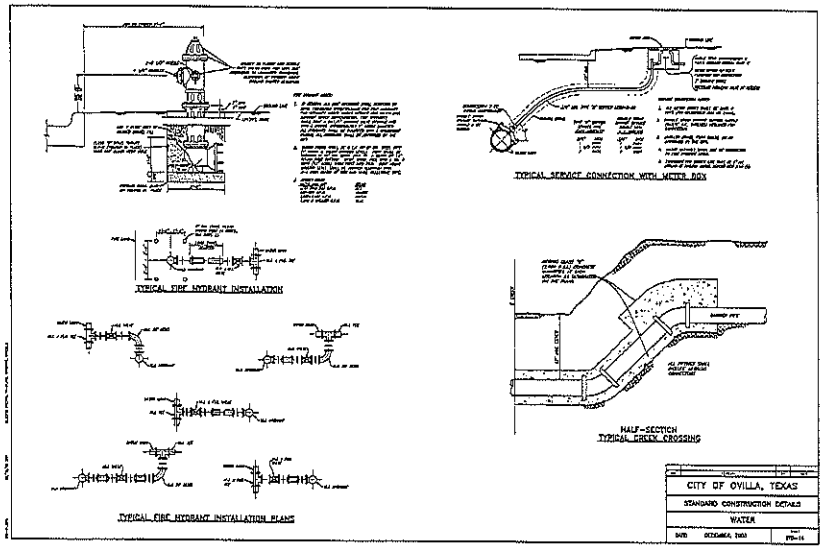

ISOMETRIC VIEW
SECTION VIEW
SILT FENCE DETAIL
SECTION A-A
SECTION B-B
STONE OVERFLOW STRUCTURE
PLAN
REINFORCED CONCRETE FLUME WITH CURBS
EROSION CONTROL
SECTION A-A
PLAN
CONSTRUCTION ENTRANCE ROAD FOR EROSION CONTROL
REINFORCED CONCRETE FLUME WITHOUT CURBS
CITY OF OVILLA, TEXAS
STANDARD CONSTRUCTION DETAILS
PAVING / DETAILS / EROSION

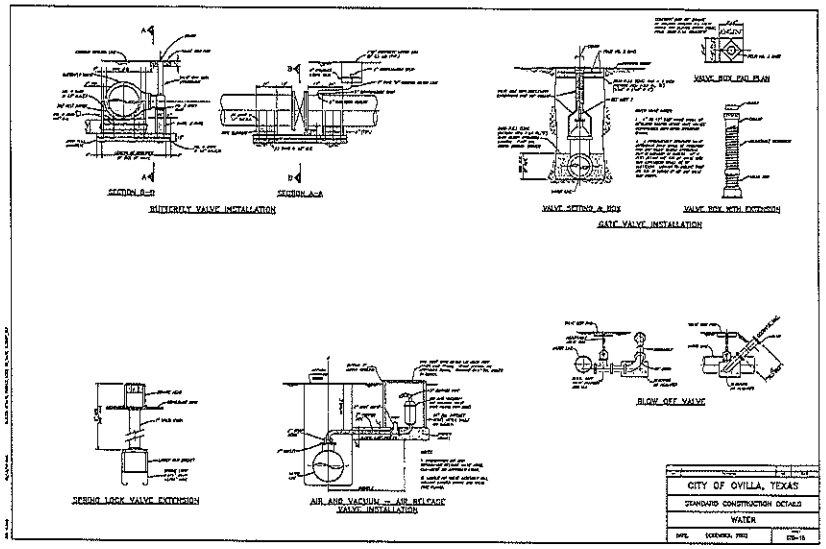

BARRIER FREE RAMP @ STRAIGHT CURB
SECTION D-D
SECTION H-H
RAMP FOR 4 FEET SIDEWALK AWAY FROM CURB
RAMP FOR 5 FEET SIDEWALK NEXT TO CURB
SECTION F-F
SIDE ELEVATION
PLAN
SECTION
REINFORCED CONCRETE SIDEWALK
CITY OF OVILLA, TEXAS
STANDARD CONSTRUCTION DETAILS
PAVING / SIDEWALKS

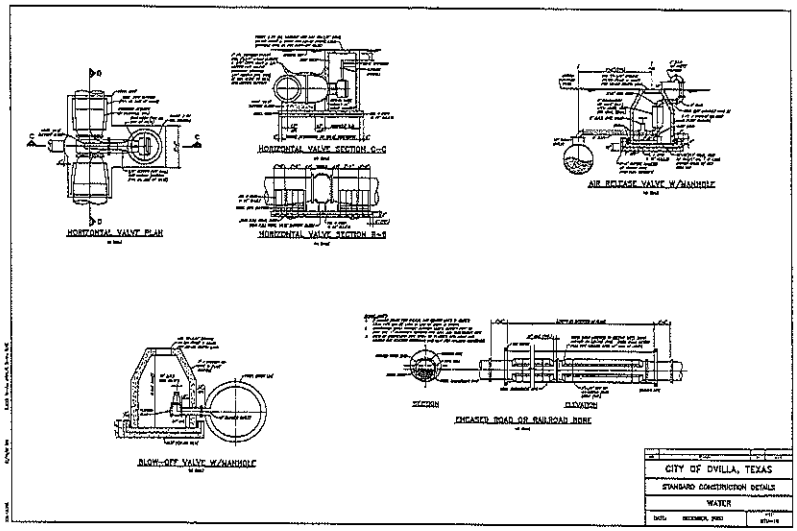

PRECAST CONCRETE MANHOLE
MANHOLE ABANDONMENT
OUTSIDE PAVEMENT AREA
ZONE TRANSITION
3' & 4' DIAMETER MANHOLES ONLY
MANHOLE CONSTRUCTION JOINT
RETAINS WITH WATERSTOP
STANDARD MANHOLE ELEVATION
4', 5' & 6' DIAMETER MANHOLES
MANHOLE F WITH DROP CONNECTION
3' & 4' DIAMETER MANHOLES
(SEE 1" DIA.)
SANITARY SEWER MANHOLE (CAST IN PLACE)
MANHOLE RING AND COVER
WITH LOCKING DEVICE & FRAME SEATS
PLAN
SECTION A-A
PRESSURE TYPE MANHOLE FRAME AND COVER
CITY OF OVILLA, TEXAS
STANDARD CONSTRUCTION DETAILS
SANITARY SEWER / MANHOLES
DATE: DECEMBER, 2002
SD-10

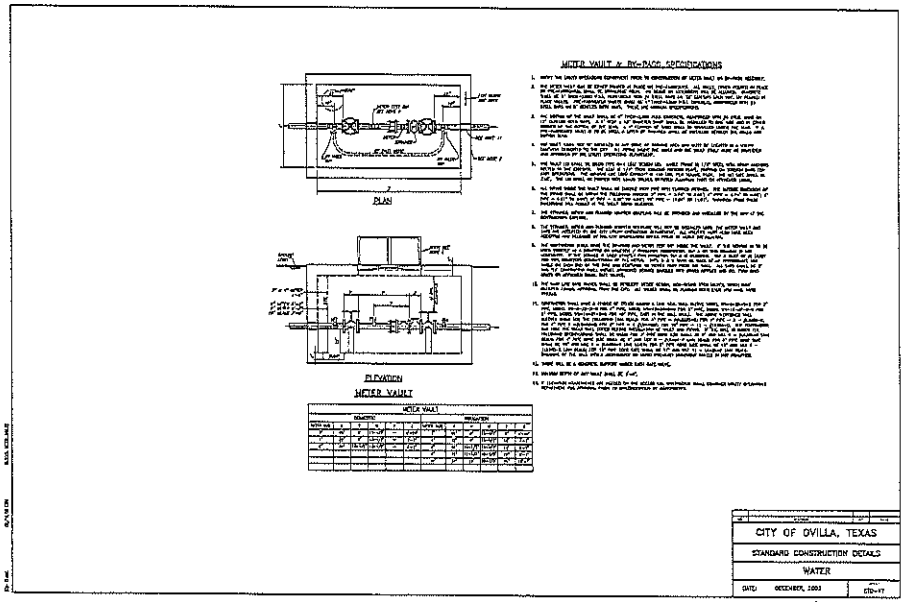

CLASS A EMBEDMENT
CLASS A-1 EMBEDMENT
CLASS B-1 EMBEDMENT
CLASS D EMBEDMENT
CLASS G EMBEDMENT
CLASS H EMBEDMENT
CLASS B-1 EMBEDMENT
WATER MAIN LOWERING
ASPHALT STREET OR DRIVEWAY REPAIR
CONCRETE STREET OR DRIVEWAY REPAIR
CITY OF OVILLA, TEXAS
STANDARD CONSTRUCTION DETAILS
TYPICAL EMBEDMENTS
DATE: DECEMBER, 2002
SD-11


PLAN
SECTION
TYPICAL SEWER
HOUSE SERVICE CONNECTION
SANITARY SEWER CLEANOUT BOXES SHALL BE
CAST & IWTS / 339 OR APPROVED EQUAL
WITH CLEAN OUT
DEEP CUT CLEANOUT
SECTION "A-A"
STANDARD CLEANOUT
TYPICAL STUBOUT CONNECTION
TYPICAL TWO WAY CLEANOUT
VERTICAL CLEANOUT CONNECTION
CITY OF OVILLA, TEXAS
STANDARD CONSTRUCTION DETAILS
SANITARY SEWER
DATE: DECEMBER, 2002
SD-20


TYPICAL SERVICE CONNECTION WITH METER BOX
TYPICAL FIRE HYDRANT INSTALLATION
HALF-SECTION
TYPICAL CREEK CROSSING
TYPICAL FIRE HYDRANT INSTALLATION PLANS
CITY OF OVILLA, TEXAS
STANDARD CONSTRUCTION DETAILS
WATER


SECTION B-B
SECTION A-A
BUTTERFLY VALVE INSTALLATION
VALVE BOX END PLAN
VALVE SETTING & BOX
VALVE BOX WITH EXTENSION
GATE VALVE INSTALLATION
BLOW OFF VALVE
DESIGN LOCK VALVE EXTENSION
AIR AND VACUUM - AIR RELEASE VALVE INSTALLATION
CITY OF OVILLA, TEXAS
STANDARD CONSTRUCTION DETAILS
WATER


HORIZONTAL VALVE PLAN
HORIZONTAL VALVE SECTION C-C
HORIZONTAL VALVE SECTION B-B
AIR RELEASE VALVE W/MANHOLE
BLOW-OFF VALVE W/MANHOLE
SECTION
ELEVATION
ENCASED ROAD OR RAILROAD BORE
CITY OF OVILLA, TEXAS
STANDARD CONSTRUCTION DETAILS
WATER


METER VAULT & BY-PASS SPECIFICATIONS
PLAN
ELEVATION
METER VAULT
CITY OF OVILLA, TEXAS
STANDARD CONSTRUCTION DETAILS
WATER

SHEET 7-D

City of Ovilla

Ovilla City Council

AGENDA ITEM REPORT

Item 3

Meeting Date: July 11, 2016 | **Department: Administration**

☒Discussion ☒Action | **Budgeted Expense: ☐YES ☐NO ☒N/A**

Submitted By: Dennis Burn, CM | **Amount: N/A**

Reviewed By: ☒ City Manager ☒ City Secretary ☐ City Attorney ☐ Accountant ☒ Other: Public Works & Fire Departments, City Engineer

Attachments:

1. Recommendation from the Planning and Zoning Commission
2. Final Plat Application and Plat

Agenda Item / Topic:

ITEM 3. *DISCUSSION/ACTION* – Receive recommendation from the Planning and Zoning Commission to consider and act upon a Final Plat Application, Case PZ2016-08, for the Dolores W. McClatchey Elementary School filed by representatives for the Midlothian Independent School District, located at the NW intersection of Bryson Lane and Shiloh Road (6631 Shiloh Rd.), Ovilla, Texas 75154.

Discussion / Justification:

FINAL PLAT

NAME: MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT
AUTHORIZED AGENT OF RECORD: Todd Hemphill
ENGINEER: MJ Thomas Engineering, LLC
APPLICATION DATE: August 2015
LOCATION: NW of intersection of Bryson Ln. and Shiloh Rd. (6631 Shiloh Rd)
UTILITIES: Atmos Energy (Electric), Sardis Lone Elm (Water), Ovilla (Sewer)
ZONING: CG General Commercial
PROPOSED LAND USE: Elementary School
MAJOR THOROUGHFARE: Shiloh Rd/Bryson Rd
APPLICANT'S PROPOSAL: Elementary School

A zoning change request filed by the MISD, from residential to general commercial on this tract of land occurred in January 2015, with the approval of Ordinance 2015-006. The City approved the Midlothian School District (MISD) initial site plan for the construction of the Dolores W. McClatchey Elementary School in May 2015. The orphaned piece of property was conveyed from Shaw Development LLC to MISD.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move that Council **approve/deny** the Final Plat Application, Case PZ2016-08, for the Dolores W. McClatchey Elementary School filed by representatives for the Midlothian Independent School District, located at the NW intersection of Bryson Lane and Shiloh Road (6631 Shiloh Rd.), Ovilla, Texas 75154.

Planning & Zoning Commission
CERTIFICATE OF APPROVAL

Case PZ16.08 – An application of request was filed by Midlothian Independent School District for consideration of a final plat for Dolores W. McClatchey Elementary School.

ITEM 4. ***DISCUSSION/ACTION* – Case PZ16.08 -** Consideration of and action on a final plat for the Dolores W. McClatchey Elementary School filed by representatives for the Midlothian Independent School District, located at the NW Corner or Bryson Lane and Shiloh Road (6631 Shiloh Road), Ovilla, Texas, and forward recommendation the Ovilla City Council.

****

PLANNING AND ZONING Members present, and upon a record vote of:

PL 1 Jungman	**AYE**	**PL5 Zabojnik**	**AYE**
PL2 Yordy	**AYE**	**PL6 Hart**	**AYE**
PL3 Lynch	**ABSENT**	**PL7 Zimmermann**	**ABSENT**
PL4 Whittaker	**AYE**		

5 FOR

0 AGAINST

0 ABSTAIN

****

Michael K. Yordy
Presiding Officer of P&Z

July 5, 2016
Date

Board Secretary

July 5, 2016
Date

CITY OF OVILLA
APPLICATION FOR FINAL PLAT APPROVAL

_x_ Final Plat

Applicant Midlothian Independent School District Phone 469.446.4677

Mailing Address 100 Walter Stephenson Rd, Midlothian, Tx 76065

Applicant's Interest in Property Owner
(owner, agent, lessee, option to buy, etc.)

Engineer or Land Planner MJ Thomas Engineering, LLC Phone 817.732.9839

Mailing Address 3973 W. Vickery Blvd, Suite 103, Fort Worth, Texas 76107

Location of Property NW of the intersection of Bryson Ln and Shiloh Rd.

_x_ City Limits _____ Extraterritorial Jurisdiction (ETJ)

Subdivision Name Midlothian ISD Elementary No. 7

Area in Subdivision: 13.818 Total Acres 1 Number of Lots ____ Average Lot Size

Fee Due City for Application $ _____ calculated as follows:

Final Plat

$ 400 Application Fee

$ 50 per lot X 1 total number of lots, plus

$ 50 per acre X _____ each acre not designated as a subdivision lot (not to include streets)

- Plus $50 per acre not designated as a subdivision lot (Residential)
- Plus 100% of engineering costs associated with review in excess of amount paid in initial fees.

Inspection Fees (inspection of utilities, infrastructure, etc.) Calculated by multiplying the cost estimate of the subdivision improvements by the applicable percentage.

Subdivision Improvements Cost Estimate	Applicable Percentage
$200,000 or less	3.20
$200,001 to $400,000	3.10
$400,001 to $600,000	3.00
More than $600,000	2.90

CITY OF OVILLA
APPLICATION FOR FINAL PLAT APPROVAL

Minimum Fee:

1. Standard subdivision procedure: $3,750.00
2. Short form procedure: $400.00

Plat amendment:

1. Application fee: $400.00
2. Engineering fee: $50.00 per lot residential
   $50.00 per lot non residential

(Plus, 100% of engineering costs associated with review in excess of amount paid above)

Plat vacation: $275.00

Traffic impact analysis review: $450.00
(Plus, 100% of engineering costs associated with TIA)

Tree plan review: $25.00 per lot

County filing fee – actual cost

Variance request (per item) $150.00

Received on AUGUST, 2015 Official Filing Date JUNE 23, 2016

City of Ovilla
105 S. Cockrell Hill Road
Ovilla, TX 75154
972.617.7262
FAX: 972.515.3221

CITY OF OVILLA
PLAT SUBMITTAL LIST

The initial submittals for any plat review application must contain the following items:

I. SUBMITTAL CHECKLIST

☑ a. Completed Application Form

☑ b. Completed Checklist Form

☑ c. Receipt showing all taxes are paid

☑ d. Application Fee

☑ e. The appropriate number of plats, utility and drainage plans, and engineering plans property prepared by surveyor/engineer/planner.

☐ f. 1 Copy of Protective or Restrictive Covenants (If Applicable)

☐ g. 1 Copy of Homeowners Agreement (If Applicable)

II. NUMBER OF COPIES TO SUBMIT

Final Plats

1. **First Submittal**
   a. 5 Copies of the Preliminary Plat
   b. 1 Copy of Preliminary Utility Plan
   c. 1 Copy of Preliminary Drainage System Plan

2. **Second Submittal (If Necessary)**
   a. 2 Copies of Revised Preliminary Plat based on City Engineer's Comments

3. **Final Submittal**
   a. 15 Copies of the Revised Preliminary Plat based on City Engineer's Comments
   b. 1 Copy of reproducible transparent drawing
   c. 1 Copy of AutoCAD readable diskette of the Final Plat
   d. 1 Copy of Protective or Restrictive Covenants (If Applicable)
   e. 1 Copy of Homeowners Agreement (If Applicable)

OVILLA
FIRE DEPARTMENT
Fire Marshal's Office

August 11, 2015

To whom it may concern,

I have reviewed the Fire Protection Plans FP1.01 and FP1.02 for the New Elementary School #7 and approve of them.

Kevin R. Lindsey

Fire Marshal

Ovilla Fire Department

105 South Cockrell Hill Road, Suite 1 • Ovilla, Texas 75154 • 972-617-7375 • Fax: 972-617-5793
klindsey@cityofovilla.org
www.ovillafire.org

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600 Dallas, Texas 75243 Fax (214) 461-8390 Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.
JOSEPH T. GRAJEWSKI, III, P.E.
DEREK B. CHANEY, P.E.
CRAIG M. KERKHOFF, P.E.

June 23, 2016

Mr. Dennis Burn, P.E.
City Manager
City of Ovilla
105 S. Cockrell Hill Road
Ovilla, Texas 75154

Re: Midlothian ISD Elementary No. 7

Dear Mr. Burn,

We have completed our review of the Final Plat for the proposed Midlothian ISD Elementary School prepared by Davis & McDill Inc. dated July 28, 2015. It is our understanding that the school is near completion with all agreements between the School District and the City being resolved.

Accordingly, the final plat is in general conformance with the City's requirements. We recommend that the final plat for Midlothian ISD Elementary School No. 7 be accepted by the City and filed with the County. We are available at your convenience to discuss any questions that you may have with our recommendation.

Sincerely,

John W. Birkhoff, P.E.

01-339 (Back)
(Rev.4-13/8)

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Midlothian ISD	
Address *(Street & number, P.O. Box or Route number)*	Phone *(Area code and number)*
100 Walter Stephenson Rd	**972-775-8296**
City, State, ZIP code	
Midlothian, TX 76065	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

_____

Purchaser claims this exemption for the following reason:

Midlothian Independent School District is a public school district
Tax ID #75-6002070

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

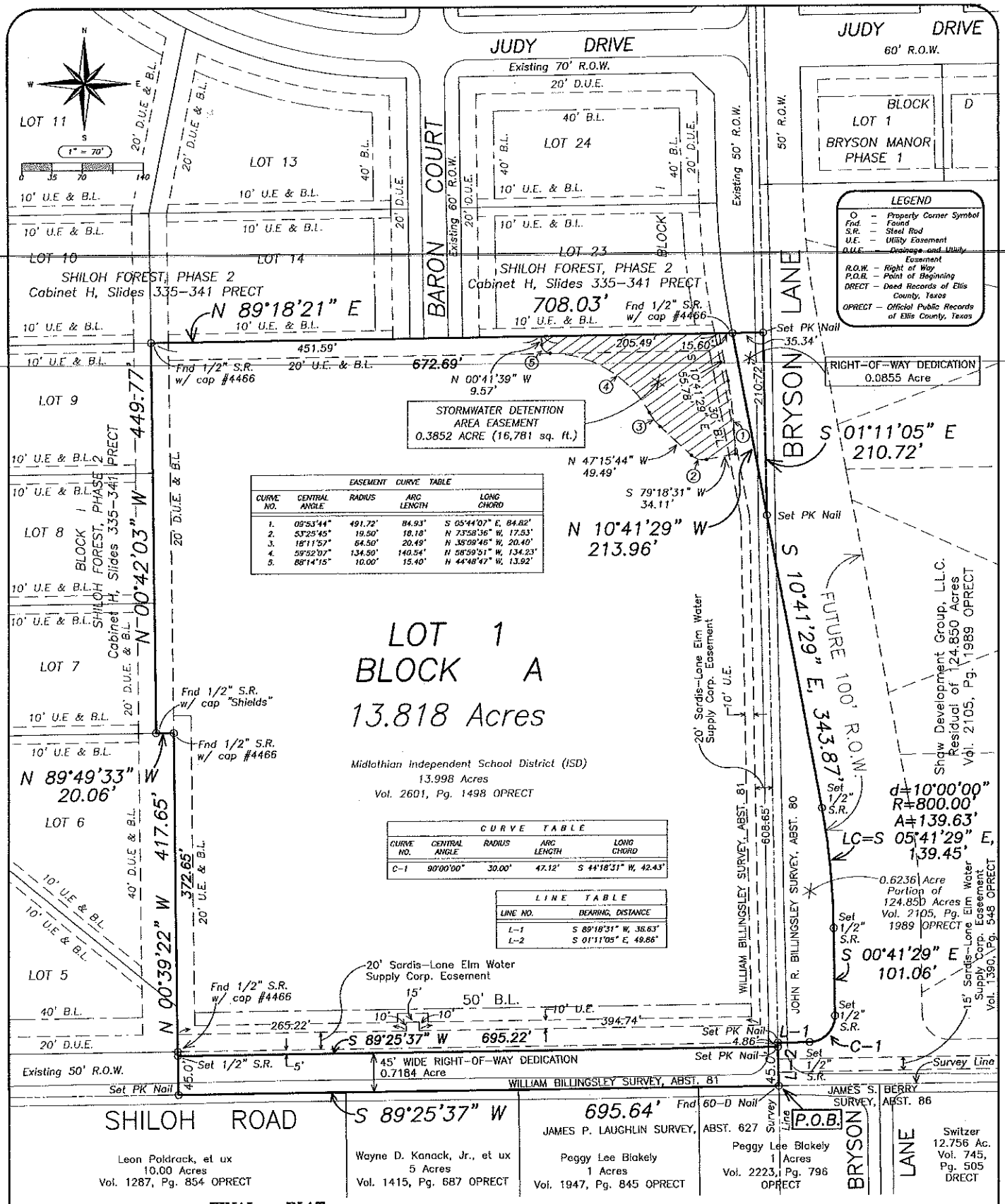
sign here ▶ Purchaser	Title	Date
	Superintendent	5/24/2016

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.



EASEMENT CURVE TABLE

CURVE NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	LONG CHORD
1.	09°53'44"	491.72'	84.93'	S 05°44'07" E, 84.82'
2.	53°25'45"	19.50'	18.18'	N 73°58'36" W, 17.53'
3.	18°11'52"	64.50'	20.49'	N 38°09'46" W, 20.40'
4.	59°52'07"	134.50'	140.54'	N 58°59'51" W, 134.23'
5.	88°14'15"	10.00'	15.40'	N 44°48'47" W, 13.92'

CURVE TABLE

CURVE NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	LONG CHORD
C-1	90°00'00"	30.00'	47.12'	S 44°18'31" W, 42.43'

LINE TABLE

LINE NO.	BEARING, DISTANCE
L-1	S 89°18'31" W, 38.63'
L-2	S 01°11'05" E, 49.86'

FINAL PLAT

LOT 1, BLOCK A
MIDLOTHIAN ISD ELEMENTARY NO. 7

Being a 14.622 Acre Addition in the John R. Billingsley Survey Abst. 80 and the William Billingsley Survey Abst. 81 City of Ovilla, Ellis County, Texas

SHEET 1 OF 2 SHEETS

ENGINEERS D&M SURVEYORS

DAVIS & McDILL, Inc.

P.O. BOX 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185 Fax: 972-937-0307
(A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)

Drawn: STAFF Date: July 28, 2015 Job: 214-0484-FINAL

OWNERS CERTIFICATE

STATE OF TEXAS:
COUNTY OF ELLIS:

That We, Midlothian Independent School District (ISD), being the owners of that certain tract of land hereinafter described as follows:

FIELD NOTES ~ 14.622 Acres

BEING all that certain lot, tract, or parcel of land situated in the JOHN R. BILLINGSLEY SURVEY, Abstract No. 80 and the WILLIAM BILLINGSLEY SURVEY, Abstract No. 81 in the City of Ovilla, Ellis County, Texas, and being all of a called 13.998 acre tract of land as described in Volume 2601, Page 1498 of the Official Public Records of Ellis County, Texas (OPRECT), and a 0.6236 acre portion of a called 124.850 acre tract of land described in Volume 2105, Page 1989 OPRECT, and being more particularly described as follows:

BEGINNING at a 60d Nail found for the southeast corner of said 13.998 acre tract and same for this tract and the occupied southeast corner of said William Billingsley Survey, and the southwest corner of said 124.850 acre tract and the occupied southwest corner of said John R. Billingsley Survey, and being the occupied northeast corner of the JAMES P. LAUGHLIN SURVEY, Abstract No. 627 and the occupied northwest corner of the JAMES S. BERRY SURVEY, Abstract No. 86, and also being at the centerline intersection of BRYSON LANE and SHILOH ROAD, both public roads (with the bearing basis for this description from GPS observation, Texas Co-Ordinate System, North Central Zone, and having a beginning co-ordinate of: Northing = 6874870.527, Easting = 2459177.954, and a Scale Factor of: 0.9999602);

THENCE S 89°25'37" W, 695.64 feet along the south line of said 13.998 acre tract and same for this tract and with said common William Billingsley-Laughlin survey line and with said SHILOH ROAD to a PK nail set for the southwest corner of said 13.998 acre tract and same for this tract and a southeast corner of SHILOH FOREST, PHASE 2, an addition as recorded in Cabinet H, Slides 335 through 341 of the Plat Records of Ellis County, Texas (PRECT);

THENCE with the west line of said 13.998 acre tract and same for this tract and along an east line of said SHILOH FOREST, PHASE 2 as follows:
N 00°39'22" W, at 50.01 feet pass a 1/2" steel rod found with cap #4466 for witness, in all 417.65 feet along Lots 5 and 6 of Block I of said SHILOH FOREST, PHASE 2 to a 1/2" steel rod found with cap #4466 for the northeast corner of Lot 6;

N 89°49'33" W, 20.06 feet along the north line of Lot 6 of Block I to a 1/2" steel rod found with cap "Shields" for corner, said point also being the southeast corner of Lot 7;

N 00°42'03" W, 449.77 feet along Lots 7, 8 and 9 of Block I to a 1/2" steel rod found with cap #4466 for the northwest corner of said 13.998 acre tract and same for this tract and the northeast corner of Lot 9 and the southwest corner of Lot 14;

THENCE N 89°18'21" E along the north line of said 13.998 acre tract and same for this tract and along the south lines of Lots 14 and 23, passing at 672.69 feet a 1/2" steel rod found with cap #4466, in all 708.03 feet to a PK nail set for the northeast corner of said 13.998 acre tract and same for this tract and a southeast corner of said SHILOH FOREST, PHASE 2 in the west line of said 124.850 acre tract and the east line of said William Billingsley Survey and the west line of said John R. Billingsley Survey in said BRYSON LANE;

THENCE S 01°11'05" E, 210.72 feet along the east line of said 13.998 acre tract and same for this tract and the west line of said 124.850 acre tract and along said common William Billingsley-John R. Billingsley survey line and along said BRYSON LANE to a PK nail set in the southwest line of the future 100' wide right of way of BRYSON LANE;

THENCE through said 124.850 acre tract and along the southwest line of said future 100' wide right of way of BRYSON LANE as follows:
S 10°41'29" E, 343.87 feet along the east line of this tract to a 1/2" steel rod set at the beginning of a clockwise curve having a radius of 800.00 feet;

Southeasterly, 139.63 feet along the east line of this tract and along the arc of said curve (Central Angle=10°00'00" and Long Chord=S 05°41'29" E, 139.45 feet) to a 1/2" steel rod set;

S 00°41'29" E, 101.06 feet to a 1/2" steel rod set at the beginning of a clockwise curve having a radius of 30.00 feet;

Southwesterly, 47.12 feet along the arc of said curve (Central Angle=90°00'00" and Long Chord=S 44°18'31" W, 42.43 feet) to a 1/2" steel rod set;

S 89°18'31" W, 36.63 feet along a south line of this tract to PK nail set for an inner ell corner of this tract in the west line of said 124.850 acre tract and same for said John R. Billingsley Survey and the east line of said 13.998 acre tract and same for said William Billingsley Survey and being in BRYSON LANE;

THENCE S 01°11'05" E, 49.86 feet along the east line of said 13.998 acre tract and same for this tract and the west line of said 124.850 acre tract and along said common William Billingsley-John R. Billingsley survey line and along said BRYSON LANE to the POINT OF BEGINNING and containing approximately 14.622 acres of land, of which 0.7184 acre is within SHILOH ROAD right of way dedication and 0.0855 acre is within BRYSON LANE right of way dedication, leaving a net acreage of 13.818 acres.

That We, Midlothian Independent School District (MISD), do hereby adopt this plat designating the hereinabove described property as a Final Plat of LOT 1 in BLOCK A of MIDLOTHIAN ISD ELEMENTARY NO. 7, an addition to the City of Ovilla, Texas, and do hereby dedicate to the City of Ovilla in fee simple forever the streets shown thereon. The easements shown thereon are hereby dedicated and reserved for the purposes as indicated. The utility and drainage easements shall be open to the public and private utilities for each particular use. The maintenance of the paving on the utility and drainage easements is the responsibility of the property owner. No buildings or other improvements or growths, except fences, low-lying vegetation, driveways, and sidewalks less than 6 feet in width shall be constructed or placed upon, over or across the easements shown, except except drainage easements in which no improvements which may obstruct the flow of water may be constructed or placed in such drainage easements, easements being hereby reserved for the mutual use and accomodation of all public utilities using or desiring to use the same. All and any public utility shall have the right to remove and keep removed all or parts of the encroachments allowed above which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procurring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Ovilla, Texas.

_____
Todd Hemphill, Board President
Midlothian Independent School District (ISD)

STATE OF TEXAS:

Before me the undersigned authority, a notary public in and for said state on this day personally appeared Todd Hemphill, known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____
DAY OF _____, 2015.

_____
Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That I, Walter Keven Davis, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Ovilla, Texas.

Walter Keven Davis, RPLS #4466
Davis and McDill, Inc.

8/11/15
Date

STATE OF TEXAS REGISTERED WALTER KEVEN DAVIS 4466 PROFESSIONAL LAND SURVEYOR

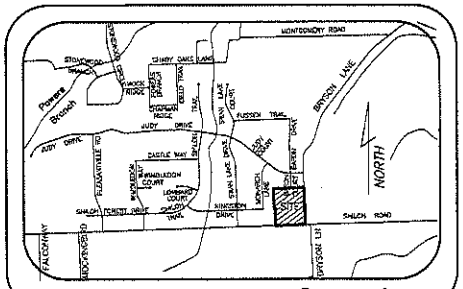
APPROVED BY THE PLANNING AND ZONING COMMISSION OF OVILLA, TEXAS, on the _____ day of _____, 2015.

_____
City Secertary

_____
Chairperson, Planning-and-Zoning Commission

APPROVED BY THE CITY COUNCIL OF OVILLA, TEXAS, on the _____ day of _____, 2015.

_____ _____
Mayor City Secretary



LOCATION MAP SCALE : 1" = 2000'

Owners:
Midlothian Independent School District (ISD)
100 Walter Stephenson Road
Midlothian, Texas 76065
Phone: 469-446-4677
Todd Hemphill, Board President

Floodplain Note:
No 100 Year Floodplain per FEMA FIRM Map # 48139C0050F, Zone: X Unshaded.
June 3, 2013

NOTE:
SET 1/2" STEEL RODS ARE CAPPED WITH PLASTIC YELLOW CAPS MARKED "RPLS 4466".

FINAL PLAT

LOT 1, BLOCK A MIDLOTHIAN ISD ELEMENTARY NO. 7

Being a 14.622 Acre Addition in the John R. Billingsley Survey Abst. 80 and the William Billingsley Survey Abst. 81
City of Ovilla, Ellis County, Texas

ENGINEERS D&M SURVEYORS
DAVIS & McDILL, Inc.
P.O. BOX 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185 Fax: 972-937-0307
(A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)

SHEET 2 OF 2 SHEETS

Drawn: STAFF Date: July 28, 2015 Job: 214-0484-FINAL

City of Ovilla

Ovilla City Council

AGENDA ITEM REPORT

Item: 4

Meeting Date: July 11, 2016 **Department: Administration/Code**

☒Discussion ☒Action **Budgeted Expense:** ☐ YES ☐NO ☒ N/A

Submitted By: Dennis Burn, CM **Amount:** $N/A

Reviewed By: ☒City Manager ☐ City Secretary ☐ City Attorney ☐ Accountant ☒ Other: M. Dooly

Attachments:

1. Permit application,
2. Letter of request and email
3. Sign description, size and placement

Agenda Item / Topic:

ITEM 4. *DISCUSSION/ACTION* – Consideration of and Action on a request filed by Dr. Margaret Shaw for a Meritorious Exception to place a permanent monument sign at her office building located at 105 Ovilla Creek Court, authorizing the City Manager to execute said permit.

Discussion / Justification:

Applicant, Margaret Shaw DDS, applied to place a monument sign on the southwest corner of the office lot of 105 Ovilla Creek Court, Ovilla Creek Estates.
Section 3.06 of the Ovilla Code of Ordinances requires the placement of monument signs with setback from the property line to be 10'. Applicant is asking Council to consider a 2' setback.

Sign description: 8' X 8' X 2' monument sign
Materials: Brick and stone
Duration: This sign is for permanent placement.
Current Zoning: CG – General Commercial

Excerpts from Ovilla Code: Section 3.06.004

Sign Type	Permitted District	Permit Required?	Maximum Area (sq. ft.)	Height of Sign	Number of Signs	Setback	Spacing of Signs
Monument	All non-residential uses and zoning districts	Yes	100 sq. ft. in residential districts & RC;	8 feet	One sign for each premises, or for each street frontage	10' (any portion of the sign)	No restrictions
			200 sq. ft. in all other non-residential districts	12 feet			

Sec. 3.06.012 Granting of exceptions
(a) Generally. It is not the intention of these criteria to discourage innovation. It is entirely conceivable that signage proposals could be made that, while clearly nonconforming to this article and

thus not allowable under these criteria, have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment.
(b) Request for exception. Upon request of an interested party, the city council, upon recommendation by the administrative official, shall hear and shall seriously and fairly consider a request for a meritorious exception under this section.

Ellis County Appraisal District (ECAD) lists the owner of this property as Mr. Harrison. He has sold the property to Dr. Shaw and has provided staff with an email authorizing Dr. Shaw's request until the transfer of paperwork on this sale of the office building is complete and filed with ECAD.

Recommendation / Staff Comments:

Sample Motion(s):

I move that Council **approve/deny** a Meritorious Exception request filed by Margaret Shaw for the placement of a permanent monument sign at her office building located at 105 Ovilla Creek Court as presented, authorizing the City Manager to execute said permit.

City of Ovilla

Phone: (972) 617-7262
Fax: (972) 515-3221

105 S. Cockrell Hill Rd.
Ovilla, Texas 75154

Residential Building Permit Application

Building Permit Number: _____ **Valuation:** _____

Valuation w/land: _____

Project Address: 105 Ovilla Creek Court

Lot: 2 D **Subdivision:** Ovilla Creek Estates

Project Description:
- NEW SFR ☐
- SFR REMODEL/ADDITION ☐
- SPECIFY OTHER: Sign
- PLUMBING/ELECTRICAL ☐
- FLATWORK ☐
- SPRINKLER ☐
- SWIMMING POOL ☐
- ACCESSORY BUILDING ☐
- FENCE ☐

Proposed Use: _____

Description of Work: _____

Area Square Feet:
Living: N/A Garage: N/A Covered Porch: N/A Total: N/A **Number of stories:** _____

Name: Dr. Margaret Shaw **Contact Person:** Stephen James

Address: 105 Ovilla Creek Court Suite 100 Ovilla, TX 75154

Phone Number: 214-213-2202 **Home Number** _____ **Mobile Number:** _____

	Contact Person	Phone Number	Contractor License Number
General Contractor			
Mechanical Contractor			
Electrical Contractor			
Plumber/Irrigator			

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Applicant: M Shaw **Date:** 6-13-16

OFFICE USE ONLY:

Approved by:		**Date approved:**	
City Manager:		**Date approved:**	

Plan Review Fee: _____
Building Permit Fee: _____
Park Impact Fee: _____
Capital Recovery Fee: _____
Fire Meter: _____
Water Meter Cost: _____
Water Impact: _____
Sewer Connection Fee: _____
Sewer Impact: _____
Fire Fee: _____

Receipt # _____
Receipt # _____

Total Fees: _____
Issued Date: _____
Expires: 180 Days
Issued By: _____

BV Project # _____

Margaret Shaw DDS
105 Ovilla Creek Estates Suite 100
Ovilla, TX 75154

June 16, 2016

RE: Meritorious exception for sign permit

Dear Council Members,

I have recently purchased the office building located at the above address and I am excited about relocating my dental office from my existing location at the corner of Hampton and Ovilla Road to this new location.

I am requesting a meritorious exception for the placement of a monument sign to be located at 105 Ovilla Creek Court. I desire to place the sign at the southwest corner of the property and 12' from the back of the curb. This means that the sign would be placed 2' back of the property line.

The City's present requirement for permanent signs states that they must be placed 10' behind the property line, making it a full 20' from the back of the curb. Following this guideline would make it much more difficult to see my very nice brick and stone sign. And of course that will make it difficult to direct traffic to my new dental office as well as the other businesses that will be leasing space in that building.

Allowing the sign to be built 12' from the back of the curb instead of 20' will impose no site restrictions for traffic, nor will it interfere with any pedestrian walkways. The sign will still be a full 12' from the back of the curb. The minor change I am requesting will simply allow the sign to be seen more easily by traffic on Ovilla Creek Court and Ovilla Road. This will be critical in light of the road construction that will soon widen FM 664 and create a more dynamic thoroughfare.

As a business owner who has operated for 21 years at the same location on Ovilla Rd., I know the importance of ensuring that businesses are visible and accessible to the public. I am excited to see the changes that are happening in "our neck of the woods." I think it will be important to be proactive to ensure that businesses thrive and serve the community as the City of Ovilla continues to grow. The signage exception I am requesting will be a small but helpful step in that effort.

Thank you for your consideration of this matter.

Sincerely,

M Shaw, DDS

Margaret Shaw DDS

Pam Woodall

From: Harrison Homes Accounting <accounting@harrisonhomes.com>
Sent: Wednesday, July 06, 2016 2:38 PM
To: Pam Woodall
Cc: 'Ed Harrison';
Subject: Authorization

Expires: Monday, January 02, 2017 12:00 AM

Good afternoon Ms. Woodall,

Per a brief conversation I had with Mr. Edward Harrison, he asked me to e-mail you as follows:

- I, Edward C. Harrison, am selling the property located at 105 Ovilla Creek Court in Ovilla, Texas, to Dr. Margaret Shaw. I give her full authority to make any and all changes to said property.

Respectfully,

p.p. Lyz Ybarra
Edward C. Harrison, President
E. C. Harrison Properties, Inc.

Harrison Homes
Custom Builders

105 Ovilla Creek Court, Suite 100
Ovilla, TX 75154

☎ (972) 617-3900
(972) 515-8030

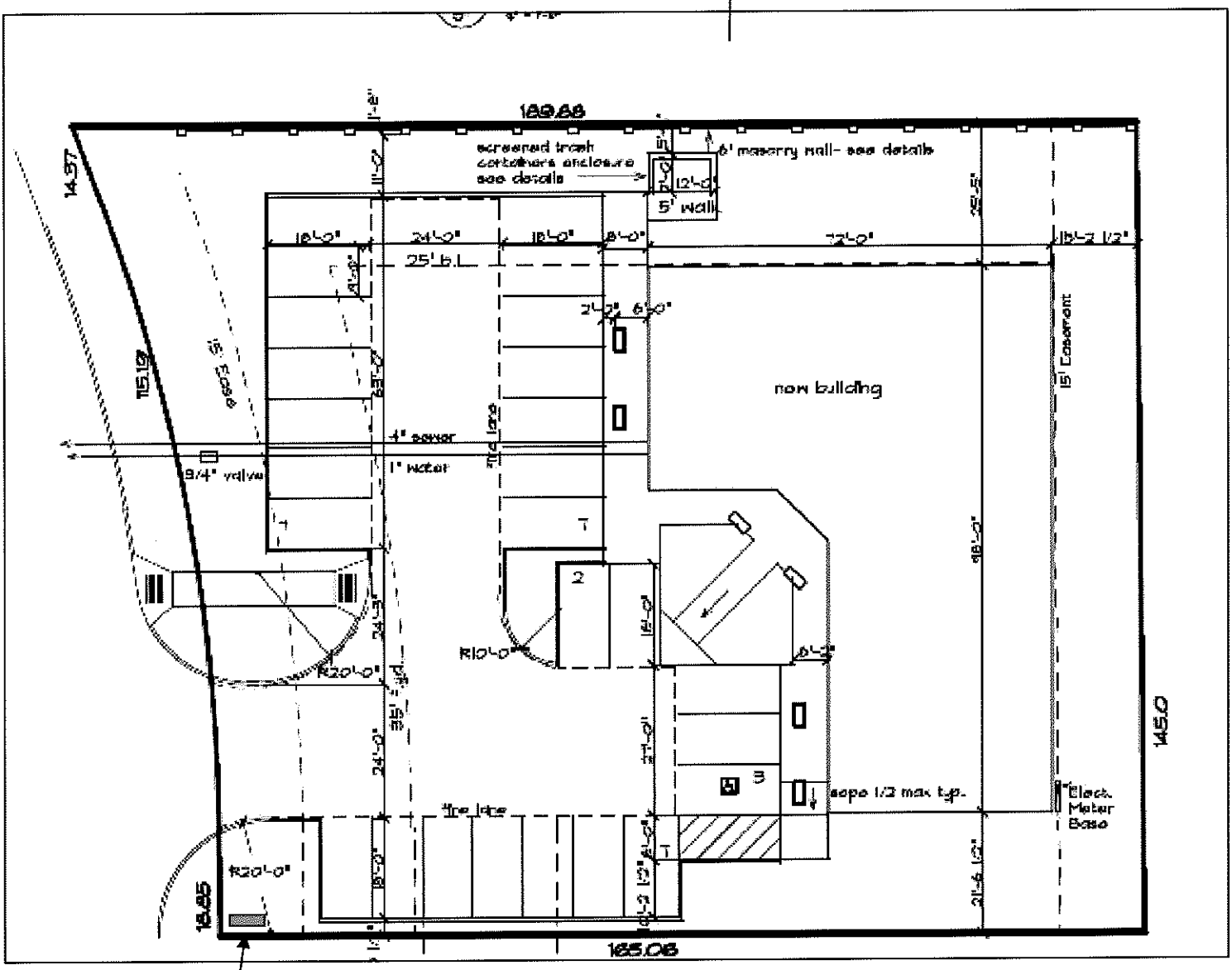
Visit us at www.HarrisonHomes.com

please don't print this e-mail unless you really need to

105 Ovilla Creek Court

Site plan showing building, parking lot and lot dimensions

North

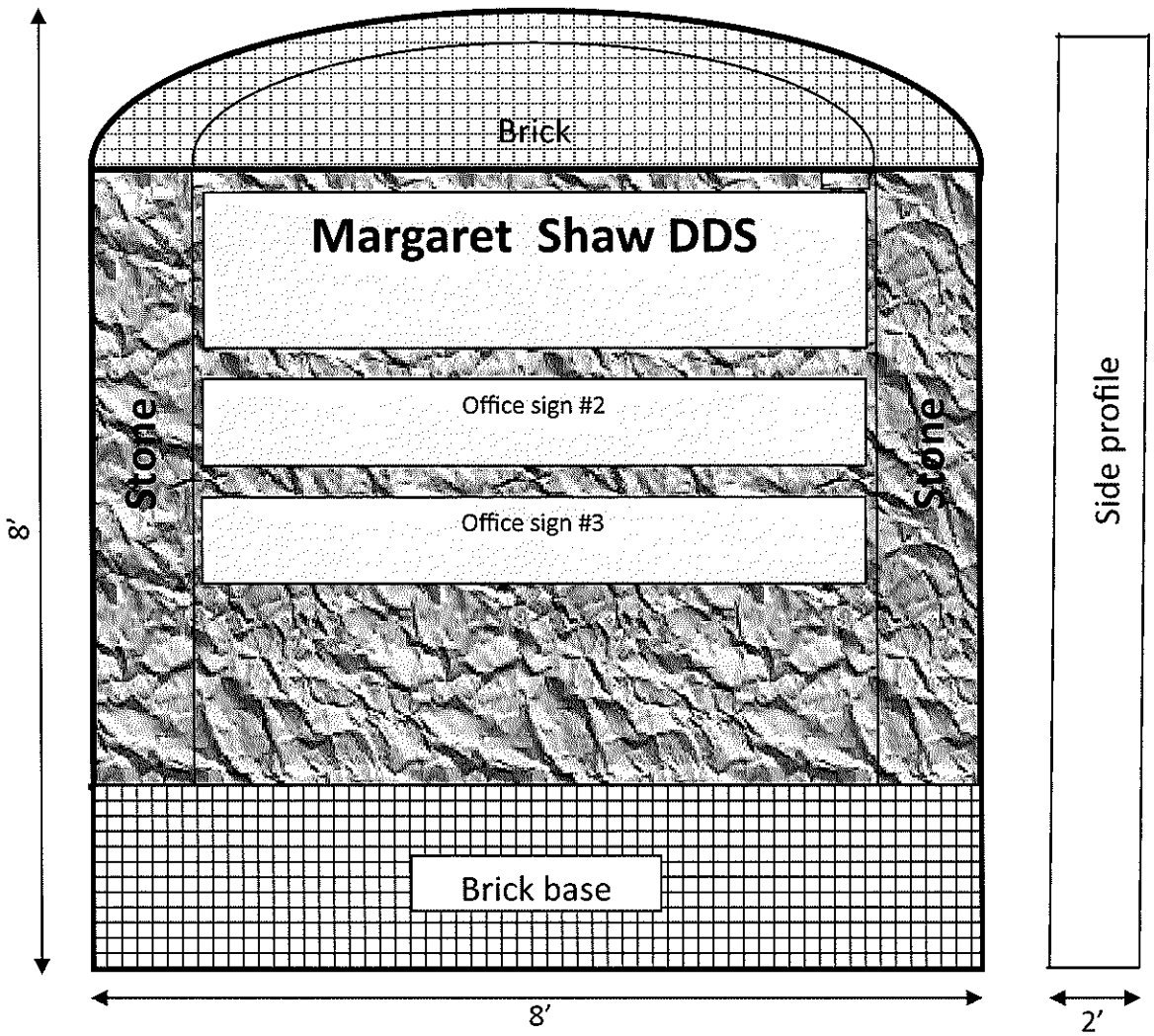


Sign location

105 Ovilla Creek Court

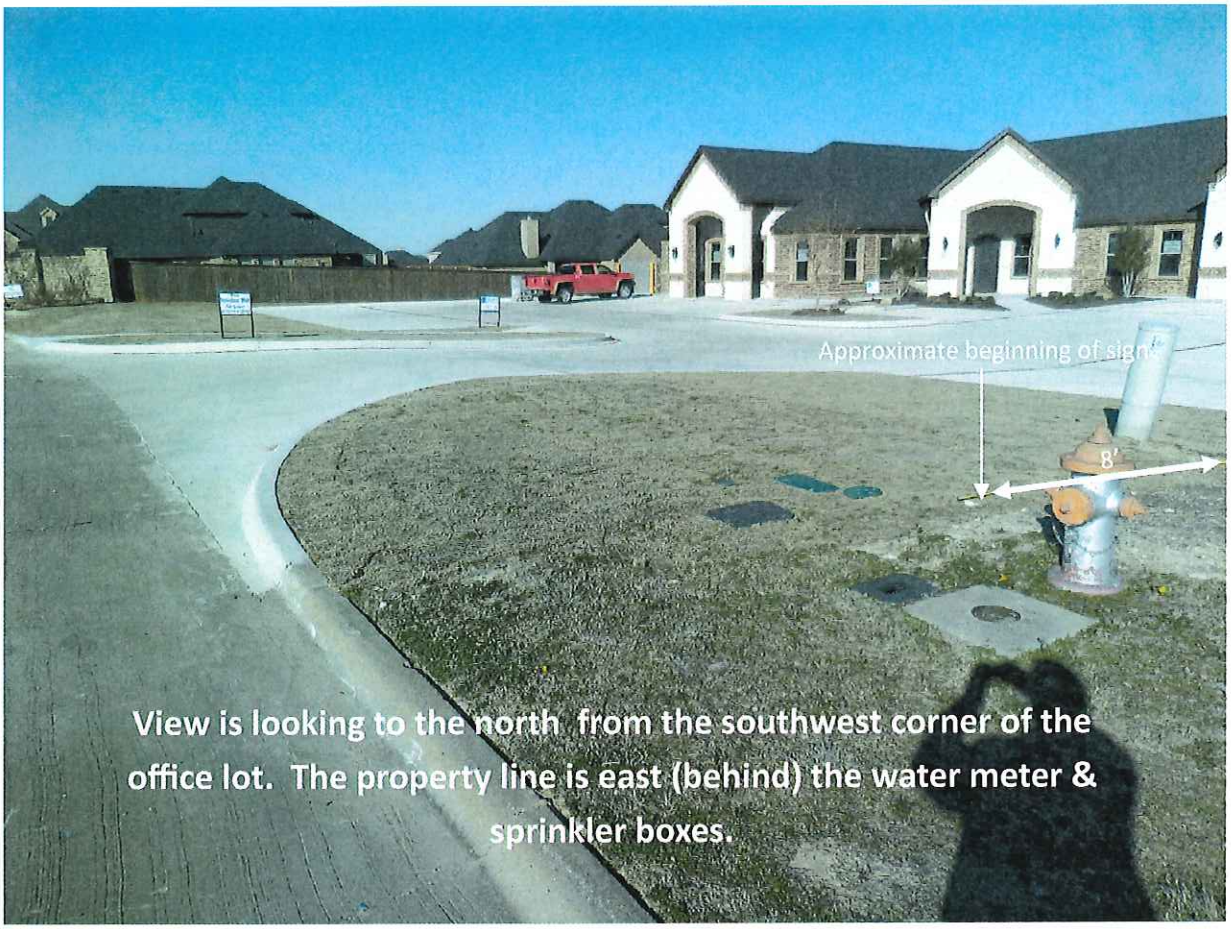
Monument sign

8' deep X 8' tall X 2' wide



105 Ovilla Creek Court

Margaret Shaw DDS new offices

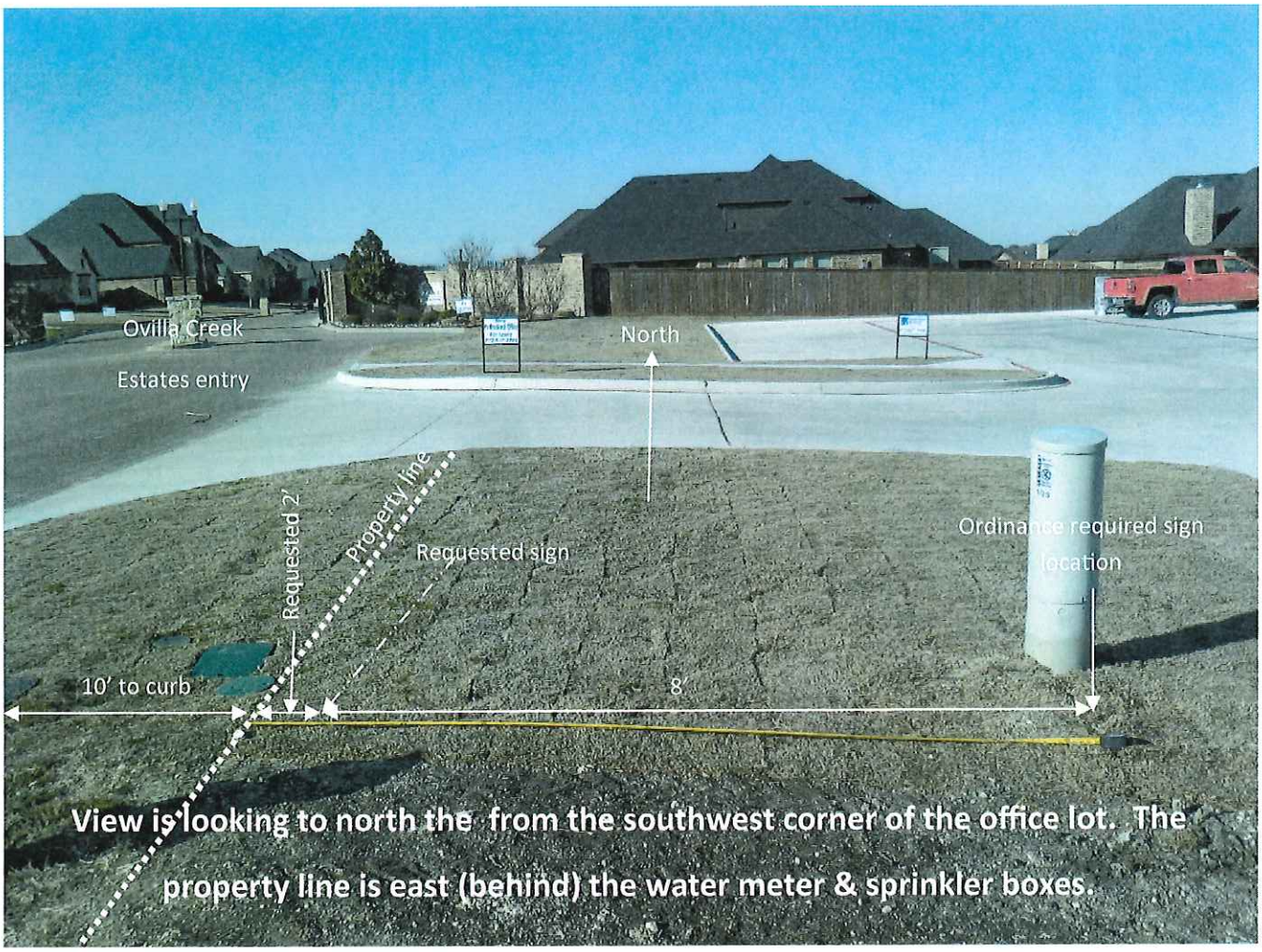


View is looking to the north from the southwest corner of the office lot. The property line is east (behind) the water meter & sprinkler boxes.

View is looking to the north from the southwest corner of the office lot. The property line is east (behind) the water meter & sprinkler boxes.

View is looking to the south from the southwest corner of the office lot. The property line is east (behind) the water meter & sprinkler boxes.

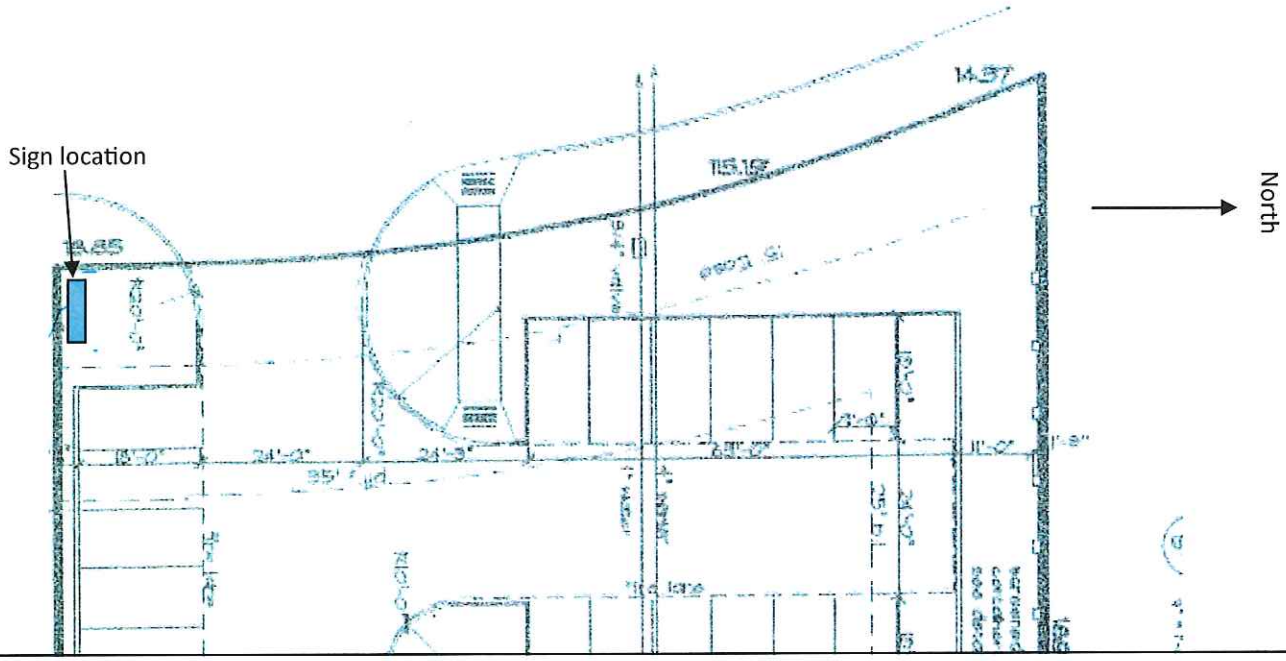

Property line
Southwest
Proposed location of
west side of sign
View is looking to the south from the southwest corner of the office lot.
The property line is east (behind) the water meter & sprinkler boxes .


Ovilla Creek
Estates entry
North
Property line
Requested 2'
Requested sign
Ordinance required sign
location
10' to curb
8'
View is looking to north the from the southwest corner of the office lot. The
property line is east (behind) the water meter & sprinkler boxes.

105 Ovilla Creek Court

Proposed monument sign location

8' deep, 2' wide, 8' tall



City of Ovilla

Ovilla City Council

AGENDA ITEM REPORT

Item 5

Meeting Date: July 11, 2016 | **Department: Administration**

☒**Discussion** ☒**Action** | **Budgeted Expense:** ☐**YES** ☐**NO** ☒**N/A**

Submitted By: Dennis Burn, CM | **Amount: N/A**

Reviewed By: ☒ **City Manager** ☒ **City Secretary** ☒ **City Attorney**

☐ **Accountant** ☐ **Other**

Attachments:

1. Resolution R2016-09
2. Bryson Manor Bylaws
3. Bryson Manor Declaration of Covenants

Agenda Item / Topic:

ITEM 5. *DISCUSSION/ACTION* – Consideration of and action on Resolution R2016-09 of the City Council of the City of Ovilla, Texas, approving the Declaration of Covenants, Conditions and Restrictions of Bryson Manor and the Bylaws of the Bryson Manor Homeowners Association.

Discussion / Justification:

This agenda item includes the Declaration of Covenants, Conditions, and Restrictions and the Bylaws of the Bryson Manor Homeowners Association. This agenda item also includes a resolution for these documents.

Our Code of Ordinances require that these documents be submitted to and approved by the City Attorney and the City Council. Our City Attorney has approved these documents.

Recommendation / Staff Comments:

Staff recommends approval of Resolution R2016-09.

Sample Motion(s):

I move that Council **approve/deny** Resolution R2016-09 of the City Council of the City of Ovilla, Texas, approving the Declaration of Covenants, Conditions and Restrictions of Bryson Manor and the Bylaws of the Bryson Manor Homeowners Association.

RESOLUTION NO. R2016-09
Bryson Manor Homeowners Association

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OVILLA, TEXAS, APPROVING THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BRYSON MANOR AND THE BYLAWS OF THE BRYSON MANOR HOMEOWNERS ASSOCIATION.

WHEREAS, the Bryson Manor is a residential development within the City of Ovilla, Texas; and

WHEREAS, the developer of Bryson Manor has, in accordance with Chapter 10, Division 14 of the Ovilla Code of Ordinances and Texas law, created a mandatory homeowners' association named and referred to as the Bryson Manor Homeowners Association; and

WHEREAS, Chapter 10, Division 14, Section 10.02.422 of the Ovilla Code of Ordinances requires that all agreements, covenants and restrictions establishing a mandatory homeowners' association must be approved by the City Attorney and the City Council of the City of Ovilla; and

WHEREAS, the City Attorney has reviewed and approved the Declaration of Covenants, Conditions and Restrictions of Bryson Manor and the Bylaws of the Bryson Manor Homeowners Association; and

WHEREAS, the City Council has reviewed and hereby approves the Declaration of Covenants, Conditions and Restrictions of the Bryson Manor and the Bylaws of the Bryson Manor Homeowners Association.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS:

SECTION ONE. The City Council of the City of Ovilla, Texas, approves the Declaration of Covenants, Conditions and Restrictions of Bryson Manor and the Bylaws of the Bryson Manor Homeowners Association.

RESOLVED, PASSED and **APPROVED,** this 11 day of July 2016.

CITY OF OVILLA, TEXAS

_____
Richard Dormier, Mayor

ATTEST:

_____
Pamela Woodall, City Secretary

BYLAWS

OF

BRYSON MANOR HOMEOWNERS ASSOCIATION

[Adopted on July 13, 2015]

THESE BYLAWS are hereby adopted as of the date set forth above by the **BRYSON MANOR HOMEOWNERS ASSOCIATION**, a Texas non-profit corporation (the "Association"), duly formed and existing in accordance with the Chapter 22 of the Texas Business Organizations Code and Chapter 209 of the Texas Property Code, as follows:

ARTICLE I

INTRODUCTION

1.1. Purpose of Bylaws. The undersigned members of the Board of Directors have adopted theses Bylaws to provide for the administration and governance of the Association, which Association governs Bryson Manor, an Addition to the City of Ovilla, Ellis County Texas, as established and described in the Declaration of Covenants, Conditions and Restrictions for Bryson Manor Addition, as recorded on June 29, 2015, under Document No. 1514759 at Cabinet I 514, Slide No. 517 of the Official Public Records, Ellis County, Texas, as it may be amended from time to time (the "Declaration"), consisting of Fifty-Nine (59) lots in a residential planned Subdivision located at the intersection of Bryson Lane and Shiloh Road in the City of Ovilla, Ellis County, and being situated upon the real property described in Exhibit "A" to the Declaration as (hereafter the "Land").

1.2. Defined Terms. The defined terms in the Declaration apply to these Bylaws. In addition, the definitions in these Bylaws, or where terms are referenced by quotes, within a parenthesis, or otherwise stated to reasonably indicate an intention to serve as a defined term, whether or not the terms contain initial-capitalized words, all constitute the definitions of those same terms. Unless defined otherwise in the Declaration or in these Bylaws, words and phrases defined in Texas Property Code §209.002 shall have the same meaning when used in these Bylaws.

1.3. Other Definitions.

(a) "Architectural Control Committee" or "ACC" shall mean a committee appointed by the Board of Directors to approve or disapprove improvements to be constructed on a Lot pursuant to this Declaration and duly adopted Design Guidelines.

(b) "Association" refers to Bryson Manor Homeowners Association, a Texas Nonprofit Corporation, and its successors and assigns, which is designated as the representative of Owners in the Subdivision, whose membership consists of Owners, and manages and regulates the Subdivision for the benefit of the Owners.

(c) "Board of Directors" or "Board" shall mean the governing body of the Association.

(d) "Bylaws" shall mean these duly adopted Bylaws of the Association, as the same may be amended from time to time.

(e) "Certificate" shall mean the Certificate of Formation filed with the Texas Secretary of State on July 12, 2015, as the same may be amended from time to time.

(f) "Class A Member(s)" shall mean the Lot Owners.

(g) "Class B Member(s)" shall mean the Declarant, its successors, and assigns.

(h) "Declarant" shall mean Shaw Development Group, LLC, a Texas limited liability company, its successors and assigns. When the context so requires, the term Declarant shall include its officers, managers, members, employees, agents, and representatives.

(i) "Declarant Control Period" shall have the meaning set forth in the Declaration.

(j) "Declaration" shall have the meaning set forth in Section 1.1 above.

(k) "Design Guidelines" shall have the meaning set forth in the Declaration.

(l) "Director" or "Directors" shall mean a member of the Board of Directors of the Association.

(m) "IRC" shall mean the Internal Revenue Code, as codified at Title 26 United States Code, as the same may be amended from time to time.

(n) "Lot" shall mean any designated parcel of land in the Subdivision, including any improvements.

(o) "Lot Owner" or "Owner" means a person who holds record title to a Lot in the Subdivision and includes the personal representative of a person who holds record title to a Lot in the Subdivision, but does not include (a) a person having an interest in a Lot solely as security for an obligation or (b) A person who acquires record title to a Lot in the Subdivision in violation of the provisions or conditions of the

Declaration.

(p) "Managing Agent" means an entity or person retained or engaged by the Association for the management and/or operation of the business and day-to-day activities of the Association. The Managing Agent's name and address shall be set forth in the Management Certificate.

(q) "Majority" means more than fifty percent (50%).

(r) "Member" means a Lot Owner as a member of the Association.

(s) "Ordinary Care" means the care that an ordinarily prudent person in a similar position would exercise under similar circumstances.

(t) "Organizational Consent" shall mean the Unanimous Consent of Initial Directors in Lieu of Organizational Meeting, dated July 13, 2015.

(u) "Phase 1" or "Phase 2" or "Phase 3" means the respective Phase of the Subdivision.

(v) "Phases" shall mean, collectively, Phase 1, Phase 2, and Phase 3 of the Subdivision.

(w) "Property Code" means the Texas Property Code, as it now exists or as it may hereafter be amended from time to time.

(x) "Subdivision" means Bryson Manor, an Addition to the City of Ovilla, Ellis County, Texas. Unless otherwise specifically indicated, the term Subdivision shall include Phase 1, Phase 2, and Phase 3 of Bryson Manor.

(y) "TBOC" means the Texas Business Organizations Code, as it now exists or as it may hereafter be amended from time to time.

(z) "Texas Residential Property Owners Protection Act" or the "Act" shall refer to Chapter 209 of the Property Code, as same may be amended or repealed in whole or in part.

(aa) Any capitalized term that is not defined herein, but that is defined in the Declaration, shall have the meaning set forth in the Declaration.

1.4. Nonprofit Purpose: Tax Exempt Elections. The Association is a nonprofit corporation in which no part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members, trustees, officers or other private persons, except that the Association shall be authorized and empowered to pay reasonable

compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause of its Certificate and as set forth above. The Association shall take such actions as are necessary to (a) apply for exemption from state taxes, including state franchise taxes pursuant to Section 171.082 of the Texas Tax Code, and (b) elect tax exempt status under Section 528 of the Internal Revenue Code or such other applicable provisions of the IRC.

1.5. Association Powers and Duties. The Association, acting through the Board, has the powers and duties necessary for the administration of the affairs of the Owners relating to the common area and for the operation and maintenance of the Subdivision as may be required or permitted by the dedicatory instruments and applicable law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its members, subject only to limitations expressly set forth in the dedicatory instruments and applicable law.

1.6. Compensation. A Director, Officer, or Member shall not be entitled to receive any pecuniary profit for the operation of the Association, and no dividend or assets of the Association shall be distributed to, or inure to the benefit of a Director, Officer, or Member; provided, however, that:

(a) The Board may authorize and reasonable compensation may be paid to a Director, Officer, or Member, for actual services rendered to the Association;

(b) A Director, Officer, or Member may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been approved by the Board.

ARTICLE II

BOARD OF DIRECTORS

2.1. Management of the Association. Management of the Association's affairs is vested in the Board of Directors. The Certificate states the names of the appointed members of the initial Board of Directors. Except as otherwise required by law or specifically provided herein, the Directors will continue to be appointed by the Declarant during the period of Declarant Control Period.

2.2. Board Membership.

(a) Initial Directors; Number and Staggered Terms. The initial Board of Directors shall consist of the three (3) persons as named in the Certificate, which initial Directors shall serve for the term set forth in the Organizational Consent. Thereafter,

the members of the Board shall be appointed or elected, as applicable, by the Declarant or the Lot Owners. During the Declarant Control Period, the Declarant shall be entitled to appoint and remove, in its sole and absolute discretion, the members of the Board of Directors and the officers of the Association. Upon election, each Director will serve a term of two (2) years. Two (2) Directors will be elected in odd-numbered years. One Director will be elected in even-numbered years. A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The number of Directors may be changed by amendment of these Bylaws, but will not be less than three (3). A decrease in the number of Directors may not shorten the term of an incumbent Director.

(b) Qualification as Member. Except during the Declarant Control Period, No person is eligible for election or appointment to the Board unless such person is a Member of the Association.

(c) Interested Directors. A contract or transaction between the Association and one or more Directors, Officers, or Members which have a financial interest that would otherwise be a valid and enforceable contract or transaction is valid and enforceable, and is not void or voidable, notwithstanding any relationship or interest, if:

(1) the material facts as to the relationship or interest, and as to the contract or transaction, are disclosed to, or known by, the Association's Board of Directors, a committee of the Board of Directors, or the Members; and

(2) the Board, the committee, or the Members in good faith and with ordinary care authorize the contract or transaction by the affirmative vote of the majority of the disinterested Directors, committee members or Members, regardless of whether the disinterested Directors, committee members or Members constitute a quorum of the Members entitled to vote on the authorization of the contract or transaction; and

(3) the contract or transaction is specifically approved in good faith and with ordinary care by a vote of the Members, or the contract or transaction is fair to the Association when the contract or transaction is authorized, approved, or ratified by the Board of Directors, a committee of the Board of Directors, or the Members.

Common or interested Directors or Members of the Association may be included in determining the presence of a quorum at a meeting of the Board, a committee of the Board, or Members that authorize the contract or transaction. The person who has the relationship or interest may be present at or participate in and, if the person is a Director, Member, or committee member, may vote at a meeting of the Board of Directors, of the Members, or of a committee of the Board that authorizes the contract

or transaction; or sign, in the person's capacity as a Director, Member, or committee member, a written consent of the Directors, Members, or committee members to authorize the contract or transaction.

(d) Entity Member. If a Lot is owned by a legal entity, such as a partnership, limited liability company, or corporation, any officer, partner, or employee of that entity member is eligible to serve as a Director and is deemed to be a member for the purposes of this Section. If the relationship between the entity member and the Director representing it terminates, that Directorship will be deemed vacant and an election shall be held to fill the vacancy in question.

(e) Co-Owner as Member. Co-Owners of a single Lot may not serve on the Board at the same time. Co-Owners of more than one Lot may serve on the Board at the same time, provided the number of co-Owners serving at one time does not exceed the number of lots they co-own.

(f) Board Membership Open.

(1) *Restriction to Right is Void.* Except as provided by this Section, a provision in a dedicatory instrument that restricts an Owner's right to run for a position on the Board of the Association is void.

(2) *Ineligible Member.* If a Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member has been convicted of a felony or crime involving moral turpitude, the Board member is immediately ineligible to serve on the Board of the Association, automatically considered removed from the Board, and prohibited from future service on the Board.

(3) *Declarant Control Limitations.* The Declaration provides for a period of Declarant control of the Association during which a Declarant, or persons designated by the Declarant, may appoint and remove Board members and the officers of the Association, other than Board members or officers elected by Members of the Association. Regardless of the Declarant Control Period provided by the Declaration, on or before the one hundred twentieth (120th) day after the date that seventy-five percent (75%) of the Lots in all Phases have been created and made subject to the Declaration are conveyed to Owners other than a Declarant, at least one-third (1/3) of the Board members must be elected by Owners other than the Declarant. If the Declaration does not include the number of Lots that may be created and made subject to the Declaration, at least one-third (1/3) of the Board members must be elected by Owners

other than the Declarant not later than the tenth (10th) anniversary of the date the Declaration was recorded.

2.3. **Election.** Directors will be elected by the Members. The election of Directors will be conducted at the annual meeting of the Association, at a special meeting called for that purpose, or by mail, facsimile transmission, electronic mail, or a combination of mail and facsimile transmission. Cumulative voting is prohibited.

2.4. **Resignation & Vacancy.** A Director may resign at any time by providing written notice to the Association. Vacancies on the Board caused by any reason, except the removal of a Director by a vote of the Association, will be filled by a vote of the majority of the remaining Directors, even though less than a quorum. Each Director so elected will serve out the remaining term of his predecessor, unless the members conduct an early election for a replacement Board member. A vacancy in the Board occurring because of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

2.5. **Removal.** At any Annual or special meeting of the Association, any one or more of the Directors may be removed with or without cause by Members representing a majority of the votes present in person or by proxy at such meeting, and a successor shall then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members will be given an opportunity to be heard at the meeting. However, if the Board is presented with written, documentary evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member has been convicted of a felony or other crime of moral turpitude, the Member is immediately ineligible to serve on the Board, and is automatically considered removed from the Board, and is prohibited from future service on the Board.

2.6. **Election of Successors to Declarant's Board.**

(a) Method for Filling Board Positions. Notwithstanding any provision in a dedicatory instrument, any Board member whose term has expired must be elected by Owners who are members of the Association. A Board member may be appointed by the Board to fill a vacancy on the Board. A Board member appointed to fill a vacant position shall serve for the remainder of the unexpired term of the position. The Board may amend the Bylaws to provide for elections to be held as required by this Section. The appointment of a Board member in violation of this Section is void.

(b) Exceptions When Section Not Applicable. This Section does not apply: (1) to the appointment of a Board member during the period of Declarant control; or (2) to a representative Board whose members or delegates are elected or appointed by members of the Association who are elected by Owner members of the Association.

2.7. Voting.

(a) By Majority. The act of a majority of the Directors present in person or by proxy at a meeting at which a quorum has been established, is the act of the Board.

(b) Manner of Voting. A Director may vote in person or by proxy executed in writing by the Director.

(c) Duration of Proxy. A proxy expires three (3) months after the date the proxy is executed, and is revocable unless otherwise provided by the proxy or made irrevocable by law.

2.8. Meetings; Notice and Waiver.

(a) Regular Meetings. Regular meetings of the Board may be held with or without notice.

(b) Special Meetings. Special meetings of the Board require notice to each Director.

(c) Attendance as Waiver of Notice. Attendance by a Director at a meeting constitutes a waiver of notice, unless the Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(d) Notice Need Not State Purpose. The business to be transacted at, or the purpose of, a regular or special meeting of the Board is not required to be specified in the notice or waiver of notice of the meeting.

(e) Effective Date of Notice. Notice given by: (1) personal delivery is considered to be given when received; (2) mail is considered to be given on the date notice is deposited in the U.S. mail with postage paid in an envelope addressed to the person at the person's address as it appears on the Ownership or membership records of the Association; or (3) transmittal by facsimile or electronic message is considered to be given when the facsimile or electronic message is transmitted to a facsimile number or an electronic message address provided by the person, or to which the person consents, for the purpose of receiving notice.

(f) Quorum. A quorum for the transaction of business by the Board exists throughout the meeting if the majority of the number of Directors set by these Bylaws are present at the beginning of the meeting. If a quorum is not established at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present at the beginning of the meeting, any business which might have been transacted at the meeting as

originally called may be transacted without further notice. A Director present by proxy at a meeting may not be counted toward a quorum.

(g) Method for Holding Board Meetings. A meeting of the Board may be held by a physical meeting of the Directors, or by using an "authorized alternate communications system for meetings" as described in the Section using that term.

(h) Authorized Alternate Communications System for Meetings. An "authorized alternate communications system for meetings authorizes, for purposes of holding a meeting of the Board as the governing persons of the Association, or a Board committee, a conference telephone or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. However, if voting is to take place at the meeting, the Association must: (1) implement reasonable measures to verify that every person voting at the meeting by means of remote communications is sufficiently identified; and (2) keep a record of any vote or other action taken.

(i) Conduct of Meetings. The president will preside over all meetings of the Board and the secretary will keep, or cause to be kept, a record of all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. When not in conflict with law or the dedicatory instruments, the then current edition of Robert's Rules of Order will govern the conduct of the meetings of the Board. Unless the notice of meeting states otherwise, the order of business at meetings of the Association shall be as follows:

(1) Determine votes present by roll call or check-in procedure
(2) Announcement of quorum
(3) Proof of notice of meeting
(4) Reading and approval of minutes of preceding meeting
(5) Reports
(6) Election of Directors (as applicable under Section 2.4 above)
(7) Unfinished or old business
(8) New business
(9) Adjournment

(j) Recess Procedures. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation by posting the notice in a conspicuous place or on the Association's internet website as stated above,

within two hours after adjourning the meeting being continued.

(k) Action Without Meeting. The provisions of this Section are subject to the limitations under Section 2.9. The Board may act by unanimous written consent of all the Directors, without a meeting. The Board may also act by a written consent, stating the action to be taken, signed by the number of Directors necessary to take that action at a meeting at which all of the Directors are present and voting, and stating the date of each Director's signature; furthermore, prompt notice of the taking of an action by Directors without a meeting by less than unanimous written consent shall be given to each Director who did not consent in writing to the action. Any photographic, photostatic, facsimile, or similarly reliable reproduction of a consent in writing signed by a Board member may be substituted or used instead of the original writing for any purpose for which the original writing could be used. Any advance notice required for an action to be taken at a meeting is not required to be given to take the action by written consent.

2.9. Open Board Meeting Rules.

(a) Board Meetings When Open Board Meeting Rules Apply. For purposes of the Open Board Meeting Rules, "Board meeting" means a deliberation between a quorum of the voting Board of the Association, or between a quorum of the voting Board and another person, during which Association business is considered and the Board takes formal action. Such a Board meeting does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

(b) When Board Meetings Must Be Open. Regular and special Board meetings must be open to members, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual members, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

(c) Location of Open Board Meetings. Except for a meeting held by electronic or telephonic means, a Board meeting must be held in a county in which all or part of

the property in the Subdivision is located or in a county adjacent to that county.

(d) Records of Open Board Meetings. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

(e) Notice Procedures for Open Board Meetings. Members shall be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (1) mailed to each property Owner not later than the 10th day or earlier than the 60th day before the date of the meeting; or (2) provided at least 72 hours before the start of the meeting by: (a) posting the notice in a conspicuous manner reasonably designed to provide notice to Association members: (i) in a place located on the Association's common property or, with the property Owner's consent, on other conspicuously located privately owned property within the Subdivision; or (ii) on any internet website maintained by the Association or other internet media; and (b) sending the notice by e-mail to each member who has registered an e-mail address with the Association. It is a member's duty to keep an updated e-mail address registered with the Association.

(f) Recess Procedures. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation by posting the notice in a conspicuous place or on the Association's internet website as stated above, within two hours after adjourning the meeting being continued.

(g) Electronic & Telephonic Board Meeting Procedures. A Board may meet by any method of communication, including electronic and telephonic, without prior notice to members under the Notice Procedures for Open Board Meetings, if each Director may hear and be heard by every other Director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to members under the Notice Procedures for Open Board Meetings, must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting.

(h) Actions Not Permitted Without Notice Procedures for Open Board

Meetings. The Board may not, without prior notice to members under the Notice Procedures for Open Board Meetings, consider or vote on: (1) fines; (2) damage assessments; (3) initiation of foreclosure actions; (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (5) increases in assessments; (6) levying of special assessments; (7) appeals from a denial of architectural control approval; or (8) a suspension of a right of a particular member before the member has an opportunity to attend a Board meeting to present the member's position, including any defense, on the issue.

(i) Board Meetings During Development Period. During the Development Period, the Declarant reserves: (a) the right to facilitate the development, construction, and marketing of the Subdivision; and (b) the right to direct the size, shape, and composition of the Subdivision. For purposes of these Bylaws, the Development Period constitutes the Declarant Control Period. Generally, the Open Board Meeting Rules do not apply to Board meetings during the Development Period. However, the Open Board Meeting Rules apply to Board meetings during the development period if and when the meeting is conducted for the purpose of: (a) adopting or amending the dedicatory instruments, including declarations, Bylaws, rules, and regulations of the Association; (b) increasing the amount of regular assessments of the Association or adopting or increasing a special assessment; (c) electing non-developer Board members of the Association or establishing a process by which those members are elected; or (d) changing the voting rights of members of the Association.

2.10. Board Powers.

(a) Stated Powers. Except as provided by the declaration, the Bylaws, or by enacted law, all actions of the Association must be through the Board, and the Board shall act in all instances on behalf of the Association if in the good-faith judgment of the Board the action is reasonable. Unless otherwise provided by the Declaration, the Association, acting through its Board, may:

(1) Bylaws. Adopt, amend, and repeal Bylaws;

(2) Budgets. Adopt and amend budgets for revenues, expenditures, and reserves, and collect assessments for common expenses from Lot Owners;

(3) Professional Association Management Services. The Board may employ or retain a Managing Agent for the Association, at a compensation established by the Board, to perform duties and services authorized by the Board.

(4) Employees, Consultants, and Service Providers. Hire and terminate

managing agents and other employees, agents, and independent contractors, including attorneys, accountants, engineers, inspectors, consultants, and other professionals;

(5) Litigation. Institute, defend, intervene in, settle, or compromise litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners on matters affecting the Subdivision;

(6) Contracts. Make contracts and incur liabilities relating to the operation of the Subdivision;

(7) Repair & Maintenance. Regulate the use, maintenance, repair, replacement, modification, and appearance of the Subdivision;

(8) Rules. Adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of lots and common elements, to the extent the regulated actions affect common elements or other lots;

(9) Improve Common Elements. Cause additional improvements to be made as a part of the common elements;

(10) Acquire & Convey Property. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, except common elements of the Subdivision;

(11) Interests in Common Elements. Grant easements, leases, licenses, and concessions through or over the common elements;

(12) Charges for Common Elements & Services. Impose and receive payments, fees, or charges for the use, rental, or operation of the common elements and for services provided to Lot Owners;

(13) Interest & Fines. Impose interest and late charges for late payments of assessments, returned check charges, and, if notice and an opportunity to be heard are given in accordance herewith, reasonable fines for violations of the Declaration, Bylaws, and rules of the Association;

(14) Rules for Collection. Adopt and amend rules regulating the collection of delinquent assessments and the application of payments;

(15) Rules for Utility Services. Adopt and amend rules regulating the termination of utility service to a Lot, the Owner of which is delinquent in the payment of an assessment that is used, in whole or in part, to pay the cost of that utility;

(16) Charges for Statements & Documents. Impose reasonable charges for preparing, recording, or copying declaration amendments, resale certificates, or statements of unpaid assessments;

(17) Emergency Entry. Enter a Lot for bona fide emergency purposes when conditions present an imminent risk of harm or damage to the common elements, another Lot, or the occupants;

(18) Suspend Voting Privileges for Delinquency. Suspend the voting privileges of or the use of certain general common elements by an Owner delinquent for more than thirty (30) days in the payment of assessments;

(19) Insurance. Purchase insurance and fidelity bonds as it considers appropriate;

(20) Powers Conferred by Declaration. Exercise any other powers conferred by the declaration or Bylaws;

(21) Corporate Powers. Exercise any other powers that may be exercised in this state by a corporation of the same type as the Association;

(22) Appointment of Committees. Appoint standing or ad hoc committees to advise or assist the Board with its responsibilities and

(23) Necessary & Proper Powers. Exercise any other powers necessary and proper for the government and operation of the Association.

(b) Suspension of Right to Use Common Area.

(1) Notice. Before the Association may suspend an Owner's right to use a common area, file a suit against an Owner other than a suit to collect a regular or special assessment or foreclose under an Association's lien, charge an Owner for property damage, or levy a fine for a violation of the restrictions or Bylaws or rules of the Association, the Association or its agent must give written notice to the Owner by certified mail, return receipt requested.

(2) Right to Cure & Hearing. The notice must: (1) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner; and (2) inform the Owner that the Owner: (a) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (b) may request a hearing under Property Code §209.007 on or before the 30th day after the date the Owner receives the notice; and (c) may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the Owner is serving on active military duty.

(c) Alternative Payment Schedule. The Association will provide delinquent Owners an alternative payment schedule by which an Owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties. For purposes of these guidelines, monetary penalties do not include reasonable costs associated with administering the payment plan or interest. Owners will be provided an alternative payment plan to repay the balance due in at least three equal monthly installments of principal, with interest accruing at the rate charged all delinquent Owners, and reasonable costs associated with administering the payment plan.

(d) Hearing Before Board & Alternative Dispute Resolution.

(1) Right to Hearing. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board of the Association or before the Board if the Board does not appoint a committee.

(2) Committee Hearing. If a hearing is to be held before a committee, the notice prescribed by Property Code §209.006 must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

(3) Time for Hearing. The Association shall hold a hearing under this Section not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day

before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.

(4) Exceptions. The notice and hearing provisions of Property Code §209.006 and this Section do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of Property Code §209.006 and this Section do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the Subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Section.

(5) ADR. An Owner or Association may use alternative dispute resolution services.

(e) Borrow & Secure Loans. The Association, by resolution of the Board of Directors may: (1) borrow money; and (2) assign as collateral for the loan authorized by the resolution: (a) the Association's right to future income, including the right to receive assessments; and (b) the Association's lien rights. The Board may borrow money to maintain, repair, or restore the common area without the approval of the members. If approved in advance by the members in the same manner as approving a special assessment, the Board may borrow money for any other purpose.

2.11. General Standards for Director.

(a) Standard for Discharge of Duties. A Director shall discharge the Director's duties, including duties as a committee member, in good faith, with ordinary care, and in a manner the Director reasonably believes to be in the best interest of the Association.

(b) Director Liability. A Director is not liable to the Association, a member, or another person for an action taken or not taken as a Director if the Director acted in compliance with this Section. A person seeking to establish

liability of a Director must prove that the Director did not act (i) in good faith; (ii) with ordinary care; and (iii) in a manner the Director reasonably believed to be in the best interest of the Association.

2.12. Appointment of Committees.

(a) Management Committee.

(1) Authority to Appoint. The Board, by resolution adopted by the majority of the Directors in office, may designate one or more committees to have and exercise the authority of the Board in the management of the Association to the extent provided by Board resolution.

(2) Composition. A committee designated under this Section must consist of at least two persons. The majority of the persons on the committee must be Directors. The remaining persons on the committee are not required to be Directors.

(3) Board Not Relieved of Responsibility. The designation of a committee and the delegation of authority to the committee does not operate to relieve the Board, or an individual Director, of any responsibility imposed on the Board or Director by law.

(4) Same Responsibility. A committee member who is not a Director has the same responsibility with respect to the committee as a committee member who is a Director.

(b) **Other Committees.**

(1) Authority to Appoint. The Board, by resolution adopted by the majority of the Directors at a meeting at which a quorum has been established, or the president, may designate and appoint one or more committees that do not have the authority of the Board in the management of the Association.

(2) Option to Limit Membership to Directors. The membership on a committee designated under this Section may be limited to Directors.

(c) Notice & Meetings of Committees. Committees appointed by the Board are governed by the same notice and meetings provisions as those governing notices and meetings of the Board. Committees appointed by officers are governed by the same notice and meetings provisions as those

governing notices and meetings of members.

ARTICLE 3

OFFICERS

3.1. Officer Titles & Qualifications. The officers of the Association shall be members and shall include a president, a treasurer, a secretary, and one or more vice presidents and other officers and assistant officers as are considered by the Board to be necessary. The Board may appoint one or more vice-presidents and such other officers and assistant-officers as it deems necessary. Any two or more offices, other than the offices of president and secretary, may be held by the same person.

3.2. Committees May Function as Officer. A properly designated committee may perform the functions of an officer. A single committee may perform the functions of any two or more officers, including the functions of president and secretary.

3.3. Elections & Terms of Office. The officers of the Association shall be elected at a meeting of the Board of Directors called to order immediately following each annual meeting of the members. Each officer shall hold office for one (1) year, or until their successor is elected at the meeting of the Board of Directors called to order immediately following the next annual meeting of the members. The term of an officer may not exceed three (3) years.

3.4. Resignation or Removal. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect at the date of receipt of the notice or at any later time specified in the notice. Any officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.

3.5. Standard of Care. In performing their duties, the officers are required to exercise the standards of care provided by applicable law. An officer is not liable to the Association or any other person for an action taken or omission made by the officer in the person's capacity as an officer unless the officer's conduct was not exercised: (1) in good faith; (2) with ordinary care; and (3) in a manner the officer reasonably believes to be in the best interest of the Association.

3.6. Management Certificate. The officers shall maintain a recording of a management certificate signed and acknowledged by an officer or the managing agent of the Association, according to the requirements of Property Code §209.004 or its successor statute.

3.7. Description of Principal Officers.

(a) President. As the chief executive officer of the Association, the president will (1) preside at all meetings of the Association and of the Board; (ii) have all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (iii) have general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) see that all orders and resolutions of the Board are carried into effect.

(b) Secretary. The Secretary will: (i) keep the minutes of all meetings of the Board and of the Association; (ii) have charge of such books, papers, and records as the Board may direct; (iii) maintain a record of the names and addresses of the members for the mailing of notices; and (iv) in general, perform all duties incident to the office of Secretary.

(c) Treasurer. The treasurer will: (i) be responsible for Association funds; (ii) keep full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepare all required financial data and tax returns; (iv) deposit all monies or other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board; (v) prepare the annual and supplemental budgets of the Association; (vi) review the accounts of the managing agent on a monthly basis in the event such managing agent is responsible for collecting and disbursing Association funds; and (vii) perform all the duties incident to the office of treasurer.

3.8. Authorized Agents. Except when the dedicatory instruments require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association. In the absence of Board designation, the president, vice-president, and the secretary will be the only persons authorized to execute instruments on behalf of the Association.

ARTICLE IV

MEMBERS

4.1. Membership. Every Owner is a member of the Association. Membership is appurtenant to and may not be separated from Ownership of a Lot. The membership of the Association at all times consists exclusively of all Lot Owners.

4.2. Meetings.

(a) Place of Meeting. If the meeting is not held solely by using a conference telephone or other authorized communications system, Members' meetings will be held at the Association's principal office or at another place

designated by the Board.

(b) Manner of Meeting. Meetings of the members may be held by a physical meeting of the members, or by an authorized alternate communications system for meetings.

(c) Authorized Alternate Communications System for Meetings. For purposes of holding a meeting of the members, or a committee of the members, an authorized alternate communications system for meetings allows such meetings to be held via a conference telephone or similar communications equipment, or another suitable electronic communications system, including video- conferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. However, if voting is to take place at the meeting, the Association must: (1) implement reasonable measures to verify that every person voting at the meeting by means of remote communications is sufficiently identified; and (2) keep a record of any vote or other action taken.

(d) Conduct of Meetings. The president, or any person designated by the Board, will preside over meetings of the Association. The secretary will keep, or cause to be kept, the minutes of the meeting which will record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order will govern the conduct of all meetings of the Association when not in conflict with the dedicatory instruments. Votes will be tallied by tellers appointed by the person presiding over the meeting.

(e) Order of Business. Unless the notice of meeting states otherwise, the order of business at meetings of the Association will be as follows:

(1) Determine votes present by roll call or check-in procedure
(2) Announcement of a quorum
(3) Proof of notice of meeting
(4) Reading and approval of minutes of preceding meeting
(5) Reports
(6) Election of Directors (when required)
(7) Unfinished or old business
(8) New business
(9) Adjournment

(f) Adjournment of Meeting. At any meeting of the Association, a majority of the members present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

(g) Notice of Meetings.

(1) Timing of Notice. The notice of meeting must be delivered to each member entitled to vote at the meeting not later than the 10th day, and not earlier than the 60th day, before the date of the meeting.

(2) Manner & Content of Notice. Notice of a meeting of the members must: (1) be given in the manner determined by the Board, and in the absence of such determination, notice may be delivered personally, by mail, by facsimile, or by electronic message; and (2) state the date and time of the meeting, and: (A) if the meeting is not held solely by using an authorized alternate communications system for meetings, the location of the meeting; or (B) if the meeting is held solely or in part by using an authorized alternate communications system for meetings, the form of communications system to be used for the meeting and the means of accessing the communications system. In the case of a special meeting of the members, the notice must include the purpose(s) for which such special meeting has been called.

(3) Effective Date of Notice. Notice of a meeting that is: (i) mailed is considered to be given on the date notice is deposited in the U.S. mail with postage paid in an envelope addressed to the person at the person's address as it appears on the Ownership or membership records of the Association; and (ii) transmitted by facsimile or electronic message is considered to be given when the facsimile or electronic message is transmitted to a facsimile number or an electronic message address provided by the person, or to which the person consents, for the purpose of receiving notice.

(4) Notice of Election or Association Vote. Not later than the 10th day or earlier than the 60th day before the date of an election or vote, the Association shall give written notice of the election or vote to each Owner of property in the Association, for purposes of an Association-wide election or vote. This Section supersedes any contrary requirement in a dedicatory instrument.

(h) Annual Meetings. An annual meeting of the members must be held each year on or before the end of July, with the date, time, and place determined by the Board. At annual meetings the members will approve

an annual budget if it has not been previously approved, elect Directors according to the Bylaws, and transact such other business of the Association as may properly come before them. If the Board does not call an annual meeting of the Association members, an Owner may demand that a meeting of the Association members be called not later than the 30th day after the date of the Owner's demand, and proceed according to Property Code §209.014 to obtain such a meeting.

(i) Special Meetings.

(1) Call of Special Meeting. A special meeting of the members may be called by: (1) the president; (2) a majority of the Board; or (3) members having not less than 20 percent of the votes in the Association. It will be the duty of the president to call a special meeting of the Association if directed to do so by a majority of the Board or by a petition signed by members representing at least twenty percent (20%) of the votes in the Association. Such meeting will be held within 30 days after the Board resolution or receipt of petition.

(2) Notice of Special Meeting Must State Purpose(s). The notice of any special meeting will be the same as for notices of other meetings of the members, except such notice must also state the purpose(s) for which such meeting is called.

(j) Written Consent Without Meeting.

(1) Unanimous Written Consent. The members may take action without holding a meeting, providing notice, or taking a vote, if each person entitled to vote on the action signs a written consent or consents stating the action taken. A written consent has the same effect as a unanimous vote at a meeting. A filing instrument filed with the filing officer may state that an action approved by written consent or consents has the effect of an approval by a unanimous vote at a meeting. Any photographic, photostatic, facsimile, or similarly reliable reproduction of a consent in writing signed by a member may be substituted or used instead of the original writing for any purpose for which the original writing could be used. Any advance notice required for an action to be taken at a meeting is not required to be given to take the action by written consent.

(2) Action by Less Than Unanimous Written Consent. At any meeting of the members of the Association, the members are authorized to take action without holding a meeting, providing notice, or taking

a vote if Owners or members of the entity having at least the minimum number of votes that would be necessary to take the action that is the subject of the consent at a meeting, in which each Owner or member entitled to vote on the action is present and votes, sign a written consent or consents stating the action taken. Each written consent must include the date each Owner or member signed the consent and is effective to take the action that is the subject of the consent only if each consent is delivered to the Association not later than the 60th day after the date the earliest dated consent is delivered to the Association. The Association shall promptly notify each member who did not sign a consent of the action that is the subject of the consent.

(3) Delivery of Less Than Unanimous Written Consent. If less than unanimous written consent is obtained, a written consent signed by a member of the Association, if the consent is not solicited on behalf of the Association or the Board, must be delivered by hand or certified or registered mail, return receipt requested, or by other means specified in the governing documents, to: (i) the Association's registered office or principal executive office or place of business; or (ii) the managerial official or agent of the Association having custody of the Association's records of meetings of members. A consent delivered to the Association's principal executive office or place of business must be addressed to the President of the Association.

(k) Voting.

(1) Voting Rights. The Association has two (2) classes of voting membership:

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

(B) Class B. The only Class B member is the Declarant who is entitled to ten (10) votes for each Lot owned. The Class B membership automatically ceases and is converted to Class A membership at the end of the Declarant Control Period.

(2) Voting Membership. Members have the assigned votes per Lot on each matter submitted to a vote of the members. Cumulative voting is prohibited.

(3) Quorum. Members holding one-tenth of the votes entitled to be cast, in person or by proxy, at the beginning of the meeting, constitutes a quorum throughout the meeting.

(4) Votes Needed for Action. The vote of the majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum has been established, is the act of the members, unless the vote of a greater number is required by law, the declaration, or these Bylaws.

(5) Proxy. A member may vote in person or by proxy executed in writing by the member or the member's attorney-in-fact, and filed with the secretary at or prior to the time a quorum is determined to exist. Unless otherwise provided by the proxy, a proxy is revocable and expires 11 months after the date of its execution. A proxy may not be irrevocable for longer than 11 months.

(6) Manner of Conducting Voting. A member vote on any matter may be conducted by mail, by facsimile transmission, by electronic message, or by any combination of those methods.

(l) Multiple Owners of Lot.

(1) Votes Cast in Person. If only one of the multiple Owners of a Lot is present at a meeting of the Association, that person may cast the vote or votes allocated to that Lot. If more than one of the multiple Owners is present, the vote or votes allocated to that Lot may be cast only in accordance with the Owners' unanimous agreement unless the declaration provides otherwise. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the votes allocated to a Lot and none of the other Owners makes prompt protest to the person presiding over the meeting.

(2) Votes Cast by Proxy. Votes allocated to a Lot may be cast under a written proxy duly executed by a Lot Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the other Owners of the Lot through a proxy duly executed by the Lot Owner. A Lot Owner may not revoke a proxy given under this Section except by giving actual notice of revocation to the person presiding over a meeting

of the Association. A proxy is void if it is not dated or if it purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter or longer time.

(m) No Cumulative Voting. Cumulative voting is not allowed.

(n) Record Date. The record date for determining voting members must be not less than 14 days before the meeting, and may not be earlier than the 60th day before the date of the meeting. If the voting members are not otherwise determined, the record date for determining voting members is the date on which notice of the meeting is given to the members entitled to notice of the meeting. The record date for a meeting applies to any adjournment of the meeting.

(o) List of Voting Members.

(1) Generally. After setting a record date for the notice of a meeting, the Association must prepare an alphabetical list of the names of all its voting members, identifying: (A) the members who are entitled to notice and the members who are not entitled to notice of the meeting; (B) the address of each voting member; and (C) the number of votes each voting member is entitled to cast at the meeting.

(2) List Available for Inspection by Members. Not later than the 2nd business day after the date notice is given of a meeting for which a list was prepared, and continuing through the meeting, the list of voting members must be available at the Association's principal office or at a reasonable place in the Subdivision as identified in the notice of the meeting, for inspection by members entitled to vote at the meeting for the purpose of communication with other members concerning the meeting.

(3) **Rights of Inspection & Copying.** A voting member or voting member's agent or attorney is entitled on written demand stating the purpose of the demand, to inspect and, at the member's expense, copy the list at any reasonable time and for a proper purpose, during the period the list is available for inspection.

(4) List Available at Meeting. The list of voting members must be available at the meeting. A voting member or voting member's agent or attorney is entitled to inspect the list at any time during the meeting or an adjournment of the meeting.

(p) Voting Rights & Quorum.

(1) How Votes Cast. The voting rights of an Owner may be cast or given: (A) in person or by proxy at a meeting of the Association; (B) by absentee ballot in accordance with this Section; (C) by electronic ballot in accordance with this Section; or (D) by any method of representative or delegated voting provided by a dedicatory instrument.

(2) Counting Absentee & Electronic Ballots. An absentee or electronic ballot: (A) may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (B) may not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by a property Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (C) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

(3) Solicitation for Absentee Ballots. A solicitation for votes by absentee ballot must include: (A) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; (B) instructions for delivery of the completed absentee ballot, including the delivery location; and (C) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

(4) Electronic Ballot. For the purposes of this Section, "electronic ballot" means a ballot: (1) given by: (A) e-mail; (B) facsimile; or (C) posting on an internet website; (2) for which the identity of the property Owner submitting the ballot can be confirmed; and (3) for which the property Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot.

(5) Website Posting of Ballot. If an electronic ballot is posted on an internet website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the

website.

(6) Controlling Provisions. This Section supersedes any contrary provision in a dedicatory instrument.

(q) Recount of Votes.

(1) Requiring Recount. Any Owner may, not later than the 15th day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either: (A) by certified mail, return receipt requested, or by delivery by the U. S. Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest filed management certificate; or (B) in person to the Association's Managing Agent as reflected on the latest filed management certificate filed, or to the address to which absentee and proxy ballots are mailed.

(2) Retaining Recount Assistance. The Association shall, at the expense of the Owner requesting the recount, retain for the purpose of performing the recount, the services of a person qualified to tabulate votes under this subsection. The Association shall enter into a contract for the services of a person who: (A) is not a member of the Association or related to a member of the Association Board within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code; and is: (i) a current or former county judge, county elections administrator, justice of the peace, or county voter registrar; or (ii) a person agreed on by the Association and the persons requesting the recount.

(3) Deadline for Recount. Any recount must be performed on or before the 30th day after the date of receipt of a request and payment for a recount. If the recount changes the results of the election, the Association shall reimburse the requesting Owner for the cost of the recount. The Association shall provide the results of the recount to each Owner who requested the recount. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

(r) Special Voting Provisions.

(1) Ballot Requirements. Any vote cast in an election or vote by a member of a Association must be in writing and signed by the

member. Electronic votes cast under Section 4.10. ["Voting Rights & Quorum"] constitute written and signed ballots. In an Association-wide election, written and signed ballots are not required for uncontested races.

(2) Absolute Right to Vote for Board. A provision in a dedicatory instrument that would disqualify a property Owner from voting in an Association election of Board members or on any matter concerning the rights or responsibilities of the Owner is void.

(s) Tabulation and Access to Ballots.

(1) Persons Barred from Access to Ballots. Notwithstanding any other provision of this chapter or any other law, a person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided by this Section.

(2) Nondisclosure. A person other than a person described by subsection (a) may tabulate votes in an Association election or vote but may not disclose to any other person how an individual voted.

(3) Access to Ballots - Exception. Notwithstanding any other provision of this chapter or any other law, a person other than a person who tabulates votes under subsection (2), including a person described by subsection (1), may be given access to the ballots cast in the election or vote only as part of a recount process authorized by law.

(t) Co-Owned Lots.

(1) Present at Meeting. If only one of the multiple Owners of a Lot is present at a meeting, that person may cast the vote or votes allocated to that Lot. If more than one of the multiple Owners is present, the vote or votes allocated to that Lot may be cast only in accordance with the Owners' unanimous agreement unless the declaration provides otherwise. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the votes allocated to a Lot and none of the other Owners makes prompt protest to the person presiding over the meeting.

(2) By Proxy. Votes allocated to a Lot may be cast under a written

proxy duly executed by a Lot Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the other Owners of the Lot through a proxy duly executed by the Lot Owner. A Lot Owner may not revoke a proxy except by giving actual notice of revocation to the person presiding over the meeting of the Association.

(u) Entity-Owned Lots. If a Lot is owned by a legal entity such as a corporation, partnership or limited liability company, the vote appurtenant to that Lot shall be cast by the person designated in writing by the governing body or governing document of the Owner entity. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of an entity is qualified or authorized to vote.

ARTICLE V

ASSOCIATION RECORDS

5.1. Records Retention Policy. The Association will retain the following records for the below-stated periods of time, being the stated minimum requirements of Property Code §209.005(m):

(a) Certificates of Formation, Bylaws, restrictive covenants, and all amendments shall be retained permanently;

(b) Financial books and records shall be retained for at least seven (7) years;

(c) Account records of current Owners shall be retained for at least five (5) years;

(d) Contracts with a term of one year or more shall be retained for at least four (4) years after the expiration of the contract term;

(e) Minutes of meetings of the members and the Board shall be retained for at least seven (7) years; and

(f) Tax returns and audit records shall be retained for at least seven (7) years.

5.2. Inspection and Production of Books and Records. A member, on written demand stating the purpose of the demand, is entitled to examine and copy at the member's expense, in person or by agent, accountant, or attorney, at any reasonable time and for a proper purpose, the books and records of the Association relevant to that

purpose.

(a) Purpose of Policy. The purpose of this policy is to comply with the requirement of Property Code §209.005(i).

(b) Authority to Recover Costs. If an open records request is made to the Association, the Association may charge the requestor all reasonable costs of materials, labor, and overhead for compiling, producing, and reproducing the requested information.

(c) Charges. The rates which the Association may charge an Owner are the same as the maximum permitted rates published in Section 70.3 of the Texas Administrative Code ("T.A.C.") (Title 1, Part 3, Chapter 70). The charges shown on Prescribed Costs to Owners are some of the T.A.C. rates in effect on the date this policy is adopted and will be deemed to change automatically with changes in the State's maximum permitted rates for public information requests.

(d) Prescribed Costs to Owners. The member will be charged the following:

(1) Copy Charges. (a) Electronic image transmitted by email - no copy charge; (b) Electronic image downloaded to USB drive - actual cost of drive; (c) Standard paper copy or scan (letter or legal size) - $0.10 per page (double sided is 2 pages); (d) Oversize paper copy or scan (such as 11x17) - $0.50 per page; (e) Diskette or CD - $1.00; (f) DVD - $3.00.

(2) Labor Charge. (a) No labor charge if the request is for 50 or fewer pages of information, unless the records must be retrieved from a storage facility that is remote from the processor's office; (b) $15.00 per hour, in 1/4 hour increments, for actual time to locate, compile, manipulate data, reproduce information, and (if necessary) redact confidential information, for requests of more than 50 pages and for records in remote storage; (c) No labor charge for time spent to review the requested information to determine if the information qualifies for an exemption from open records.

(3) Overhead Charge. No overhead charge if the request is for 50 or fewer pages of information. Otherwise, the overhead charge is 20 percent of the labor charge.

(4) Remote Document Retrieval Charge. If the requested information is stored with a commercial records storage company that charges a fee to deliver and return stored records, the Association may seek

reimbursement of the third-party fee from the Owner if the request otherwise qualifies for a labor charge.

(5) Other Charges. Actual postage and shipping charges if necessary to transmit the reproduced information to the Owner. Actual cost of miscellaneous supplies, such as boxes, if used to produce the requested information. If the Association accepts payment by credit card, the Association may recoup the amount of any actual transaction fee charged by the credit card company for the privilege. No sales tax may be charged.

(6) Savings Clause. Notwithstanding anything to the contrary in any writing or communication made by the Association, the Association will not in any event be entitled to receive or collect open records charges from an Owner in amounts greater than the maximum amounts permitted by applicable law. If from any circumstances whatsoever the Association charges or receives an amount in excess of the maximum charges permitted by law, the excess amount will be reimbursed to the Owner.

(7) Waiver. The Association may reduce or waive some or all of the charges addressed by this Policy on a request-by-request basis, without waiving the right to charge such fees on future requests.

(8) Payment. The Association may require advance payment of the estimated charges addressed by this policy. Within 30 business days after delivering the requested information, the Association will provide the Owner with an invoice of the actual costs. If the actual costs are less than the prepaid estimated charges, the Association will refund the difference to the Owner within 30 business days after sending the invoice. If the actual costs are greater than the prepaid estimated charges, the difference is due and payable to the Association by the Owner within 30 business days after the invoice is sent to the Owner, after which time the Association may add the unpaid amount to the Owner's assessment account.

5.3. Resale Certificates. Any officer may prepare or cause to be prepared, certify, and execute resale certificates in accordance with Chapter 207 of the Property Code. The Association may charge a reasonable fee for preparing resale certificates. The Association may refuse to furnish resale certificates until the fee is paid. Any unpaid fees may be assessed against the Lot for which the certificate is furnished.

5.4. Any Website to Contain Dedicatory Instruments. The Association shall

make dedicatory instruments relating to the Association or Subdivision and filed in the county deed records available on a website if the Association has, or a management company on behalf of the Association maintains, a publicly accessible website.

ARTICLE VI

RULES

6.1. Rules. The Board has the right to establish and amend, from time to time, reasonable rules and regulations for: (i) the administration of the Association and the dedicatory instruments; (ii) the maintenance, management, operation, use, conservation, and beautification of the Subdivision; and (iii) the health, comfort, and general welfare of the residents; provided, however, that such rules may not be in conflict with law or the dedicatory instruments. The Board will, at all times, maintain the then current and complete rules in the public records as part of the dedicatory instruments.

6.2. Adoption and Amendment. Any rule may be adopted, amended, or terminated by the Board, provided that the rule and the requisite Board approval are properly recorded as a resolution in the minutes of the meeting of the Board.

6.3. Notice and Comment. The Board will give written notice to an Owner of each Lot of any amendment, termination, or adoption of a rule, or will publish same in a newsletter or similar publication which is circulated to the members, at least 10 days before the rule's effective date. Any member so notified has the right to comment orally or in writing to the Board.

6.4. Distribution. Any rules will be published and recorded in the same manner as the other dedicatory instruments.

ARTICLE VII

ENFORCEMENT

7.1. Enforcement.

(a) Discretionary Authority. An exercise of discretionary authority by the Association concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.

(b) Standing. The Association may initiate, defend, or intervene in litigation or an administrative proceeding affecting the enforcement of a restrictive

covenant or the protection, preservation, or operation of the property covered by the dedicatory instrument.

7.2. **Penalties.** A court may assess civil damages for the violation of a restrictive covenant in an amount not to exceed $200 for each day of the violation. The Association does not interpret this remedy to be limited to actual compensatory damages, but instead interprets this remedy to permit punitive damages up to $200 for each day of the violation.

7.3. **Attorney Fees & Costs.**

(a) Generally. The prevailing party in an action to enforce the declaration, Bylaws, or rules is entitled to reasonable attorney fees and costs of litigation from the non-prevailing party.

(b) Relating to Collecting Amounts Due. The Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to collecting amounts, including damages, due the Association for enforcing restrictions or the Bylaws or rules of the Association only if the Owner is provided a written notice that attorney fees and costs will be charged to the Owner if the delinquency or violation continues after a date certain. The foregoing notice provisions do not apply to a counterclaim of an Association in a lawsuit brought against the Association by a property Owner.

(c) **Relating to Restrictions.** An Owner is not liable for attorney fees incurred by the Association relating to a matter described by the notice under Property Code §209.006 if the attorney fees are incurred before the conclusion of the hearing under Property Code §209.007 or, if the Owner does not request a hearing under that Section, before the date by which the Owner must request a hearing. The Owner's presence is not required to hold a hearing under Property Code §209.007.

(d) **Fees Paid to Association Account.** All attorney fees, costs, and other amounts collected from an Owner shall be deposited into an account maintained at a financial institution in the name of the Association or its managing agent. Only members of the Board or its managing agent or employees of its managing agent may be signatories on the account.

(e) **Providing Copies of Invoices.** On written request from the Owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs.

(f) **Relating to Foreclosure.** The dedicatory instruments of the Association allow for nonjudicial foreclosure; therefore, the amount of attorney's fees that the Association may include in a nonjudicial foreclosure sale for an indebtedness covered by a Association's assessment lien is limited to the greater of: (a) one-third of the amount of all actual costs and assessments, excluding attorney's fees, plus interest and court costs, if those amounts are permitted to be included by law or by the restrictive covenants governing the property; or (2) $2,500. However, the foregoing does not prevent the Association from recovering or collecting attorney fees in excess of such amounts by other means provided by law.

ARTICLE VIII

OBLIGATIONS OF THE OWNERS

8.1. Notice of Sale. Any Owner intending to sell his Lot or any interest therein will give written notice to the Board of such intention, together with (a) the address or legal description of the Lot or interest being conveyed, (b) the name and address of the intended purchaser, (c) the name, address, and phone number of the title company or attorney designated to close such transaction, (d) names and phone numbers of real estate agents, if any, representing seller or purchaser, and (e) scheduled date of closing. An Owner will furnish this information to the Board no less than 10 working days before the date of conveyance of the Lot or any interest therein.

8.2. Proof of Ownership. Any person, on becoming an Owner of a Lot, will furnish to the Board evidence of Ownership in the Lot, which copy will remain in the files of the Association. A member is not deemed to be in good standing with the Association unless this requirement is first met. This requirement may be satisfied by receipt of a Board-approved form that is completed and acknowledged at time of conveyance of the Lot or any interest therein.

8.3. Owners' Addresses. The Owner or the several co-Owners of a Lot will register and maintain one mailing address to be used by the Association for mailing of monthly statements, notices, demands, and all other communications. The Owner will keep the Association informed of the member's current mailing address. If an Owner fails to maintain a current mailing address with the Association, the address of that Owner's Lot will be deemed to be the Owner's mailing address.

8.4. Registration of Mortgagees. An Owner who mortgages his Lot will furnish the Board with the name and mailing address of his mortgagee.

8.5. Assessments. All Owners will be obligated to pay assessments imposed by the Association to meet the common expenses as defined in the declaration. A member will be deemed to be in good standing if he is current in the assessments made

or levied against him and his Lot.

(a) **Priority of Payments.**

(1) Priority of Payments. A payment received by the Association from the Owner shall be applied to the Owner's debt in the following order of priority: (A) any delinquent assessment; (B) any current assessment; (C) any attorney fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure; (D) any other attorney fees incurred by the Association; (E) any fines assessed by the Association; and (F) any other amount owed to the Association.

(2) Priority Not Applicable If Default Exists. If, at the time the Association receives a payment from an Owner, the Owner is in default under a payment plan entered into with the Association: (A) the Association is not required to apply the payment in the order of priority specified by the above subsection (1); and (B) in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

(b) Third Party Collections.

(1) Collection Agent. In this Section, "collection agent" means a debt collector, as defined by Section 803 of the Federal Fair Debt Collection Practices Act (15 U.S.C. Section 1692a).

(2) Notice Concerning Fees. The Association may not hold an Owner liable for fees of a collection agent retained by the Association unless the Association first provides written notice to the Owner by certified mail, return receipt requested, that: (A) specifies each delinquent amount and the total amount of the payment required to make the account current; (B) describes the options the Owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association; and (C) provides a period of at least 30 days for the Owner to cure the delinquency before further collection action is taken.

(3) Contingent Fees. An Owner is not liable for fees of a collection agent retained by the Association if: (a) the obligation for payment by the Association to the Association's collection agent for fees or costs associated with a collection action is in any way dependent or

contingent on amounts recovered; or (b) the payment agreement between the Association and the Association's collection agent does not require payment by the Association of all fees to a collection agent for the action undertaken by the collection agent.

(4) Owner May Contact Managing Agent. The agreement between the Association and the Association's collection agent may not prohibit the Owner from contacting the Association Board or the Association's managing agent regarding the Owner's delinquency.

(5) Restrictions on Transfer of Receivables. The Association may not sell or otherwise transfer any interest in the Association's accounts receivables for a purpose other than as collateral for a loan.

(c) Compliance With Documents. Each Owner will comply with the provisions and terms of the dedicatory instruments, and each Owner agrees to always endeavor to observe and promote the cooperative purposes for which the planned community has been established.

ARTICLE IX

NOTICES

9.1. Co-Owners & Entities. All Owners agree that the Association is not obligated to send more than one notice per Lot. If a Lot is owned by more than one person, or is owned by an entity, the Owners or entity, as the case may be, are obligated to provide to, and maintain with, the Association a current written designation of one person to whom all Association notices can be sent relating to the subject Lot owned; otherwise, the Association's notice to one co-Owner or to any representative of the entity, will be deemed notice to all co-Owners or entity representatives, as the case may be.

9.2. Notice Delivery. Notice that is: (1) mailed is considered to be given on the date notice is deposited in the U. S. mail with postage paid in an envelope addressed to the person at the person's address as it appears on the Ownership or membership records of the entity; and (2) transmitted by facsimile or electronic message is considered to be given when the facsimile or electronic message is transmitted to a facsimile number or an electronic message address provided by the person, or to which the person consents, for the purpose of receiving notice.

9.3. Waiver of Notice. Whenever any notice is required to be given to an Owner, member, or Director, a written waiver of the notice, signed by the person entitled to such notice, whether before or after the time stated in the notice, will be equivalent to the giving of such notice. Attendance by a member or Director at any

meeting of the Association or Board, respectively, will constitute a waiver of notice by such member or Director of the time, place, and purpose of such meeting. If all members or Directors are present at any meeting of the Association or Board, respectively, no notice will be required and any business may be transacted at such meeting.

ARTICLE X

DECLARANT PROVISIONS

10.1. Conflict. The provisions of this article will control over any provision to the contrary elsewhere in these Bylaws.

10.2. Board of Directors. During the Declarant control period, the Declarant will govern the number, qualification, and appointment of Directors. The initial Directors will be appointed by Declarant and need not be Owners or residents. Directors appointed by Declarant may not be removed by the Owners and may be removed by Declarant only. Declarant has the right to fill vacancies in any Directorship vacated by a Declarant appointee.

10.3. First Meeting of Members. A first meeting of the members may be held at the call of the majority of the Directors on notice provided not later than the third day before the date of the meeting. The notice must state the purposes of the meeting.

10.4. Organizational Meeting After Declarant Control Period. Within sixty (60) days before the end of the Declarant control period, Declarant will call an organizational meeting of the members for the purpose of electing Directors, by ballot of members. Notice of the organizational meeting will be given as if it were notice of an annual meeting.

ARTICLE XI

AMENDMENTS TO BYLAWS

11.1. Amendment. These Bylaws may be amended by a majority of the full Board or by a majority of members entitled to vote at a meeting. The Association will make a reasonable effort to provide all Owners with a detailed description, if not exact wording, of any amendment. If the members are to vote on the amendment, such description will be included in the notice of any annual or special meeting of the Association if such proposed amendment is to be considered at said meeting.

11.2. Adoption by Board of Directors. The initial Bylaws have been adopted by the Board of Directors.

11.3. Inconsistency Between Certificate of Formation and Bylaw. A provision of a certificate of formation that is inconsistent with a bylaw controls over the bylaw, except that a change in the number of Directors by amendment to the Bylaws controls over the number stated in the certificate of formation.

11.4. Consents. If the members are to vote on an amendment, the amendment may be adopted by the vote, in person or by proxy, or written consents of members representing at least a majority of the votes cast or present at a meeting for which a quorum is obtained.

11.5. Effective. To be effective, each amendment must be in writing, reference the names of the Subdivision and the Association, be signed by the president and secretary of the Association, and acknowledge the requisite approval of members or Directors, as the case may be. The amendment must recite the recording data for the Bylaws, be in a form suitable for recording as a real property record, and be delivered to the county clerk for recording. A copy of the amendment will be delivered to each Owner at the time of the notice of the next members' meeting following the recording of the amendment.

11.6. Declarant Protection. As long as the Declarant owns a Lot in the Subdivision, no amendment of these Bylaws may affect the Declarant's rights herein without the Declarant's prior written and acknowledged consent. During the period of Declarant control, the Declarant's written consent must be part of the amendment instrument.

ARTICLE XII

GENERAL PROVISIONS

12.1. Compensation. A Director, officer, member, or resident will not be entitled to receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a Director, officer, member, or resident; provided: (a) that reasonable compensation may be paid to a Director, officer, member, or resident for other services rendered to the Association; and (b) that a Director, officer, member, or resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been approved by the Board.

12.2. Association Delivery of Notice. Notices delivered by the Association will be given in the manner determined by the Board or its officers as its governing authority. Notice that is: (a) mailed is considered to be given on the date notice is deposited in the U.S. mail with postage paid in an envelope addressed to the person at

the person's address as it appears on the Ownership or membership records of the Association; and (b) transmitted by facsimile or electronic message is considered to be given when the facsimile or electronic message is transmitted to a facsimile number or an electronic message address provided by the person, or to which the person consents, for the purpose of receiving notice. The notice must be sent to the party's last known address as it appears on the records of the Association at the time of transmission. If an Owner fails to give the Association an effective address, the Association's notice may be sent (1) to the address of the Owner's Lot and/or (2) to the Owner's address shown on the then-current property tax rolls for the Lot. If the Association properly delivers the notice, the Owner is deemed to have been given notice, whether or not he actually receives it.

12.3. Waiver of Notice.

(a) **Written Waiver.** Notice of a meeting is not required to be given to an Owner, member, or governing person of a domestic entity, or a member of a committee of the Owners, members, or governing persons, entitled to notice under the Business Organizations Code or the governing documents of the Association if the person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before or after the time of the meeting.

(b) **Waiver by Participation.** If a person entitled to notice of a meeting participates in or attends the meeting, the person's participation or attendance constitutes a waiver of notice of the meeting unless the person participates in or attends the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called or convened.

(c) **Exceptions - Not Requiring Notice.** Notice of a meeting is not required to be given to an Owner or member of a filing entity entitled to notice if notice of two consecutive annual meetings and notice of any meeting held during the period between the two annual meetings, is mailed to the person entitled to notice of the meeting to the person's address as it appears on the Ownership or membership transfer records of the Association and is returned undeliverable. However, notice of a meeting must be given to a person not entitled to notice of the meeting under this paragraph if the person delivers to the filing entity a written notice of the person's address.

12.4. Conflicting Provisions. If any provision of these Bylaws conflicts with any law, such conflicting Bylaws provision will be null and void, but all other provisions of these Bylaws will remain in full force and effect. In the case of any conflict between the articles of incorporation of the Association and these Bylaws, the articles

will control. In the case of any conflict between the declaration and these Bylaws, the declaration will control.

12.5. Severability. Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

12.6. Construction; Capitalized Terms. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine. Any capitalized term that is not defined in these Bylaws shall have the meaning set forth in the Declaration.

12.7. Fiscal Year. The fiscal year of the Association will be set by resolution of the Board, and is subject to change from time to time as the Board determines. In the absence of a resolution by the Board, the calendar year is the fiscal year.

12.8. Waiver. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been waived by reason of failure to enforce the same, irrespective of the number of violations or breaches which may occur.

[*Certification and Signatures follow on next pages*]

CERTIFICATION & ACKNOWLEDGMENT

As the Declarant of the Subdivision and the initial and sole member of the Association, I certify that the foregoing Bylaws of the Association were adopted for the benefit of the Association by the initial Board of Directors of the Association at the organization meeting of the Board called by a majority of the Directors for the purpose of adopting these Bylaws.

SIGNED and **ADOPTED** effective this 13th day of July, 2015.

DECLARANT:

SHAW DEVELOPMENT, LLC

By: Original Signed by Massey Shaw
MASSOUD SHAHKARAMI
A/K/A MASSEY SHAW
Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF ELLIS §

This instrument was acknowledged before me on the _____ day of July, 2015 by MASSOUD SHAHKARAMI a/k/a MASSEY SHAW, Manager for SHAW DEVELOPMENT, LLC, a Texas limited liability company.

_____
Notary Public, State of Texas

My Commission Expires

_____

AFTER RECORDING RETURN TO:

MASSEY SHAW
c/o James P. Moon
KAPLAN & MOON, PLLC
500 North Interstate 35E, Suite A
Red Oak, Texas 75154

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

BRYSON MANOR
An Addition to the City of Ovilla, Texas

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BRYSON MANOR ("Declaration") is made effective on May 15, 2015 (the "Effective Date"), by **SHAW DEVELOPMENT, LLC**, a Texas Limited Liability Company ("Declarant"), and supersedes all previously recorded restrictions, as follows:

W I T N E S S E T H

WHEREAS, Declarant is the owner and developer of certain real property located in the Ovilla, Ellis County, Texas, as more particularly described in Exhibit "A" (the "Property"), and has more commonly known as BRYSON MANOR, an addition to the City of Ovilla, Ellis County, Texas ("Subdivision"), consisting of an estimated One Hundred Eighty-Five (185) single family residential lots;

WHEREAS, Declarant desires to place certain restrictions, easements, covenants, conditions, stipulations and reservations contained in this Declaration upon and against the Subdivision in order to establish a uniform plan for its development and improvement, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of Lots (as defined herein) in the Subdivision.

NOW THEREFORE, Declarant hereby adopts, establishes and imposes upon the Subdivision the following reservations, easements, restrictions, assessments, liens, covenants and conditions, which shall run with the land and title or interest therein, or any part thereof, and shall inure to the benefit of each Owner in the Subdivision as a whole, whether or not set out in full or incorporated by reference in any deed or other instrument of conveyance.

ARTICLE I.

DEFINITIONS

Section 1.01. For the purposes of this Agreement, the following terms shall have the meaning set forth:

(a) "Assessment" means a regular assessment or special assessment, or other

amount an Owner is required to pay to the Association under this Declaration or other dedicatory instrument described herein.

(b) "Association" means Bryson Manor Homeowners' Association, Inc., a Texas nonprofit corporation, and its successors and assigns, which is designated as the representative of Owners in the Subdivision, whose membership consists of Owners, and manages and regulates the Subdivision for the benefit of the Owners.

(c) "Architectural Control Committee" or "ACC" shall mean a committee appointed by the Board of Directors to approve or disapprove improvements to be constructed on a Lot pursuant to this Declaration and duly adopted Design Guidelines.

(d) "Board of Directors" refers to the governing body of the Association.

(e) "Builder" means a person or entity who purchases or acquires a Lot or Lots for the purpose of constructing a single-family dwelling for sale or lease to a homeowner or tenant.

(f) "Bylaws" shall mean the duly adopted bylaws of the Association as the same may be amended from time to time. The Bylaws are attached to this Declaration as Exhibit "B" and are fully incorporated herein.

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

(h) "Common Area" refers to the real property in the Subdivision (including improvements) owned by the Association for the common use and enjoyment of the Owners, and shown as Common Area on the Final Plats.

(i) "Contractor" refers to the person or entity with whom Declarant or an Owner contracts to construct a residential dwelling and other improvements on a Lot.

(j) "Class A Members" shall have been meaning set forth in Section 3.02(a) below.

(k) "Class B Member" shall have been meaning set forth in Section 3.02(b) below.

(l) "Declarant Control Period" shall mean and refer to the period of time

during which the Class "B" Member is entitled to appoint and remove the members of the Board of Directors and the officers of the Association, other than Board members or officers elected by Members of the Association pursuant to the Bylaws.

(m) "Declaration" refers to this Declaration of Covenants, Conditions and Restrictions for Bryson Manor, and any duly passed and recorded amendments that include restrictive covenants governing the Subdivision.

(n) "Dedicatory Instrument" means each governing instrument covering the establishment, maintenance, and operation of the Subdivision. The term includes the Declaration, Bylaws, Architectural Control Guidelines, Rules and Regulations, Open Records and Records Retention Policies, and Alternative Payment Schedule, and all lawful amendments. All dedicatory instruments shall have no effect until filed in the real property records of each county in which the Subdivision is located.

(o) "Development Period" means the period in which Declarant reserves a right to facilitate the development, construction, and marketing of the Subdivision.

(p) "Drainage Maintenance Agreement" shall mean the Detention/Drainage Areas Maintenance Agreement, dated July 13, 2015, between the Declarant, the Association, and the City.

(q) "Final Plat" shall mean, as to any particular Phase of the Subdivision, the Final Plat for such respective Phase of the Subdivision, as approved by the City and filed of record in the Official Public Records of Ellis County, Texas.

(r) "Lot" refers to any designated parcel of land in the Subdivision including any improvements. Declarant currently contemplates that the Subdivision shall consist of One Hundred Eighty-Five (185) single family residential Lots; provided, however, that, in the event that the number of actual Lots in the Subdivision or any particular Phase is increased or decreased, any term or provision of this Declaration that is dependent upon the number of particular Lots in the Subdivision or a particular Phase shall be applied, interpreted, and construed accordingly based on the actual number of Lots contained within the approved Final Plat of the Subdivision or such particular Phase.

(s) "Lot Owner" means the owner of a Lot or Lots within the Subdivision,

whether an individual or entity. A Lot Owner includes a person or entity who purchases a Lot or Lots for the purpose of resale to a Builder or homeowner.

(t) "Maintenance Charge" means assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, and shall be a charge on the Lots and shall be a continuing lien upon the Lot against which each such Maintenance Charge and other charges and assessments are made. Maintenance Charge shall include any and all costs, expense, or other charges Association under the terms of the Drainage Maintenance Agreement.

(u) "Maintenance Fund" shall mean the Association's accumulation of funds from Regular and Special Assessments, as well as income and revenue from other legitimate sources, as prescribed in this Declaration.

(v) "Managing Agent" means the Association's designated representative as it appears on the Management Certificate.

(w) "Management Certificate" means the instrument required to be recorded pursuant to Section 209.004 of the Property Code.

(x) "Member" refers to every Owner or entity that holds membership in the Association by virtue of its ownership of a Lot.

(y) "Owner"" means a person who holds record title to a Lot, and includes the personal representative.

(z) "Phase" or "Phases" shall mean the respective Phase 1, Phase 2, or Phase 3 of the Subdivision as contemplated for development by the Declarant.

(aa) "Plat" shall refer to the Final Plat of the Subdivision recorded at Instrument No. 1514729 at Cabinet No. _____, Slide No. _____ of the Official Public Records of Ellis County, Texas.

(bb) "Property Code" shall mean the Texas Property Code, as it now exists or may hereafter be amended.

(cc) "Regular Assessment" means an assessment, charge, fee, or dues that each Owner is required to pay to the Association on a regular basis and that is designated for use by the Association for the benefit of the Subdivision, as provided herein.

(dd) "Rules and Regulations" or "Rules" mean the Rules and Regulations of the Association as may be amended from time to time.

(ee) "Special Assessment" means an assessment, charge, fee, or dues, other than a regular assessment that each Owner is required to pay to the Association for defraying in whole or in part, the cost, whether incurred before or after the assessment, of any construction or reconstruction, unexpected repair, or replacement of a capital improvement in Common Areas, including the necessary fixtures and personal Subdivision related to the Common Areas; maintenance and improvement of Common Areas; or other purposes the Association as stated in its Certificate of Formation, or dedicatory instruments of the Subdivision.

(ff) "Subdivision" shall mean Bryson Manor, an Addition to the City of Ovilla, Texas.

(gg) "Tax Code" shall mean the Texas Tax Code, as it now exists or may hereafter be amended.

(hh) "TBOC" shall mean the Texas Business Organizations Code, as it now exists or as it may be hereafter amended, modified, or repealed in whole or in part.

(ii) "Texas Residential Property Owners Protection Act" or the "Act" shall refer to Chapter 209 of the Texas Property Code, as it now exists or as it may be hereafter amended, modified, or repealed in whole or in part. Sections of the Act are referenced as "TPC §_____".

(jj) "Transfer Fee" means dues, a fee, a charge, an assessment, a fine, a contribution, or another type of payment under this Declaration, other dedicatory instrument, or under law, including a fee or charge payable for a change of ownership entered in the records of the Association.

ARTICLE II.

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01. Final Plats. The Final Plats subject the Subdivision to the limitations as set forth therein, and the roads, streets, and easements shown thereon. The Final Plats further establish certain restrictions applicable to the Subdivision. All dedications, restrictions and reservations created in this Declaration or shown on the

Final Plats, re-plats, or amendments of the Subdivision recorded or hereafter recorded shall be construed as being included in each Lot, deed or conveyance executed or to be executed, whether specifically referred to therein or not.

Section 2.02. Utility Easements. The Declarant has reserved for public use the utility easements hereafter referred to as "general easements" shown on the Plats or that have been or hereafter may be created by separate instrument recorded in the Official Public Records of Ellis County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, storm surface drainage, cable television, or any other utility installed in, across and/or under the Subdivision. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Common Area and/or Lots. Should any utility provider furnishing a service covered by the general easement herein provided for request a specific easement by some recordable document, the Association, without the joinder of any other Owner, shall have the right to grant such easement on the Subdivision without conflicting with the terms hereof. Any utility provider serving the Subdivision shall have the right to enter upon any utility easement for the purpose or installation, repair and maintenance of their respective facilities. Neither the Association nor any utility provider, political subdivision or other authorized entity using easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns of the Owner on the Subdivision covered by these easements.

Section 2.03. Title Subject to Easements. It is expressly agreed and understood that the title conveyed to any of the Lots by deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, electric lighting, electric power, or telephone purposes, and other easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service to other Lots, but each Owner shall have an easement over and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot. The Association may convey title to said easements to the public or a utility provider.

Section 2.04. Association's Easements. The Association hereby reserves an easement that allows access to an Owner's Lot to remedy a violation of this Declaration or other Association dedicatory instruments; however, the Association may not amend this Declaration or other dedicatory instrument to grant itself additional easements through or over an Owner's Lot without the consent of the Owner.

ARTICLE III.

THE ASSOCIATION

Section 3.01. **Nonprofit Corporation**. The Association is a nonprofit corporation, has been organized and is governed by Chapter 22 of the TBOC, the Certificate of Formation, and Bylaws of the Association; and all duties, obligations, benefits, liens and rights hereunder in favor of' the Association shall vest in said corporation.

Section 3.02. **Bylaws**. The Association has adopted Bylaws to govern the organization or operation of the Subdivision and the use and enjoyment of the Lots and Common Area; provided that the same are not in conflict with the terms and provisions in this Declaration. The Association might adopt such amendments, modifications, or revisions to the Bylaws as it deems necessary for the governance, operation, and management of the Association and the Subdivision.

Section 3.03. **Membership**. Every person or entity that is a record owner of any Lot which is subject to the Maintenance Charge and other assessments provided herein, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership for each Lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of persons who may own a Lot (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Lot. Additionally, after the expiration of the Declarant Control Period, the Directors of the Association must be Members of the Association. Ownership of the Lots shall be the sole qualification for membership. The voting rights of the Members are set forth in the Bylaws of the Association. Membership is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's designated representative.

Section 3.04. **Classes of Membership**. The Association shall have two (2) classes of membership as follows:

(a) Class "A" Members. Class "A" Members shall be all Lot Owners with the exception of the Class "B" Member.

(b) Class "B" Members. The Class "B" Member shall be Declarant and any

successor of Declarant who takes title for the purposes of development and sale of Lots in the Subdivision; provided, however, that a Builder shall not be classified as a successor to the Declarant for the purposes of being a Class "B" Member.

The Class "B" Member's interest shall terminate and be converted to a Class "A" Member interest on or before the ninetieth (90th) day after the date that eighty percent (80%) of the Lots in all of the Phases of the Subdivision that may be made subject to this Declaration are conveyed to Class "A" Members. By way of example only, if all Phases of the Subdivision include 185 Lots, then the Class "B" Member's interest shall covert to a Class "A" Member interest upon the conveyance of One Hundred Forty-Eight (148) Lots to Class "A" Members.

Section 3.05. **Voting**. Class "A" Members shall be entitled to one (1) vote for each Lot of which they are record Owner. The Class "B" Member shall be entitled to ten (10) votes per Lot owned. Until such time as the construction plans are approved for Phase 2 and Phase 3 of the Subdivision, the number of votes attributable to the Declarant shall be calculated based on the following anticipated number of Lots for each respective Phase: (a) Phase 1 – Fifty-nine (59) Lots, (b) Phase 2 – Sixty-three (63) Lots, and (c) Phase 3 - Sixty-three (63) Lots. Upon the approval of the construction plans for each respective Phase, the number of votes to which the Declarant is entitled shall be calculated based on the actual number of Lots contained within such Phase.

Section 3.06. **Appointment of Board of Directors**. During the Declarant Control Period, the Class "B" Member shall be entitled to appoint and remove, in its sole and absolute discretion, the members of the Board of Directors and the officers of the Association. Notwithstanding the foregoing, at least one-third (1/3) of the members of the Board shall be elected by the Owners other than the Declarant not later than the tenth (10th) anniversary after this Declaration was recorded in the Official Public Records of Ellis County, Texas.

Section 3.07. **Owner's Right of Enjoyment**. Every Owner shall have a beneficial interest of use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) This Declaration, as it may be amended from time to time;

(b) Any restrictions or limitations contained in any deed conveying additional Common Area to the Association;

(c) The right of the Board to limit the number of guests who may use the

Common Area, and to adopt other Rules and Regulations regulating the use and enjoyment of the Common Area;

(d) The right of the Board to suspend the right of an Owner to use any recreational facilities within the Common Area for any period during which any Assessment or portion thereof owed by such Owner remains delinquent, and for a period not to exceed sixty (60) days for a single violation, or for a longer period in the case of any continuing violation, of the Declaration, Bylaws, or Rules and Regulations of the Association;

(e) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area, subject to the approval of sixty-seven percent (67%) of the votes of all Members eligible to vote;

(f) The right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees (which fees shall be separate from Assessments) for the use of any recreational facility situated upon the Common Area;

(g) The right of the Board to permit non-Member use of any recreational facility situated on the Common Area upon payment of user fees established by the Board;

(h) The right of the Association, acting through the Board, to mortgage any and all of its real or personal property as security for money borrowed or debts incurred, subject to the approval of sixty-seven percent (67%) of the votes of all Members eligible to vote;

(i) All easement rights necessary or desirable for the Association to perform its duties and enforce this Declaration;

(j) The right of the Association, acting through the Board, to grant easements pursuant to this Declaration; and

(k) The right of the Association, acting through the Board, to enter into and execute contracts with any party for the purpose of providing maintenance or other materials or services consistent with the purposes of the Association and this Declaration.

Section 3.08. Delegation of Rights. Any Owner may delegate his or her right of enjoyment of the Common Area to the members of his or her family, tenants, customers, clients, employees, agents, contractors, business, and social and business

invitees subject to reasonable regulation by the Board and in accordance with procedures the Board may adopt. Every Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to any portion his or her Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

Section 3.09. Declarant's Rights in Common Area. Declarant may retain the legal title to easements or fee simple parcels designated as Common Area. Declarant may, at any time after the date hereof, convey legal title to all or a portion of such Common Area to the Association. The Association shall be obligated to accept title to, operate and maintain the Common Area conveyed to the Association as elsewhere provided in this Declaration; provided, however, such Common Area shall be conveyed to the Association by Declarant free and clear of all encumbrances, except such encumbrances as may be set forth herein or on any recorded plat of the Subdivision.

ARTICLE IV.

USE AND CONSTRUCTION RESTRICTIONS

Section 4.01. Use. Each Lot in the Subdivision shall be used only for residential related purposes as set forth below. The Association, acting through the Board of Directors and Architectural Control Committee shall have the right and power to enforce the restrictions contained in this Declaration and all other dedicatory instruments.

Section 4.02. Single Family Residential Construction. Except as provided below, no building shall be erected, altered, placed or permitted to remain on any Lot other than one dwelling unit per each Lot to be used for single family residential purposes. All dwellings must conform to the Architectural Control Guidelines and approved by the ACC prior to construction. Any improvement commenced on any Lot shall be completed as to exterior finish and appearance within six (6) months from the construction commencement date. All garages will be of the same general construction as the main dwelling, and located on the Lot according to the building site plan approved by the Architectural Control Committee.

Section 4.03. Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may, with the prior written approval of the Architectural Control Committee, and with approval of the City, if required, consolidate such Lots, with the privilege of placing or constructing improvements on such resulting site, in which case the side set-back lines shall be measured from the resulting side Subdivision lines rather than the Lot lines as indicated on the Plat.

Section 4.04. Use of Temporary Structures. No structure of a temporary or

permanent character, whether trailer, motor home, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently.

Section 4.05. Walls, Fences, and Mail Boxes. Walls and fences must be approved prior to construction by the Architectural Control Committee and shall not be closer to front street Subdivision lines than the Lot boundary line and no closer than the Lot boundary line or side street lines, as shown on the Plat. Wire, and chain link fencing shall not be permitted. Fences must be constructed of wood, masonry, wrought iron or a combination thereof all individual must be of masonry construction and approved by the Architectural Control Committee.

Section 4.06. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes, unless said activity meets the following criteria: (a) no additional exterior sign of activity is present, (b) it is the type of action that usually happens in a home, (c) no additional traffic, that would not be there normally is created, and (d) nothing dangerous is present. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

Section 4.07. Garbage and Trash Disposal. Garbage and trash or other refuse shall not be permitted to be dumped at any place upon the Subdivision or adjoining land. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 4.08. Roof Shingles. Subject to this section, and approval by the ACC, Owners may install shingles that are designed to be wind and hail resistant, provide heating and cooling efficiencies greater and are more durable than those provided by customary composition shingles, and/or provide solar generation capabilities; however, when installed, they must resemble the shingles used or otherwise authorized for use on improvements on Lots in the Subdivision, and match the aesthetics of the Subdivision.

Section 4.09. Flags and Flagpoles. Subject to this section, and approval by the ACC, Owners may display a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces. The flag of the United States shall only be displayed in accordance with 4 U.S.C. Sections 5-10, which qualify the times and occasions for the flag's display, the position of the flag, and respect for it. The flag of the State of Texas shall only be displayed in accordance with Chapter 31 of the Texas Government Code. A flagpole attached to a dwelling or a

freestanding pole is to be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling on the Lot. The display of the flag, and its location and construction of the supporting flagpole shall comply with appropriate ordinances, easements and setbacks of record, and a displayed flag and flagpole on which it is flown shall be maintained in good condition. Any deteriorated flag or structurally unsafe flagpole shall be repaired, replaced or removed. A flagpole attached to the dwelling on a Lot may not exceed six (6) feet in height. A freestanding flagpole shall not exceed twenty (20) feet in height, measured from the ground base to the top of the flagpole. Illumination of permitted flags must be sub-surface and not exceed 200 watts, and positioned in a manner not directed toward and adjacent Lot.. A flag displayed on a freestanding flagpole shall not be more than ten (10) feet in height, and a flag displayed on a flagpole attached to a dwelling shall be no more than three (3) by five (5) feet. No more than one of each permitted flags may be displayed on a flagpole at any time. Owners may not install flagpoles or display flags in the Common Area without the express written consent of the Association.

Section 4.10. Installation and Display of Exterior Signs or Objects. No sign, display, or decorative object, including any holiday or religious decorations or objects, shall be installed, erected, or displayed on any structure or Lots except in accordance with the following:

(a) Signs. Owners may display on the Owner's Lot one or more signs advertising a political candidate or ballot item for an election on or after the ninetieth (90th) day before the date of the election to which the sign relates or ten (10) days after that election date. Signs shall be ground-mounted and display only one sign for each candidate or ballot item. Any sign that contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative components, is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object, includes the painting of architectural surfaces, threatens the public health or safety, is larger than four (4) feet by six (6) feet, violates a law, contains language, graphics, or any display that would be offensive to the ordinary person, or is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists is prohibited.

(b) Exterior Decorative Objects. If any Owner desires to install, erect, or display any oversized exterior decorative objects, whether natural or man-made, an application for approval must be submitted to and reviewed by the ACC prior to the installation or erection of any such oversized exterior

decorative objects, including holiday decorations. Oversized decorative objects are defined as any object exceeding twenty-four (24) inches in height and twenty-four (24) inches in either width or depth and includes, but is not limited to, oversized decorative objects such items as sculptures, fountains, driftwood, and free standing poles of any type. Oversized decorative objects will be considered based on their size, color, scale, location, compatibility with architectural and environmental design qualities and their visual impact of adjoining lots. The ACC shall act upon any application under this Section within fifteen (15) days from the date of submission of such application.

(c) Religious Item Displays. Owners may display or affix on the entry to the Owner's dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief.

(d) Restrictions; Board Guidelines. Notwithstanding the foregoing, the display or affixation of a sign, exterior decorative object, or religious item on an Owner's Lot or dwelling that threatens public health or safety, violates a law, or contains language, graphics, or any display that is patently offensive to a passerby is prohibited. The board of the Association may adopt reasonable guidelines and restrictions for the display of signs, exterior decorative objects, or religious items on an Owners Lot or dwelling, including, without limitation, guidelines and restrictions relating to size, materials, time period for display, and location or proximity to streets, easements, public facilities, or other Lots. This Section does not authorize an Owner to use a material or color for an entry door or door frame, or make an alteration to the door or door frame of the Owner's dwelling that is not authorized by the ACC and Design Guidelines. The Association may, upon reasonable notice to the Owner as set forth in subsection (f) below, remove an item displayed in violation of this Section.

(e) Subject to the restriction of subsections (a) - (d) above, holiday decorations are generally exempt from this requirement, but shall not be displayed more than forty-five (45) days before or fifteen (15) days after the holiday has occurred.

(f) In the event of a violation of this Section, the Association shall give the Owner written notice thereof. If the Owner fails to remove such sign or object or otherwise correct such violation within ten (10) days from the receipt of such notice, the Association shall have the right to remove, at the Owner's cost and expense, any such sign, exterior decorative object, or

item displayed in violation of this Section.

Section 4.11. **Solar Energy Devices**. Subject to this Section, and approval by the ACC within forty-five (45) days of submission of a plan, Owners may install solar energy devices on the roof of the dwelling or other permitted improvement on a Lot, or in a fenced yard or patio not taller than the fence line. As used in Section 202.010 of the Property Code, "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power". The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. A solar energy device is not permitted anywhere on a Lot except on the roof of the residential dwelling or other permitted structure on the Lot or in a fenced yard or patio within the Lot. A solar energy device may not extend higher than the dwelling's or other permitted improvement's roofline, and shall conform to the slope of the roofline, shall have a frame, support bracket, or visible piping that is a silver, bronze, or black tone commonly available in the marketplace, and shall be located on a roof as designated by the ACC, unless an alternate location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device if located in the area designated by the ACC. For determining estimated annual energy production, the parties shall use a publicly available modeling tool provided by the National Renewable Energy Laboratory. A solar energy device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the yard or patio. A solar energy device shall not be installed on a Lot in a manner that voids material warranties. A solar energy device that, as adjudicated by a court threatens the public health or safety, violates a law, or is located in the Common Area is prohibited. The ACC may not withhold approval if the guidelines of this section are met or exceeded, unless the ACC determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes *prima facie* evidence that substantial interference does not exist. During the Development Period, Declarant may prohibit or restrict an Owner from installing a solar energy device.

Section 4.12. **Rain Barrels and Rain Harvesting Systems**. The use and/or installation of rain barrels or a rain harvesting system on the Owner's Lot shall be governed by Section 202.007 of the Property Code, subject to the following circumstances or restrictions:

(a) No rain barrel or rainwater harvesting system shall be permitted in the

Common Area or located on a Lot between the front of the dwelling and an adjoining or adjacent street, be of a color inconsistent with the color scheme of the Owner's dwelling, display any language or other content that is not typically displayed by a barrel or system as it is manufactured.

(b) The Design Guidelines shall regulate the size, type and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a dwelling or any other location that is visible from a street, another Lot, or the Common Area, provided, however, that no such regulation or restriction shall prohibit the economic installation of the device or appurtenance on the Owner's Lot.

(c) An Owner shall provide reasonably sufficient area on a Lot to install any rain barrel, rainwater harvesting device, or other appurtenance.

Section 4.13. Laws and Ordinances. Owners, their lessees, guests, and invitees, shall comply with all laws, ordinances, and statutes applicable to their Lot and the Subdivision, and any violation may be considered a violation of this Declaration or other dedicatory instrument.

ARTICLE V.

ARCHITECTURAL CONTROL

Section 5.01. Basic Control. No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced or changes made in the design or exterior appearance thereof (excluding, without limitation, painting staining or siding) or any addition or exterior alteration made thereto after original construction or demolition or destruction by voluntary action made thereto after original constructed, on any Lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Architectural Control Committee of the construction plans and specification for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument. Each application made to the ACC shall be accompanied by two sets of plans and specifications for all proposed construction (initial or alteration) to be done on such Lot, including plot plans showing location on the Lot.

Section 5.02. Architectural Control Committee. The authority to grant or withhold architectural control approval as referred to above is in the Architectural

Control Committee composed of three (3) Members of the Association, who shall, during the Development Period, be appointed by Declarant. The ACC shall have exclusive jurisdiction over all original construction on the Lots and over modifications, additions, or alterations made on or to the improvements on the Lots. After the Development Period, the members of the ACC shall be appointed annually by the Board. Subject to the approval of the Declarant or the Board, as applicable, the ACC may establish and charge reasonable application and review fees, and costs reimbursement guidelines, for its review of plans.

Section 5.03. Design Guidelines. The ACC shall adopt such standards or guidelines ("Design Guidelines") as it determines for the construction or alteration of improvements on the Lots and for landscaping, and establish application and review procedures for submitted plans. The ACC shall make the Design Guidelines available to Owners and Contractors who seek to engage in construction upon a Lot and who shall conduct their operations strictly in accordance therewith.

Section 5.04. Consulting Professionals. The ACC is authorized, but not obligated, to retain the services of consulting professionals such as building architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the ACC in performing its functions set forth herein. The costs of the services of such consultants shall be an Owner expense if required for services regarding plans submitted for the Owner's Lot, except to the extent such costs are covered by a plan review fee established by the ACC, if it elects to establish such a fee.

Section 5.05. Effect of Approval. The granting of the approval shall constitute only an expression of opinion by the ACC that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and, such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reasons of the good faith exercise thereof.

Section 5.06. Appointment of ACC; Authority of Association; Declarant as Member. During the Development Period, Declarant may appoint all members of the ACC and is entitled to remove and replace any of same, and in all other respects to exercise all rights and authority of the Association as set forth in this Declaration and other dedicatory instruments. Without limitation of the foregoing, the provisions of this Declaration or any other dedicatory instruments regarding qualifications for members of the ACC are hereby specifically declared inapplicable to Declarant during the

Development and Declarant Control Periods.

Section 5.07. ACC Approval not Required; Declarant's ACC Authority as to Initial Development of Lots. Declarant and any Contractor as so designated by Declarant are not required to obtain ACC approval or otherwise comply with any provisions of this Article until completion of the initial sale of each Lot, and Declarant hereby reserves and retains full and exclusive authority of the ACC as to each Lot, until completion of the initial sale. The foregoing applies notwithstanding any other provisions of this Declaration or any other dedicatory instruments until completion of the initial sale of all Lots within the Subdivision. As to each Lot, "completion of the initial sale" occurs upon substantial completion of the construction of a single-family residence and related improvements upon the Lot and the sale of the Lot to a person other than Declarant or a builder for use and occupancy of the Lot for a single-family dwelling.

ARTICLE VI.

MAINTENANCE FUND

Section 6.01. Maintenance Fund Obligation. Each Owner, by acceptance of a deed to a Lot, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association an annual Maintenance Charge, and any other assessments or charges hereby levied.

Section 6.02. Maintenance Charge. The Maintenance Charge shall be used to create the Maintenance Fund, which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Lot to the Association. The Maintenance Charge for the year of purchase shall be prorated at closing and then shall be paid annually, in advance, on or before the first day of the first month of each calendar year. Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Maintenance Charge by the non-use of any Common Areas or by the abandonment of his or her Lot. The initial amount of the Regular Assessment applicable to each Lot will be $ per year due in advance, payable on January 1st of each year. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Declarant or the Board of Directors of the Association, subject to the provisions hereof. The Association, shall have the right at any time, to adjust the Regular Assessment from year to year as it deems proper to

meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder.

Section 6.03. **Special Assessment**. In addition to the Regular Assessment, the Association may upon the affirmative vote of two-thirds (2/3) of the Members of the Association at a meeting duly called for such purpose levy a Special Assessment in any year for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property. Notwithstanding the foregoing, if an emergency exists such that the Board of Directors determines that the repair of a capital improvement upon the Common Area is necessary to eliminate or reduce the risk of injury to third parties and there is not enough money held by the Association, in reserve or otherwise, to repair the capital improvement to reduce or eliminate this risk, the Board of Directors may levy a Special Assessment in an amount sufficient to repair the capital improvement to reduce or eliminate such risk without the affirmative vote of two-thirds (2/3) of the Members of the Association.

Section 6.04. **Capital Budget and Contribution**. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to meet the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and general assessment. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

Section 6.05. **Commencement Date of Annual Assessments**. The Association shall levy the first annual Regular Assessment provided for herein, based on the operating budget for the remainder of the initial calendar year, on the first day of the month following the initial conveyance of the Common Area to the Association. Thereafter the Regular Assessments shall continue from calendar year to calendar year.

Section 6.06. **Common Area Exempt**. All Common Areas and all portions of the Subdivision owned or otherwise dedicated to any political subdivision, shall be exempt from the assessments and liens created herein.

Section 6.07. **Transfer and Other Fees**. A transfer fee of may be charged by the Association or its Managing Agent to reflect changes of ownership, tenancy or occupancy on the records of the Association. The right and authority to set the amount of, and receive payment of charges for, statements of Maintenance Charges, Regular Assessments, Special Assessments or other indebtedness, resale certificates, and similar

responses and transfer fees as aforesaid is deemed to be assigned by virtue of contracting with a Managing Agent to provide the associated functions and services for so long as the applicable contract remains in effect, unless the applicable contract expressly provides otherwise.

ARTICLE VII.

COLLECTION OF MAINTENANCE CHARGES

Section 7.01. Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge, and other charges and assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot, which may be foreclosed judicially or by Expedited Foreclosure Proceedings, pursuant to the provisions of Section 209.0092 of the Property Code and Texas Rules of Civil Procedure Rules 735 and 736 (and any successor statutes); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. Expedited Foreclosure Proceedings are not required under this Section if the Owner of the Lot to be foreclosed agrees in writing to waive said Expedited Foreclosure Proceedings at the time the foreclosure is sought. A waiver under this Section may not be required as a condition of the transfer of title to a Lot.

Section 7.02. Prerequisites to Foreclosure. Prior to referring an Owner's account to a collection agent, the Association is shall provide written notice, by certified mail, return receipt requested, that specifies each delinquent amount and the total amount of the payment required to make the account current, describes the options the Owner has to avoid the referral including payment plan options, and provides at least 30 days to cure the delinquency before further action is taken.

Section 7.03. Collection Fees. Owners are not liable for costs that are dependent or contingent on amounts recovered, or under an agreement that does not require the Association to pay all fees for the action taken by the collection agent.

Section 7.04. Contact. An agreement between the Association and a collection agent may not prohibit an Owner from contacting the Association's Board of Directors or Managing Agent regarding their delinquency.

Section 7.05. Non-Transferability of Lien. The Association shall not sell or transfer its interest in accounts receivable except for the purpose of collateral for a loan.

Section 7.06. Alternative Payment Schedule. Pursuant to Section 209.062 of the Property Code, the Association hereby adopts reasonable guidelines to establish an

alternative payment schedule by which an owner may make partial payments for delinquent regular or special assessments or any other amount owed without incurring additional penalties. The Association hereby adopts the following guidelines with regard to alternative payment schedules for delinquent assessments and other amounts owed by an Owner:

(a) Term. The minimum term for a payment agreement shall be (3) three months and the maximum shall be (18) eighteen months from the date of the Owner's request for a payment plan. Subject to such minimum and maximum terms, the Association shall determine the appropriate term of the payment plan in its sole discretion.

(b) Form. Any and all alternative payment agreements shall be in writing and signed by the Owner and a duly authorized member of the Board of the Association.

(c) Additional Monetary Expense. So long as an Owner is not in default under the terms of the payment agreement, the Owner shall not incur additional monetary expenses; however, the Owner shall be responsible for all interest accruing during the term of the payment plan as well as reasonable costs associated with administering the payment plan or interest.

(d) Application of Payments. If at the time the Association receives a payment, the Owner is not in default under an alternative payment agreement, the Association shall apply the payment to the owner's debt in the following order of priority: (i) any delinquent assessment; (ii) any current assessment; (iii) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure; (iv) any attorney's fees incurred by the Association that are not subject to subsection (c); (v) any fines assessed by the Association; and (vi) any other amounts owed to the Association.

(e) Default. If the Owner defaults under a payment plan agreement, the account may immediately be turned over to the Association's attorney for collection. The Association shall not be required to enter into an alternative payment agreement with an Owner who failed to honor the terms of a previous payment agreement during the two (2) years following the Owner's default under the previous alternative payment agreement. At the discretion of the Association, an Owner who failed to honor the terms of a previous payment agreement may be required to

waive Expedited Foreclosure Proceedings under Section 209.0092 of the Act as a condition to an additional alternative payment agreement. If, at any time the Association receives a payment from an Owner who is in default of an alternative payment agreement, the Association is not required to apply the payment in the order of priority specified by Paragraph 4, Sections (a) through (f) above.

The Association may reduce or waive some or all of the charges addressed by this policy on an *ad hoc* basis without waiving the right to charge such fees on future requests.

Section 7.07. Notice and Opportunity to Cure for Certain Other Lienholders. The Association may not foreclose its assessment lien by Expedited Foreclosure Proceedings or judicially unless it has: provided written notice by certified mail, return receipt requested, of the total amount of the delinquency to any other holder of a lien that is inferior or subordinate to the Association's lien and is evidenced by a deed of trust; and provided the recipient of the notice an opportunity to cure within sixty-one (61) days from the receipt of the notice.

Section 7.08. Foreclosure Sale Prohibited in Certain Circumstances. The Association may not foreclose its assessment lien for debts consisting solely of fines or attorneys' fees associated with the fines assessed, or for copy charges under its Open Records Policy, pursuant to § 209.005 of the Act.

Section 7.09. Assessment Lien Filing. In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, the Association may file a claim of lien against the Lot of the delinquent Owner by recording a Notice of Lien setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have accrued thereon, (d) the legal description and street address of the Lot against which the lien is claimed and (e) the name of the Owner. The Notice of Lien shall be recorded in the Official Public Records of Ellis County, Texas, and is a legal instrument affecting title to a Lot, and shall be prepared by the Association's attorney. When all amounts claimed under the Notice of Lien and all other 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 of satisfaction of the delinquent assessment upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such instrument.

Section 7.10. Attorney's Fees. All attorney's fees, costs, and other amounts collected from an Owner shall be deposited into an account maintained at a financial institution in the name of the Association or its Managing Agent. Only Board members

or the Association's Managing Agent or employees of its Managing Agent may be signatories on the account. On written request from the Owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs.

Section 7.11. Notice After Foreclosure Sale. After the Association conducts a foreclosure sale of an Owner's Lot, the Association must send to the Owner and to each lienholder of record, not later than the thirtieth (30th) day after the date of the foreclosure sale, a written notice stating the date and time the sale occurred and informing the Lot Owner and each lienholder of record of the right of the Lot owner and lienholder to redeem the property. The notice must be sent by certified mail, return receipt requested, to the Lot Owner's last known mailing address, as reflected in the records of the Association, the address of each holder of a lien on the Lot subject to foreclosure evidenced by the most recent deed of trust filed of record in the real property records of the county in which the property is located, and the address of each transferee or assignee of a deed of trust who has provided notice to the Association of such assignment or transfer. Notice provided by a transferee or assignee to the Association shall be in writing, shall contain the mailing address of the transferee or assignee, and shall be mailed by certified mail, return receipt requested, or United States mail with signature confirmation to the Association according to the mailing address of the Association pursuant to the most recent Management Certificate filed of record. If a recorded instrument does not include an address for the lienholder, the Association does not have a duty to notify the lienholder as provided by this section. For purposes of this section, the Lot Owner is deemed to have given approval for the Association to notify the lienholder. Not later than the thirtieth (30th) day after the date the Association sends the notice, the Association must record an affidavit in the Real Property Records, stating the date on which the notice was sent and containing a legal description of the Lot. Any person is entitled to rely conclusively on the information contained in the recorded affidavit. The notice requirements of this section also apply to the sale of an Owner's Lot by a sheriff or constable conducted as provided by a judgment obtained by the Association.

Section 7.12. Right of Redemption After Foreclosure. The Owner of a Lot in the Subdivision or a lienholder of record may redeem the property from any purchaser at a sale foreclosing a the Association's assessment lien not later than the one hundred eightieth (180th) day after the date the Association mails written notice of the sale to the Owner and the lienholder under Sections 209.010 and 209.011 of the Property Code. A lienholder of record may not redeem the Lot as provided herein before ninety (90) days after the date the Association mails written notice of the sale to the Lot Owner and the lienholder under the Property Code, and only if the Lot Owner has not previously redeemed. A person who purchases a Lot at a sale foreclosing the Association's assessment lien may not transfer ownership of the Lot to a person other than a

redeeming Lot Owner during the redemption period.

Section 7.13. Removal of Foreclosure Authority. The right to foreclose the lien on real property for unpaid amounts due to the Association may be removed by a vote of at least sixty-seven percent (67%) of the total votes allocated in the Association. Owners holding at least ten percent (10%) of all voting interests may petition the Association and require a special meeting to be called for the purposes of taking a vote for the purposes of this section. This section is required pursuant to §209.0093 of the Property Code, and should this provision be amended or repealed in any form, this section shall be deemed to be automatically amended or repealed in accordance therewith.

Section 7.14. Right of Declarant to Set Rate. During the Development Period, Declarant is entitled to change the annual rate of a Regular or Special Assessment as set forth in this section without the joinder, vote, or consent of any Owner and without further formality than giving notice. Without limitation to the foregoing, the provisions regarding disapproval of an annual rate of Regular or Special Assessments is specifically declared inapplicable when the rate is set by Declarant under this Section.

Section 7.15. Payment of Assessments by Declarant during Development Period. Notwithstanding any provision herein to the contrary, so long as a Class "B" membership exists, Declarant shall pay twenty-five percent (25%) of the Regular Assessment Declarant would owe pursuant to this Declaration as a Class "A" Member; and, as long as Declarant is a Class "B" Member, Declarant, or any assigns of Declarant, shall pay any deficiency in the operating budget, less capital contributions and reserves for the Common Expenses for the Subdivision, which deficiency shall be reimbursed to Declarant by the Association as funds become available.

Section 7.16. Assessments for Contractors. From the date a Contractor acquires a Lot until the earlier of (a) the date a residence is constructed thereon and sold to another person or (b) the date which is eighteen (18) months thereafter, each Contractor shall pay fifty percent (50%) of the Assessments such Contractor would owe pursuant to this Declaration as a Class "A" Member.

ARTICLE VIII.

DUTIES AND POWERS OF THE ASSOCIATION

Section 8.01. General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall

have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the members, to maintain, improve and enhance the Common Areas and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration and other dedicatory instruments.

Section 8.02. Duty to Manage and Care for Common Area. The Association shall manage, operate, care for, maintain and repair all Common Areas and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. The duty to operate, manage and maintain the Common Areas shall include, but not be limited to the management, maintenance, repair and upkeep of the Subdivision and Common Areas.

Section 8.03. Duty to Insure. The Association shall obtain such property and casualty, general liability, errors and omission, and other insurance coverages as may be required by law, and as the Association shall deem necessary or desirable. During the Declarant Control Period, the Association shall name the Declarant as an additional insured on any such policy of insurance.

Section 8.04. Duty to Prepare Annual Budget. The Association shall prepare annual budgets for the Association, which shall include a reserve fund for the maintenance of the Common Areas.

Section 8.05. Duty to Levy and Collect the Maintenance Charge. The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

Section 8.06. Duty to Provide Annual Review. The Association shall provide for an annual un-audited independent review of the accounts of the Association. Copies of the review shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable cost of copying, pursuant to the Association's Open Records Policy, pursuant to § 209.005 of the Property Code.

Section 8.07. Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the Architectural Control Committee as elsewhere provided in this Declaration.

Section 8.08. Duty to Prepare and Record Management Certificates. The Association shall record in the Official Public Records of Ellis County, Texas a Management Certificate, signed by an officer of the Association, or the Managing Agent

stating the name of the Subdivision, the name of the Association, the recording data of the Subdivision, the recording data of this Declaration, the name and mailing address of the Association, the name and mailing address of the Association's Managing Agent or designated representative, and other information the Association considers appropriate. The Association shall record an amended Management Certificate not later than the thirtieth (30th) day after the Association has a change in any information required herein. The Association, and its officers, Directors, employees, and agents are not subject to liability to any person for a delay in recording, or a failure to record the Management Certificate, unless the delay or failure is caused by gross negligence.

Section 8.09. **Power to Acquire Additional Property and Construct Improvements**. The Association may acquire additional property (including leases) for the common benefit of Owners including improvements and personal property. The Association may construct improvements on such property and may demolish existing improvements.

Section 8.10. Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce Rules and Regulations, and levy fines, as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Areas, and the use of any other property, facilities or improvements owned or operated by the Association.

ARTICLE IX.

ENFORCEMENT

Section 9.01. **Power to Enforce Restrictions Contained in Association Dedicatory Instruments**. The Association or their designated agent shall have the power to enforce the provisions of this Declaration, Bylaws, Design Guidelines and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Owner. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of the dedicatory instruments by any one or more of the following means:

(a) By entry upon any Lot within the Subdivision, after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without written or oral notice to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability in trespass or otherwise by the Association to the Owner thereof, for the purpose of

enforcement;

(b) By commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach;

(c) By exclusion, after notice and hearing, of any Owner from use of any recreational facilities within the Common Areas during and for up to sixty (60) days following any breach, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues;

(d) By levying and collecting, after notice and hearing, reimbursement to the Association for the costs incurred by the Association (including, but not limited to pre-litigation attorney's fees) in connection with the remedy of such breach;

(e) By levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties established in advance in the Rules and Regulations of the Association, from any Member for breach of the dedicatory instruments; and/or

(f) By taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Owner, plus attorney's fees incurred by the Association with respect to exercising such remedy.

Section 9.02. Duty to Provide Notice Before Enforcement Action. Before the Association may suspend an Owner's right to use the Common Area, file a suit against an Owner other than a suit to collect a Maintenance Charge, or a Regular or Special Assessment or foreclose under the Association's lien, charge an Owner for property damage, or levy a fine for a violation of the Declaration, Bylaws, Design Guidelines, or Rules and Regulations, the Association or its Managing Agent must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner and inform the Owner that the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension (unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months), may request a hearing under Section 209.007 of the Act on or before the thirtieth (30th) day after the date the Owner receives the notice, and may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the Owner is serving on active military duty.

Section 9.03. Hearing Before Board; Alternative Dispute Resolution. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board of Directors if a committee is not appointed. If a hearing is to be held before a committee, the notice prescribed by Section 209.006 of the Property Code must state that the Owner has the right to appeal the committee's decision to the Board by written notice. The Association shall hold a hearing under this section not later than the thirtieth (30th) day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting. The Association shall hold a hearing under this section not later than the thirtieth (30th) day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting and may use alternative dispute resolution services. The Owner's presence is not required to hold a hearing.

Section 9.04. Attorney's Fees. The Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to collecting amounts, including damages, due the Association for enforcing restrictions contained in its dedicatory instruments only if the Owner is provided a written notice that attorney's fees and costs will be charged to the Owner if the delinquency or violation continues after a date certain. An Owner is not liable for attorney's fees incurred by the Association relating to a matter described by the notice under this Section if the attorney's fees are incurred before the conclusion of the hearing; or, if the Owner does not request a hearing, before the date by which the Owner must request a hearing. All attorney's fees, costs, and other amounts collected from an Owner shall be deposited into an account maintained at a financial institution in the name of the Association or its Managing Agent. Only Board members or the Association's Managing Agent or employees of its Managing Agent may be signatories on the account. On written request from the Owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs; provided, however, that nothing contained in this Section shall (a) be construed or interpreted as any waiver of the attorney-client privilege between the Association and its attorneys or (b) require the association, In the giving of any notice required hereunder, to reveal or disclose any

attorney-client communications or information relating to legal services performed by such attorneys on behalf of the Association.

ARTICLE X.

SUBDIVISION INFORMATION

Section 10.01. **Delivery of Subdivision Information to Owner**. Not later than the tenth (10th) business day after the date a written request for Subdivision information is received from an Owner or the Owner's agent, a purchaser of a Lot or Lots in the Subdivision or the purchaser's agent, or a title insurance company or its agent acting on behalf of the Owner or purchaser, and the evidence of the requestor's authority to order a resale certificate is received and verified, the Association shall deliver to the Owner or the Owner's agent, the purchaser or the purchaser's agent, or the title insurance company or its agent a current copy of the Declaration, Bylaws and Rules of the Association and a resale certificate prepared not earlier than the sixtieth (60th) day before the date of delivery that complies with Property Code § 207.003. For a request from a purchaser of property in the Subdivision or the purchaser's agent, the Association may require the purchaser or purchaser's agent to provide to the Association, before the Association begins the process of preparing or delivers the items listed, reasonable evidence that the purchaser has a contractual or other right to acquire property in the Subdivision. A resale certificate must contain a statement of any right of first refusal, other than a right of first refusal that is prohibited by statute, and any other restraint contained in the dedicatory instruments that restricts the Owner's right to transfer the Owner's Lot, the frequency and amount of any Maintenance Charge and Regular Assessments, the amount and purpose of any Special Assessment that has been approved before and is due after the resale certificate is delivered, the total of all amounts due and unpaid to the Association that are attributable to the Owner's Lot, capital expenditures, if any, approved by the Association for the current fiscal year, the amount of reserves, if any, for capital expenditures, the Association's current operating budget and balance sheet, the total of any unsatisfied judgments against the Association, the style and cause number of any pending lawsuit in which the Association is a party, other than a lawsuit relating to unpaid *ad valorem* taxes of an individual member of the Association, a copy of a certificate of insurance showing the Association's property and liability insurance relating to the Common Areas and common facilities, a description of any conditions on the Owner's Lot that the Board has actual knowledge are in violation of the Declaration or Bylaws or Rules, a summary or copy of notices received by the Association from any governmental authority regarding health or housing code violations existing on the preparation date of the resale certificate relating to the Owner's Lot or any Common Areas, the amount of any administrative or transfer fee charged by the Association or its Managing Agent for a change of ownership of Lots in the Subdivision, the name, mailing address, and

telephone number of the Association's Managing Agent, a statement indicating whether the restrictions allow foreclosure of the Association's lien on the Owner's Lot for failure to pay assessments, and a statement of all fees associated with the transfer of ownership, including a description of each fee, to whom each fee is paid, and the amount of each fee. The Association may charge a reasonable fee to assemble, copy, and deliver the information required by this section and may charge a reasonable fee to prepare and deliver an update of a resale certificate. The Association may require payment before beginning the process of providing a resale certificate but may not process a payment until the resale certificate is available for delivery. The Association may not charge a fee if the resale certificate is not provided in the time prescribed. The Association shall deliver the information required to the person specified in the written request. A written request that does not specify the name and location to which the information is to be sent is not effective. The Association may deliver the information required and any update to the resale certificate by mail, hand delivery, or alternative delivery means specified in the written request. Neither the Association nor its Managing Agent is required to inspect a Lot before issuing a resale certificate or an update. Not later than the seventh (7th) business day after the date a written request for an update of a resale certificate is received from an Owner, Owner's agent, or title insurance company, the Association shall deliver to the Owner, Owner's agent, or title insurance company or its agent an updated resale certificate that contains the following information: if a right of first refusal or other restraint on sale is contained in the dedicatory instruments, a statement of whether the Association waives the restraint on sale; the status of any unpaid Regular or Special Assessments, Maintenance Charges, dues, or other payments attributable to the Owner's Lot(s); and any changes to the information provided in the resale certificate issued previously. Requests for an updated resale certificate must be made within one hundred eighty (180) days of the date the original resale certificate was issued. The updated request may be made only by the party requesting the original resale certificate.

Section 10.02. **Online Subdivision Information Required**. The Association shall make the dedicatory instruments relating to the Subdivision and filed in the county deed records available on its website, if the Association has, or its Managing Agent on behalf of the Association maintains, a publicly accessible website.

ARTICLE XI.

GENERAL PROVISIONS

Section 11.01. **Term**. The provisions hereof shall run with all Lots within the Subdivision and in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall be automatically

extended for successive periods of ten (10) years each.

Section 11.02. Amendment. This Declaration may be amended and or modified only in accordance with the following:

(a) By Declarant. Declarant, during the Development and Declarant Control Periods, reserves the sole and exclusive right, without joinder or consent of any Owner, to (i) amend, restate, modify or repeal, this Declaration and other dedicatory instruments; (ii) amend, revise, modify, or vacate any Plat; and (iii) annex and subject any other property to the scheme of this Declaration, provided that any annexation is not inconsistent with the scheme of the Subdivision. This Declaration or other dedicatory instrument of the Subdivision may not be amended during the period of time between which Declarant loses the majority of voting rights and the time a new Board of Directors of the Association, consisting of Owner Members, assumes office.

(b) By Owners. This Declaration may be amended or restated by the written agreement or by signed ballots voting for such of not less than sixty-seven percent (67%) of all of the Owners in the Subdivision. There shall be one (1) vote per Lot. Anyone owning more than one Lot shall have one vote for each Lot owned. Such amendment must be approved by said Owners within three hundred and sixty-five (365) days of the date the first Owner executes such amendment. Otherwise, such amendment shall fail. If the amendment is adopted it shall bind and affect the respective Lots whose Owners shall approve such amendment from the time alter the date such amendment is approved by each Owner. The date an Owner's signature is acknowledged shall constitute *prima facia* evidence of the date of execution and adoption of said amendment by such Owner. Those Members entitled to cast not less than sixty-seven percent (67%) of all of the votes of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Ellis County, Texas, accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of Members voted in favor of the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose.

(c) By the Association. The Board of Directors has the right in its sole judgment, from time to time, and at any time, to amend this Declaration without joinder of any Owner or Member for the following purposes:

(i) to resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors, or omissions herein; or (ii) to conform this Declaration to the requirements of any lending institution; provided, the Board has no obligation whatsoever to amend this Declaration in accordance with any such lending institution requirements, and the Board may not so amend this Declaration if, in the sole opinion of the Board, any substantive and substantial rights of Owners would be adversely affected thereby;

(ii) to conform this Declaration to the requirements of any governmental agency, including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Agency, Veterans Administration, or Federal Housing Administration, and in this respect, the Board shall so amend this Declaration to the extent required by law upon receipt of written notice of such requirements and request for compliance;

(iii) to amend the Rules and Regulations of the Association, if the Board deems appropriate to comply with the scheme of the Declaration and the Subdivision; and

(iv) to amend the alternative payment schedule for certain assessments, open records policy, records retention policy, and/or other policies to comply with the Act.

Section 11.03. **Severability**. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity of unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 11.04. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and estates.

Section 11.05. **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to applicable principles of conflict of laws that might otherwise govern, and shall be performable in Ellis County, Texas. The parties hereby submit to the nonexclusive jurisdiction of the United States District Court for the Northern

District of Texas and of any State Court sitting in Ellis County, Texas for the purposes of all legal proceedings arising out of or relating to this Agreement or the transaction contemplated hereby. The parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

Section 11.06. **Notices.** All notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms of this Agreement to be given to any party hereto shall be in writing, and any such communication shall become effective three (3) business days after being deposited in the United States mails, certified or registered, with appropriate postage prepaid for first class mail or, if delivered by hand or courier service or in the form of a telex, telecopy or telegram, when received (if received during normal business hours on a business day, or if not, then on the next business day thereafter), and shall be directed to the following address or telefax number:

To the Declarant:	Shaw Development, LLC Attention: Massey Shaw 11015 Royalshire Dr. Dallas, Texas 75230
With a copy (which shall not constitute notice) to:	James P. Moon, Esq. Kaplan & Moon, PLLC 500 Interstate 35-E North, Suite A Red Oka, Texas 75154
If to the Association:	Bryson Manor Homeowners'' Association Attention: Massey Shaw 11015 Royalshire Dr. Dallas, Texas 75230
If to an Owner:	To the street address of the Lot owned by the Owner within the Subdivision, or such other street address as the Owner shall provide to the Association in writing

Section 11.07. **Liberal Interpretation**. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose and intent of this Declaration.

Section 11.08. **Successors and Assigns**. The provisions hereof shall be binding upon and inure to the benefit of the Owners and the Association, and respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 11.09. **Effect of Violations on Mortgages**. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 11.10. **Terminology**. All personal pronouns used in this Declaration and exhibits attached, if any, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural and vice versa. Titles of articles and sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself.

Section 11.11. **Number and Gender**. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

Section 11.12. **No Representations or Warranties**. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association or its agents or employees in connection with any portion of the Subdivision, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

Section 11.13. **Captions**. The titles, headings, captions, articles and section numbers used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

Section 11.14. **Not a Condominium**. This Declaration does not and is not intended to create a condominium within the meaning of the Texas Condominium Act.

[Signatures follow on next page.]

IN WITNESS WHEREOF, Declarant executes this Declaration, effective as of the Effective Date.

SHAW DEVELOPMENT, LLC,
a Texas Limited Liability Company

By: _____
MASSEY SHAW. Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ELLIS §

BEFORE ME the undersigned authority, this instrument was acknowledged before me by MASSEY SHAW, the Manager and duly-authorized representative of SHAW DEVELOPMENT , LLC., a Texas Limited LIBILITY Company, on behalf of said company, on the 15th day of July, 2015.

_____
Notary Public - State of Texas

My Commission expires:

ASHLEY LOVE
Notary Public, State of Texas
My Commission Expires
February 26, 2018

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[Insert legal description]

EXHIBIT "A"

TRACT 1: (Fee Simple)

BEING all of a called 122 acre tract in the J.R. BILLINGSLEY SURVEY, Abstract No. 80, Ellis County, Texas, as conveyed to Stanley and Mobley Springer as recorded in Volume 1344, Page 726 of the Official
Public Records of Ellis County, Texas, (OPRECT), of Ellis County, Texas , and being more particularly described as follows:

BEGINNING at a 1/2" steel rod found for the most Easterly North corner of the aforesaid Springer tract and same for this tract, said rod also being the Southeast corner of a called 113 acre tract conveyed to Donald Cox as recorded in Volume 637, Page 646 of the Deed Records of Ellis County, Texas (DRECT), said point also being in the West line of a called 17.20 acres as conveyed to L.T. Hinehliffe and recorded in Volume 634, Page 644 DRECT;

THENCE S 18°36'08" W, (Deed S 19° W) 697.35 along the East line of this tract and Same for the said Springer Tract and along the west line of the 17.20 acre tract to a 1/ 2" steel rod set at the most Easterly Southeast comer of the aforesaid Springer tract and same for this tract, said rod also being the Northeast corner of OVILLA PARC, an 82.230 acre subdivision in the City of Ovilla, as recorded in Cabinet G, Slides 55-56 of the Plat Records of Ellis County, Texas;

THENCE S 71°05'06" W (Plat & Survey Reference Bearing) along the Southeast line of this tract and the said Springer Tract and along the Northwest line of said Ovilla Parc, at 1696.58 feet pass a 1/2" steel rod found, in all, 1704.15 feet to a fence corner post for corner;

THENCE S 37°57'56" W, (Deed - S 39° W) 911.85 feet along the Southeast line of this tract and the Northwest line of Ovilla Parc to a 1/2" steel rod found for the most Westerly northwest corner of Ovilla Parc, said point also being the North corner of a 9.50 acre tract conveyed to Alan D. Glaser and wife as recorded in Volume 1370, Page 961 OPRECT;

THENCE S 37°47'56" W, (Deed — S 39° W) continuing along the Southeast line of the aforesaid Springer tract and same for this tract and the North line of said Glaser tract, at 1279.98 feet pass a 1/2" steel rod found for witness, in all 1311.00 feet to a point in the center of Shiloh Road for the most Southerly Southeast corner of this tract, said point also being in the occupied South line of the said Billingsly Survey;

THENCE WEST, (Same Bearing as Deed) along said centerline of Shiloh Road and the South line of this tract and same for the said Springer Tract and same for the said Billingsley Survey at approximately 915.66 feet pass the intersection of Bryson Road (South) with Shiloh Road, continuing and in all, 1027.61 feet to the centerline intersection of Shiloh Road and Bryson Road (North), for the occupied Southwest corner of said Billingsley Survey and also being the Southwest corner of the aforesaid Springer tract, said point also being the Southeast comer of a called 170 acre Second tract as conveyed to John Rounsaville, as recorded in Volume 483 Page 330 DRECT;

THENCE N 00°30'00" W, (Deed — North) along the centerline of Bryson Road and the occupied West line of said Billingsley survey, 1653.84 feet to a bend point in said Bryson Road, said point also being the South corner of a called 5.1 acre First tract as conveyed to John Rounsaville, and recorded in Volume 483 Page 330 DRECT;

THENCE N 42°13'59" E (Deed N 42°15' E) along the Westerly Northwest line of this tract and same for the said Springer Tract and the Southeast line of the 5.1 acre tract at 400.23 feet pass a 1/2" steel rod set at a fence corner for the Southeast corner of the 5.1 acre tract and being the Southwest corner of a called

3.678 acre tract conveyed to Harvey Dickson as recorded in Volume 565, Page 25 DRECT, in all 1340.90 feet along the Southeast line of the 3.678 acre tract to a 1/2" steel pipe found for the most Westerly North corner of the aforesaid Springer tract and same for this tract, said pipe also being the East corner of the said 3.678 acre tract, said point also being in the Southwest line of a called 3.616 acre tract conveyed to Jolm Powell as recorded in Volume 1386, Page 193 OPRECT;

THENCE S 62°02'06" E (Deed S 67°30' E) , 36.90 feet along a Northeast line of this tract and along the Southwest line of said Powell Tract to a 3/4" steel pipe found for the South corner of said Powell tract, said point also being the West corner of the said 113 acre Donald Cox tract;

THENCE S 57°13'51" E (Deed S 67°30' E), 741.50 feet continuing along a Northeast line of this tract and same for the said Springer Tract and along the Southwest line of the said Cox tract to a 1/2" steel rod found for corner;

THENCE N 74°34'45" E (Deed N 75° E) 2783.86 feet along the Easterly Northwest line of this tract and the Southeast line of said Cox tract to the POINT OF BEGINNING and containing approximately 124.850 acres of land.

TRACT 2: (Easement)
Easement Estate as created by that certain Easement Agreement dated November 13, 2007, by and between Montgomery & Bryson Land Developers L.P. and Anew Properties, Inc., recorded December 4, 2007 in Volume 2354, Page 1573, Real Property Records, Ellis County, Texas.

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Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law
STATE OF TEXAS, COUNTY OF ELLIS
I hereby certify this instrument was filed on the date and time stamped herein and was duly recorded in the volume and page of the OFFICIAL PUBLIC RECORDS of Ellis County Texas as stamped hereon.

COUNTY CLERK, ELLIS COUNTY, TEXAS

FILED FOR RECORD - ELLIS COUNTY, TX
INST NO. 145575
on Jul 15, 2014 at 12:43:00 PM

EXHIBIT "A" - Page 3 of 3

EXHIBIT "B"

BYLAWS OF BRYSON MANOR HOMEOWNERS' ASSOCIATION

[See attached Bylaws]

BYLAWS

OF

BRYSON MANOR HOMEOWNERS ASSOCIATION

[Adopted on July 13, 2015]

THESE BYLAWS are hereby adopted as of the date set forth above by the **BRYSON MANOR HOMEOWNERS ASSOCIATION**, a Texas non-profit corporation (the "Association"), duly formed and existing in accordance with the Chapter 22 of the Texas Business Organizations Code and Chapter 209 of the Texas Property Code, as follows:

ARTICLE I

INTRODUCTION

1.1. Purpose of Bylaws. The undersigned members of the Board of Directors have adopted theses Bylaws to provide for the administration and governance of the Association, which Association governs Bryson Manor, an Addition to the City of Ovilla, Ellis County Texas, as established and described in the Declaration of Covenants, Conditions and Restrictions for Bryson Manor Addition, as recorded on June 29, 2015, under Document No. 1514759 at Cabinet I 514, Slide No. 517 of the Official Public Records, Ellis County, Texas, as it may be amended from time to time (the "Declaration"), consisting of Fifty-Nine (59) lots in a residential planned Subdivision located at the intersection of Bryson Lane and Shiloh Road in the City of Ovilla, Ellis County, and being situated upon the real property described in Exhibit "A" to the Declaration as (hereafter the "Land").

1.2. Defined Terms. The defined terms in the Declaration apply to these Bylaws. In addition, the definitions in these Bylaws, or where terms are referenced by quotes, within a parenthesis, or otherwise stated to reasonably indicate an intention to serve as a defined term, whether or not the terms contain initial-capitalized words, all constitute the definitions of those same terms. Unless defined otherwise in the Declaration or in these Bylaws, words and phrases defined in Texas Property Code §209.002 shall have the same meaning when used in these Bylaws.

1.3. Other Definitions.

(a) "Architectural Control Committee" or "ACC" shall mean a committee appointed by the Board of Directors to approve or disapprove improvements to be constructed on a Lot pursuant to this Declaration and duly adopted Design Guidelines.

(b) "Association" refers to Bryson Manor Homeowners Association, a Texas Nonprofit Corporation, and its successors and assigns, which is designated as the representative of Owners in the Subdivision, whose membership consists of Owners, and manages and regulates the Subdivision for the benefit of the Owners.

(c) "Board of Directors" or "Board" shall mean the governing body of the Association.

(d) "Bylaws" shall mean these duly adopted Bylaws of the Association, as the same may be amended from time to time.

(e) "Certificate" shall mean the Certificate of Formation filed with the Texas Secretary of State on July 12, 2015, as the same may be amended from time to time.

(f) "Class A Member(s)" shall mean the Lot Owners.

(g) "Class B Member(s)" shall mean the Declarant, its successors, and assigns.

(h) "Declarant" shall mean Shaw Development Group, LLC, a Texas limited liability company, its successors and assigns. When the context so requires, the term Declarant shall include its officers, managers, members, employees, agents, and representatives.

(i) "Declarant Control Period" shall have the meaning set forth in the Declaration.

(j) "Declaration" shall have the meaning set forth in Section 1.1 above.

(k) "Design Guidelines" shall have the meaning set forth in the Declaration.

(l) "Director" or "Directors" shall mean a member of the Board of Directors of the Association.

(m) "IRC" shall mean the Internal Revenue Code, as codified at Title 26 United States Code, as the same may be amended from time to time.

(n) "Lot" shall mean any designated parcel of land in the Subdivision, including any improvements.

(o) "Lot Owner" or "Owner" means a person who holds record title to a Lot in the Subdivision and includes the personal representative of a person who holds record title to a Lot in the Subdivision, but does not include (a) a person having an interest in a Lot solely as security for an obligation or (b) A person who acquires record title to a Lot in the Subdivision in violation of the provisions or conditions of the

Declaration.

(p) "Managing Agent" means an entity or person retained or engaged by the Association for the management and/or operation of the business and day-to-day activities of the Association. The Managing Agent's name and address shall be set forth in the Management Certificate.

(q) "Majority" means more than fifty percent (50%).

(r) "Member" means a Lot Owner as a member of the Association.

(s) "Ordinary Care" means the care that an ordinarily prudent person in a similar position would exercise under similar circumstances.

(t) "Organizational Consent" shall mean the Unanimous Consent of Initial Directors in Lieu of Organizational Meeting, dated July 13, 2015.

(u) "Phase 1" or "Phase 2" or "Phase 3" means the respective Phase of the Subdivision.

(v) "Phases" shall mean, collectively, Phase 1, Phase 2, and Phase 3 of the Subdivision.

(w) "Property Code" means the Texas Property Code, as it now exists or as it may hereafter be amended from time to time.

(x) "Subdivision" means Bryson Manor, an Addition to the City of Ovilla, Ellis County, Texas. Unless otherwise specifically indicated, the term Subdivision shall include Phase 1, Phase 2, and Phase 3 of Bryson Manor.

(y) "TBOC" means the Texas Business Organizations Code, as it now exists or as it may hereafter be amended from time to time.

(z) "Texas Residential Property Owners Protection Act" or the "Act" shall refer to Chapter 209 of the Property Code, as same may be amended or repealed in whole or in part.

(aa) Any capitalized term that is not defined herein, but that is defined in the Declaration, shall have the meaning set forth in the Declaration.

1.4. Nonprofit Purpose: Tax Exempt Elections. The Association is a nonprofit corporation in which no part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members, trustees, officers or other private persons, except that the Association shall be authorized and empowered to pay reasonable

compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause of its Certificate and as set forth above. The Association shall take such actions as are necessary to (a) apply for exemption from state taxes, including state franchise taxes pursuant to Section 171.082 of the Texas Tax Code, and (b) elect tax exempt status under Section 528 of the Internal Revenue Code or such other applicable provisions of the IRC.

1.5. Association Powers and Duties. The Association, acting through the Board, has the powers and duties necessary for the administration of the affairs of the Owners relating to the common area and for the operation and maintenance of the Subdivision as may be required or permitted by the dedicatory instruments and applicable law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its members, subject only to limitations expressly set forth in the dedicatory instruments and applicable law.

1.6. Compensation. A Director, Officer, or Member shall not be entitled to receive any pecuniary profit for the operation of the Association, and no dividend or assets of the Association shall be distributed to, or inure to the benefit of a Director, Officer, or Member; provided, however, that:

(a) The Board may authorize and reasonable compensation may be paid to a Director, Officer, or Member, for actual services rendered to the Association;

(b) A Director, Officer, or Member may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been approved by the Board.

ARTICLE II

BOARD OF DIRECTORS

2.1. Management of the Association. Management of the Association's affairs is vested in the Board of Directors. The Certificate states the names of the appointed members of the initial Board of Directors. Except as otherwise required by law or specifically provided herein, the Directors will continue to be appointed by the Declarant during the period of Declarant Control Period.

2.2. Board Membership.

(a) Initial Directors; Number and Staggered Terms. The initial Board of Directors shall consist of the three (3) persons as named in the Certificate, which initial Directors shall serve for the term set forth in the Organizational Consent. Thereafter,

the members of the Board shall be appointed or elected, as applicable, by the Declarant or the Lot Owners. During the Declarant Control Period, the Declarant shall be entitled to appoint and remove, in its sole and absolute discretion, the members of the Board of Directors and the officers of the Association. Upon election, each Director will serve a term of two (2) years. Two (2) Directors will be elected in odd-numbered years. One Director will be elected in even-numbered years. A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The number of Directors may be changed by amendment of these Bylaws, but will not be less than three (3). A decrease in the number of Directors may not shorten the term of an incumbent Director.

(b) Qualification as Member. Except during the Declarant Control Period, No person is eligible for election or appointment to the Board unless such person is a Member of the Association.

(c) Interested Directors. A contract or transaction between the Association and one or more Directors, Officers, or Members which have a financial interest that would otherwise be a valid and enforceable contract or transaction is valid and enforceable, and is not void or voidable, notwithstanding any relationship or interest, if:

(1) the material facts as to the relationship or interest, and as to the contract or transaction, are disclosed to, or known by, the Association's Board of Directors, a committee of the Board of Directors, or the Members; and

(2) the Board, the committee, or the Members in good faith and with ordinary care authorize the contract or transaction by the affirmative vote of the majority of the disinterested Directors, committee members or Members, regardless of whether the disinterested Directors, committee members or Members constitute a quorum of the Members entitled to vote on the authorization of the contract or transaction; and

(3) the contract or transaction is specifically approved in good faith and with ordinary care by a vote of the Members, or the contract or transaction is fair to the Association when the contract or transaction is authorized, approved, or ratified by the Board of Directors, a committee of the Board of Directors, or the Members.

Common or interested Directors or Members of the Association may be included in determining the presence of a quorum at a meeting of the Board, a committee of the Board, or Members that authorize the contract or transaction. The person who has the relationship or interest may be present at or participate in and, if the person is a Director, Member, or committee member, may vote at a meeting of the Board of Directors, of the Members, or of a committee of the Board that authorizes the contract

or transaction; or sign, in the person's capacity as a Director, Member, or committee member, a written consent of the Directors, Members, or committee members to authorize the contract or transaction.

(d) Entity Member. If a Lot is owned by a legal entity, such as a partnership, limited liability company, or corporation, any officer, partner, or employee of that entity member is eligible to serve as a Director and is deemed to be a member for the purposes of this Section. If the relationship between the entity member and the Director representing it terminates, that Directorship will be deemed vacant and an election shall be held to fill the vacancy in question.

(e) Co-Owner as Member. Co-Owners of a single Lot may not serve on the Board at the same time. Co-Owners of more than one Lot may serve on the Board at the same time, provided the number of co-Owners serving at one time does not exceed the number of lots they co-own.

(f) Board Membership Open.

(1) *Restriction to Right is Void.* Except as provided by this Section, a provision in a dedicatory instrument that restricts an Owner's right to run for a position on the Board of the Association is void.

(2) *Ineligible Member.* If a Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member has been convicted of a felony or crime involving moral turpitude, the Board member is immediately ineligible to serve on the Board of the Association, automatically considered removed from the Board, and prohibited from future service on the Board.

(3) *Declarant Control Limitations.* The Declaration provides for a period of Declarant control of the Association during which a Declarant, or persons designated by the Declarant, may appoint and remove Board members and the officers of the Association, other than Board members or officers elected by Members of the Association. Regardless of the Declarant Control Period provided by the Declaration, on or before the one hundred twentieth (120th) day after the date that seventy-five percent (75%) of the Lots in all Phases have been created and made subject to the Declaration are conveyed to Owners other than a Declarant, at least one-third (1/3) of the Board members must be elected by Owners other than the Declarant. If the Declaration does not include the number of Lots that may be created and made subject to the Declaration, at least one-third (1/3) of the Board members must be elected by Owners

other than the Declarant not later than the tenth (10th) anniversary of the date the Declaration was recorded.

2.3. Election. Directors will be elected by the Members. The election of Directors will be conducted at the annual meeting of the Association, at a special meeting called for that purpose, or by mail, facsimile transmission, electronic mail, or a combination of mail and facsimile transmission. Cumulative voting is prohibited.

2.4. Resignation & Vacancy. A Director may resign at any time by providing written notice to the Association. Vacancies on the Board caused by any reason, except the removal of a Director by a vote of the Association, will be filled by a vote of the majority of the remaining Directors, even though less than a quorum. Each Director so elected will serve out the remaining term of his predecessor, unless the members conduct an early election for a replacement Board member. A vacancy in the Board occurring because of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

2.5. Removal. At any Annual or special meeting of the Association, any one or more of the Directors may be removed with or without cause by Members representing a majority of the votes present in person or by proxy at such meeting, and a successor shall then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members will be given an opportunity to be heard at the meeting. However, if the Board is presented with written, documentary evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member has been convicted of a felony or other crime of moral turpitude, the Member is immediately ineligible to serve on the Board, and is automatically considered removed from the Board, and is prohibited from future service on the Board.

2.6. Election of Successors to Declarant's Board.

(a) Method for Filling Board Positions. Notwithstanding any provision in a dedicatory instrument, any Board member whose term has expired must be elected by Owners who are members of the Association. A Board member may be appointed by the Board to fill a vacancy on the Board. A Board member appointed to fill a vacant position shall serve for the remainder of the unexpired term of the position. The Board may amend the Bylaws to provide for elections to be held as required by this Section. The appointment of a Board member in violation of this Section is void.

(b) Exceptions When Section Not Applicable. This Section does not apply: (1) to the appointment of a Board member during the period of Declarant control; or (2) to a representative Board whose members or delegates are elected or appointed by members of the Association who are elected by Owner members of the Association.

2.7. Voting.

(a) By Majority. The act of a majority of the Directors present in person or by proxy at a meeting at which a quorum has been established, is the act of the Board.

(b) Manner of Voting. A Director may vote in person or by proxy executed in writing by the Director.

(c) Duration of Proxy. A proxy expires three (3) months after the date the proxy is executed, and is revocable unless otherwise provided by the proxy or made irrevocable by law.

2.8. Meetings; Notice and Waiver.

(a) Regular Meetings. Regular meetings of the Board may be held with or without notice.

(b) Special Meetings. Special meetings of the Board require notice to each Director.

(c) Attendance as Waiver of Notice. Attendance by a Director at a meeting constitutes a waiver of notice, unless the Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(d) Notice Need Not State Purpose. The business to be transacted at, or the purpose of, a regular or special meeting of the Board is not required to be specified in the notice or waiver of notice of the meeting.

(e) Effective Date of Notice. Notice given by: (1) personal delivery is considered to be given when received; (2) mail is considered to be given on the date notice is deposited in the U.S. mail with postage paid in an envelope addressed to the person at the person's address as it appears on the Ownership or membership records of the Association; or (3) transmittal by facsimile or electronic message is considered to be given when the facsimile or electronic message is transmitted to a facsimile number or an electronic message address provided by the person, or to which the person consents, for the purpose of receiving notice.

(f) Quorum. A quorum for the transaction of business by the Board exists throughout the meeting if the majority of the number of Directors set by these Bylaws are present at the beginning of the meeting. If a quorum is not established at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present at the beginning of the meeting, any business which might have been transacted at the meeting as

originally called may be transacted without further notice. A Director present by proxy at a meeting may not be counted toward a quorum.

(g) Method for Holding Board Meetings. A meeting of the Board may be held by a physical meeting of the Directors, or by using an "authorized alternate communications system for meetings" as described in the Section using that term.

(h) Authorized Alternate Communications System for Meetings. An "authorized alternate communications system for meetings authorizes, for purposes of holding a meeting of the Board as the governing persons of the Association, or a Board committee, a conference telephone or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. However, if voting is to take place at the meeting, the Association must: (1) implement reasonable measures to verify that every person voting at the meeting by means of remote communications is sufficiently identified; and (2) keep a record of any vote or other action taken.

(i) Conduct of Meetings. The president will preside over all meetings of the Board and the secretary will keep, or cause to be kept, a record of all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. When not in conflict with law or the dedicatory instruments, the then current edition of Robert's Rules of Order will govern the conduct of the meetings of the Board. Unless the notice of meeting states otherwise, the order of business at meetings of the Association shall be as follows:

(1) Determine votes present by roll call or check-in procedure
(2) Announcement of quorum
(3) Proof of notice of meeting
(4) Reading and approval of minutes of preceding meeting
(5) Reports
(6) Election of Directors (as applicable under Section 2.4 above)
(7) Unfinished or old business
(8) New business
(9) Adjournment

(j) Recess Procedures. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation by posting the notice in a conspicuous place or on the Association's internet website as stated above,

within two hours after adjourning the meeting being continued.

(k) Action Without Meeting. The provisions of this Section are subject to the limitations under Section 2.9. The Board may act by unanimous written consent of all the Directors, without a meeting. The Board may also act by a written consent, stating the action to be taken, signed by the number of Directors necessary to take that action at a meeting at which all of the Directors are present and voting, and stating the date of each Director's signature; furthermore, prompt notice of the taking of an action by Directors without a meeting by less than unanimous written consent shall be given to each Director who did not consent in writing to the action. Any photographic, photostatic, facsimile, or similarly reliable reproduction of a consent in writing signed by a Board member may be substituted or used instead of the original writing for any purpose for which the original writing could be used. Any advance notice required for an action to be taken at a meeting is not required to be given to take the action by written consent.

2.9. Open Board Meeting Rules.

(a) Board Meetings When Open Board Meeting Rules Apply. For purposes of the Open Board Meeting Rules, "Board meeting" means a deliberation between a quorum of the voting Board of the Association, or between a quorum of the voting Board and another person, during which Association business is considered and the Board takes formal action. Such a Board meeting does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

(b) When Board Meetings Must Be Open. Regular and special Board meetings must be open to members, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual members, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

(c) Location of Open Board Meetings. Except for a meeting held by electronic or telephonic means, a Board meeting must be held in a county in which all or part of

the property in the Subdivision is located or in a county adjacent to that county.

(d) Records of Open Board Meetings. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

(e) Notice Procedures for Open Board Meetings. Members shall be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (1) mailed to each property Owner not later than the 10th day or earlier than the 60th day before the date of the meeting; or (2) provided at least 72 hours before the start of the meeting by: (a) posting the notice in a conspicuous manner reasonably designed to provide notice to Association members: (i) in a place located on the Association's common property or, with the property Owner's consent, on other conspicuously located privately owned property within the Subdivision; or (ii) on any internet website maintained by the Association or other internet media; and (b) sending the notice by e-mail to each member who has registered an e-mail address with the Association. It is a member's duty to keep an updated e-mail address registered with the Association.

(f) Recess Procedures. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation by posting the notice in a conspicuous place or on the Association's internet website as stated above, within two hours after adjourning the meeting being continued.

(g) Electronic & Telephonic Board Meeting Procedures. A Board may meet by any method of communication, including electronic and telephonic, without prior notice to members under the Notice Procedures for Open Board Meetings, if each Director may hear and be heard by every other Director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to members under the Notice Procedures for Open Board Meetings, must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting.

(h) Actions Not Permitted Without Notice Procedures for Open Board

Meetings. The Board may not, without prior notice to members under the Notice Procedures for Open Board Meetings, consider or vote on: (1) fines; (2) damage assessments; (3) initiation of foreclosure actions; (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (5) increases in assessments; (6) levying of special assessments; (7) appeals from a denial of architectural control approval; or (8) a suspension of a right of a particular member before the member has an opportunity to attend a Board meeting to present the member's position, including any defense, on the issue.

(i) Board Meetings During Development Period. During the Development Period, the Declarant reserves: (a) the right to facilitate the development, construction, and marketing of the Subdivision; and (b) the right to direct the size, shape, and composition of the Subdivision. For purposes of these Bylaws, the Development Period constitutes the Declarant Control Period. Generally, the Open Board Meeting Rules do not apply to Board meetings during the Development Period. However, the Open Board Meeting Rules apply to Board meetings during the development period if and when the meeting is conducted for the purpose of: (a) adopting or amending the dedicatory instruments, including declarations, Bylaws, rules, and regulations of the Association; (b) increasing the amount of regular assessments of the Association or adopting or increasing a special assessment; (c) electing non-developer Board members of the Association or establishing a process by which those members are elected; or (d) changing the voting rights of members of the Association.

2.10. Board Powers.

(a) Stated Powers. Except as provided by the declaration, the Bylaws, or by enacted law, all actions of the Association must be through the Board, and the Board shall act in all instances on behalf of the Association if in the good-faith judgment of the Board the action is reasonable. Unless otherwise provided by the Declaration, the Association, acting through its Board, may:

(1) Bylaws. Adopt, amend, and repeal Bylaws;

(2) Budgets. Adopt and amend budgets for revenues, expenditures, and reserves, and collect assessments for common expenses from Lot Owners;

(3) Professional Association Management Services. The Board may employ or retain a Managing Agent for the Association, at a compensation established by the Board, to perform duties and services authorized by the Board.

(4) Employees, Consultants, and Service Providers. Hire and terminate

managing agents and other employees, agents, and independent contractors, including attorneys, accountants, engineers, inspectors, consultants, and other professionals;

(5) Litigation. Institute, defend, intervene in, settle, or compromise litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners on matters affecting the Subdivision;

(6) Contracts. Make contracts and incur liabilities relating to the operation of the Subdivision;

(7) Repair & Maintenance. Regulate the use, maintenance, repair, replacement, modification, and appearance of the Subdivision;

(8) Rules. Adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of lots and common elements, to the extent the regulated actions affect common elements or other lots;

(9) Improve Common Elements. Cause additional improvements to be made as a part of the common elements;

(10) Acquire & Convey Property. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, except common elements of the Subdivision;

(11) Interests in Common Elements. Grant easements, leases, licenses, and concessions through or over the common elements;

(12) Charges for Common Elements & Services. Impose and receive payments, fees, or charges for the use, rental, or operation of the common elements and for services provided to Lot Owners;

(13) Interest & Fines. Impose interest and late charges for late payments of assessments, returned check charges, and, if notice and an opportunity to be heard are given in accordance herewith, reasonable fines for violations of the Declaration, Bylaws, and rules of the Association;

(14) Rules for Collection. Adopt and amend rules regulating the collection of delinquent assessments and the application of payments;

(15) Rules for Utility Services. Adopt and amend rules regulating the termination of utility service to a Lot, the Owner of which is delinquent in the payment of an assessment that is used, in whole or in part, to pay the cost of that utility;

(16) Charges for Statements & Documents. Impose reasonable charges for preparing, recording, or copying declaration amendments, resale certificates, or statements of unpaid assessments;

(17) Emergency Entry. Enter a Lot for bona fide emergency purposes when conditions present an imminent risk of harm or damage to the common elements, another Lot, or the occupants;

(18) Suspend Voting Privileges for Delinquency. Suspend the voting privileges of or the use of certain general common elements by an Owner delinquent for more than thirty (30) days in the payment of assessments;

(19) Insurance. Purchase insurance and fidelity bonds as it considers appropriate;

(20) Powers Conferred by Declaration. Exercise any other powers conferred by the declaration or Bylaws;

(21) Corporate Powers. Exercise any other powers that may be exercised in this state by a corporation of the same type as the Association;

(22) Appointment of Committees. Appoint standing or ad hoc committees to advise or assist the Board with its responsibilities and

(23) Necessary & Proper Powers. Exercise any other powers necessary and proper for the government and operation of the Association.

(b) Suspension of Right to Use Common Area.

(1) Notice. Before the Association may suspend an Owner's right to use a common area, file a suit against an Owner other than a suit to collect a regular or special assessment or foreclose under an Association's lien, charge an Owner for property damage, or levy a fine for a violation of the restrictions or Bylaws or rules of the Association, the Association or its agent must give written notice to the Owner by certified mail, return receipt requested.

(2) Right to Cure & Hearing. The notice must: (1) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner; and (2) inform the Owner that the Owner: (a) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (b) may request a hearing under Property Code §209.007 on or before the 30th day after the date the Owner receives the notice; and (c) may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the Owner is serving on active military duty.

(c) Alternative Payment Schedule. The Association will provide delinquent Owners an alternative payment schedule by which an Owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties. For purposes of these guidelines, monetary penalties do not include reasonable costs associated with administering the payment plan or interest. Owners will be provided an alternative payment plan to repay the balance due in at least three equal monthly installments of principal, with interest accruing at the rate charged all delinquent Owners, and reasonable costs associated with administering the payment plan.

(d) Hearing Before Board & Alternative Dispute Resolution.

(1) Right to Hearing. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board of the Association or before the Board if the Board does not appoint a committee.

(2) Committee Hearing. If a hearing is to be held before a committee, the notice prescribed by Property Code §209.006 must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

(3) Time for Hearing. The Association shall hold a hearing under this Section not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day

before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.

(4) Exceptions. The notice and hearing provisions of Property Code §209.006 and this Section do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of Property Code §209.006 and this Section do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the Subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Section.

(5) ADR. An Owner or Association may use alternative dispute resolution services.

(e) Borrow & Secure Loans. The Association, by resolution of the Board of Directors may: (1) borrow money; and (2) assign as collateral for the loan authorized by the resolution: (a) the Association's right to future income, including the right to receive assessments; and (b) the Association's lien rights. The Board may borrow money to maintain, repair, or restore the common area without the approval of the members. If approved in advance by the members in the same manner as approving a special assessment, the Board may borrow money for any other purpose.

2.11. General Standards for Director.

(a) Standard for Discharge of Duties. A Director shall discharge the Director's duties, including duties as a committee member, in good faith, with ordinary care, and in a manner the Director reasonably believes to be in the best interest of the Association.

(b) Director Liability. A Director is not liable to the Association, a member, or another person for an action taken or not taken as a Director if the Director acted in compliance with this Section. A person seeking to establish

liability of a Director must prove that the Director did not act (i) in good faith; (ii) with ordinary care; and (iii) in a manner the Director reasonably believed to be in the best interest of the Association.

2.12. Appointment of Committees.

(a) Management Committee.

(1) Authority to Appoint. The Board, by resolution adopted by the majority of the Directors in office, may designate one or more committees to have and exercise the authority of the Board in the management of the Association to the extent provided by Board resolution.

(2) Composition. A committee designated under this Section must consist of at least two persons. The majority of the persons on the committee must be Directors. The remaining persons on the committee are not required to be Directors.

(3) Board Not Relieved of Responsibility. The designation of a committee and the delegation of authority to the committee does not operate to relieve the Board, or an individual Director, of any responsibility imposed on the Board or Director by law.

(4) Same Responsibility. A committee member who is not a Director has the same responsibility with respect to the committee as a committee member who is a Director.

(b) **Other Committees.**

(1) Authority to Appoint. The Board, by resolution adopted by the majority of the Directors at a meeting at which a quorum has been established, or the president, may designate and appoint one or more committees that do not have the authority of the Board in the management of the Association.

(2) Option to Limit Membership to Directors. The membership on a committee designated under this Section may be limited to Directors.

(c) Notice & Meetings of Committees. Committees appointed by the Board are governed by the same notice and meetings provisions as those governing notices and meetings of the Board. Committees appointed by officers are governed by the same notice and meetings provisions as those

governing notices and meetings of members.

ARTICLE 3

OFFICERS

3.1. Officer Titles & Qualifications. The officers of the Association shall be members and shall include a president, a treasurer, a secretary, and one or more vice presidents and other officers and assistant officers as are considered by the Board to be necessary. The Board may appoint one or more vice-presidents and such other officers and assistant-officers as it deems necessary. Any two or more offices, other than the offices of president and secretary, may be held by the same person.

3.2. Committees May Function as Officer. A properly designated committee may perform the functions of an officer. A single committee may perform the functions of any two or more officers, including the functions of president and secretary.

3.3. Elections & Terms of Office. The officers of the Association shall be elected at a meeting of the Board of Directors called to order immediately following each annual meeting of the members. Each officer shall hold office for one (1) year, or until their successor is elected at the meeting of the Board of Directors called to order immediately following the next annual meeting of the members. The term of an officer may not exceed three (3) years.

3.4. Resignation or Removal. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect at the date of receipt of the notice or at any later time specified in the notice. Any officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.

3.5. Standard of Care. In performing their duties, the officers are required to exercise the standards of care provided by applicable law. An officer is not liable to the Association or any other person for an action taken or omission made by the officer in the person's capacity as an officer unless the officer's conduct was not exercised: (1) in good faith; (2) with ordinary care; and (3) in a manner the officer reasonably believes to be in the best interest of the Association.

3.6. Management Certificate. The officers shall maintain a recording of a management certificate signed and acknowledged by an officer or the managing agent of the Association, according to the requirements of Property Code §209.004 or its successor statute.

3.7. Description of Principal Officers.

(a) President. As the chief executive officer of the Association, the president will (1) preside at all meetings of the Association and of the Board; (ii) have all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (iii) have general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) see that all orders and resolutions of the Board are carried into effect.

(b) Secretary. The Secretary will: (i) keep the minutes of all meetings of the Board and of the Association; (ii) have charge of such books, papers, and records as the Board may direct; (iii) maintain a record of the names and addresses of the members for the mailing of notices; and (iv) in general, perform all duties incident to the office of Secretary.

(c) Treasurer. The treasurer will: (i) be responsible for Association funds; (ii) keep full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepare all required financial data and tax returns; (iv) deposit all monies or other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board; (v) prepare the annual and supplemental budgets of the Association; (vi) review the accounts of the managing agent on a monthly basis in the event such managing agent is responsible for collecting and disbursing Association funds; and (vii) perform all the duties incident to the office of treasurer.

3.8. Authorized Agents. Except when the dedicatory instruments require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association. In the absence of Board designation, the president, vice-president, and the secretary will be the only persons authorized to execute instruments on behalf of the Association.

ARTICLE IV

MEMBERS

4.1. Membership. Every Owner is a member of the Association. Membership is appurtenant to and may not be separated from Ownership of a Lot. The membership of the Association at all times consists exclusively of all Lot Owners.

4.2. Meetings.

(a) Place of Meeting. If the meeting is not held solely by using a conference telephone or other authorized communications system, Members' meetings will be held at the Association's principal office or at another place

designated by the Board.

(b) Manner of Meeting. Meetings of the members may be held by a physical meeting of the members, or by an authorized alternate communications system for meetings.

(c) Authorized Alternate Communications System for Meetings. For purposes of holding a meeting of the members, or a committee of the members, an authorized alternate communications system for meetings allows such meetings to be held via a conference telephone or similar communications equipment, or another suitable electronic communications system, including video- conferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. However, if voting is to take place at the meeting, the Association must: (1) implement reasonable measures to verify that every person voting at the meeting by means of remote communications is sufficiently identified; and (2) keep a record of any vote or other action taken.

(d) Conduct of Meetings. The president, or any person designated by the Board, will preside over meetings of the Association. The secretary will keep, or cause to be kept, the minutes of the meeting which will record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order will govern the conduct of all meetings of the Association when not in conflict with the dedicatory instruments. Votes will be tallied by tellers appointed by the person presiding over the meeting.

(e) Order of Business. Unless the notice of meeting states otherwise, the order of business at meetings of the Association will be as follows:

(1) Determine votes present by roll call or check-in procedure
(2) Announcement of a quorum
(3) Proof of notice of meeting
(4) Reading and approval of minutes of preceding meeting
(5) Reports
(6) Election of Directors (when required)
(7) Unfinished or old business
(8) New business
(9) Adjournment

(f) Adjournment of Meeting. At any meeting of the Association, a majority of the members present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

(g) Notice of Meetings.

(1) Timing of Notice. The notice of meeting must be delivered to each member entitled to vote at the meeting not later than the 10th day, and not earlier than the 60th day, before the date of the meeting.

(2) Manner & Content of Notice. Notice of a meeting of the members must: (1) be given in the manner determined by the Board, and in the absence of such determination, notice may be delivered personally, by mail, by facsimile, or by electronic message; and (2) state the date and time of the meeting, and: (A) if the meeting is not held solely by using an authorized alternate communications system for meetings, the location of the meeting; or (B) if the meeting is held solely or in part by using an authorized alternate communications system for meetings, the form of communications system to be used for the meeting and the means of accessing the communications system. In the case of a special meeting of the members, the notice must include the purpose(s) for which such special meeting has been called.

(3) Effective Date of Notice. Notice of a meeting that is: (i) mailed is considered to be given on the date notice is deposited in the U.S. mail with postage paid in an envelope addressed to the person at the person's address as it appears on the Ownership or membership records of the Association; and (ii) transmitted by facsimile or electronic message is considered to be given when the facsimile or electronic message is transmitted to a facsimile number or an electronic message address provided by the person, or to which the person consents, for the purpose of receiving notice.

(4) Notice of Election or Association Vote. Not later than the 10th day or earlier than the 60th day before the date of an election or vote, the Association shall give written notice of the election or vote to each Owner of property in the Association, for purposes of an Association-wide election or vote. This Section supersedes any contrary requirement in a dedicatory instrument.

(h) Annual Meetings. An annual meeting of the members must be held each year on or before the end of July, with the date, time, and place determined by the Board. At annual meetings the members will approve

an annual budget if it has not been previously approved, elect Directors according to the Bylaws, and transact such other business of the Association as may properly come before them. If the Board does not call an annual meeting of the Association members, an Owner may demand that a meeting of the Association members be called not later than the 30th day after the date of the Owner's demand, and proceed according to Property Code §209.014 to obtain such a meeting.

(i) Special Meetings.

(1) Call of Special Meeting. A special meeting of the members may be called by: (1) the president; (2) a majority of the Board; or (3) members having not less than 20 percent of the votes in the Association. It will be the duty of the president to call a special meeting of the Association if directed to do so by a majority of the Board or by a petition signed by members representing at least twenty percent (20%) of the votes in the Association. Such meeting will be held within 30 days after the Board resolution or receipt of petition.

(2) Notice of Special Meeting Must State Purpose(s). The notice of any special meeting will be the same as for notices of other meetings of the members, except such notice must also state the purpose(s) for which such meeting is called.

(j) Written Consent Without Meeting.

(1) Unanimous Written Consent. The members may take action without holding a meeting, providing notice, or taking a vote, if each person entitled to vote on the action signs a written consent or consents stating the action taken. A written consent has the same effect as a unanimous vote at a meeting. A filing instrument filed with the filing officer may state that an action approved by written consent or consents has the effect of an approval by a unanimous vote at a meeting. Any photographic, photostatic, facsimile, or similarly reliable reproduction of a consent in writing signed by a member may be substituted or used instead of the original writing for any purpose for which the original writing could be used. Any advance notice required for an action to be taken at a meeting is not required to be given to take the action by written consent.

(2) Action by Less Than Unanimous Written Consent. At any meeting of the members of the Association, the members are authorized to take action without holding a meeting, providing notice, or taking

a vote if Owners or members of the entity having at least the minimum number of votes that would be necessary to take the action that is the subject of the consent at a meeting, in which each Owner or member entitled to vote on the action is present and votes, sign a written consent or consents stating the action taken. Each written consent must include the date each Owner or member signed the consent and is effective to take the action that is the subject of the consent only if each consent is delivered to the Association not later than the 60th day after the date the earliest dated consent is delivered to the Association. The Association shall promptly notify each member who did not sign a consent of the action that is the subject of the consent.

(3) Delivery of Less Than Unanimous Written Consent. If less than unanimous written consent is obtained, a written consent signed by a member of the Association, if the consent is not solicited on behalf of the Association or the Board, must be delivered by hand or certified or registered mail, return receipt requested, or by other means specified in the governing documents, to: (i) the Association's registered office or principal executive office or place of business; or (ii) the managerial official or agent of the Association having custody of the Association's records of meetings of members. A consent delivered to the Association's principal executive office or place of business must be addressed to the President of the Association.

(k) Voting.

(1) Voting Rights. The Association has two (2) classes of voting membership:

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

(B) Class B. The only Class B member is the Declarant who is entitled to ten (10) votes for each Lot owned. The Class B membership automatically ceases and is converted to Class A membership at the end of the Declarant Control Period.

(2) Voting Membership. Members have the assigned votes per Lot on each matter submitted to a vote of the members. Cumulative voting is prohibited.

(3) Quorum. Members holding one-tenth of the votes entitled to be cast, in person or by proxy, at the beginning of the meeting, constitutes a quorum throughout the meeting.

(4) Votes Needed for Action. The vote of the majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum has been established, is the act of the members, unless the vote of a greater number is required by law, the declaration, or these Bylaws.

(5) Proxy. A member may vote in person or by proxy executed in writing by the member or the member's attorney-in-fact, and filed with the secretary at or prior to the time a quorum is determined to exist. Unless otherwise provided by the proxy, a proxy is revocable and expires 11 months after the date of its execution. A proxy may not be irrevocable for longer than 11 months.

(6) Manner of Conducting Voting. A member vote on any matter may be conducted by mail, by facsimile transmission, by electronic message, or by any combination of those methods.

(l) Multiple Owners of Lot.

(1) Votes Cast in Person. If only one of the multiple Owners of a Lot is present at a meeting of the Association, that person may cast the vote or votes allocated to that Lot. If more than one of the multiple Owners is present, the vote or votes allocated to that Lot may be cast only in accordance with the Owners' unanimous agreement unless the declaration provides otherwise. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the votes allocated to a Lot and none of the other Owners makes prompt protest to the person presiding over the meeting.

(2) Votes Cast by Proxy. Votes allocated to a Lot may be cast under a written proxy duly executed by a Lot Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the other Owners of the Lot through a proxy duly executed by the Lot Owner. A Lot Owner may not revoke a proxy given under this Section except by giving actual notice of revocation to the person presiding over a meeting

of the Association. A proxy is void if it is not dated or if it purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter or longer time.

(m) No Cumulative Voting. Cumulative voting is not allowed.

(n) Record Date. The record date for determining voting members must be not less than 14 days before the meeting, and may not be earlier than the 60th day before the date of the meeting. If the voting members are not otherwise determined, the record date for determining voting members is the date on which notice of the meeting is given to the members entitled to notice of the meeting. The record date for a meeting applies to any adjournment of the meeting.

(o) List of Voting Members.

(1) Generally. After setting a record date for the notice of a meeting, the Association must prepare an alphabetical list of the names of all its voting members, identifying: (A) the members who are entitled to notice and the members who are not entitled to notice of the meeting; (B) the address of each voting member; and (C) the number of votes each voting member is entitled to cast at the meeting.

(2) List Available for Inspection by Members. Not later than the 2nd business day after the date notice is given of a meeting for which a list was prepared, and continuing through the meeting, the list of voting members must be available at the Association's principal office or at a reasonable place in the Subdivision as identified in the notice of the meeting, for inspection by members entitled to vote at the meeting for the purpose of communication with other members concerning the meeting.

(3) **Rights of Inspection & Copying.** A voting member or voting member's agent or attorney is entitled on written demand stating the purpose of the demand, to inspect and, at the member's expense, copy the list at any reasonable time and for a proper purpose, during the period the list is available for inspection.

(4) List Available at Meeting. The list of voting members must be available at the meeting. A voting member or voting member's agent or attorney is entitled to inspect the list at any time during the meeting or an adjournment of the meeting.

(p) Voting Rights & Quorum.

(1) How Votes Cast. The voting rights of an Owner may be cast or given: (A) in person or by proxy at a meeting of the Association; (B) by absentee ballot in accordance with this Section; (C) by electronic ballot in accordance with this Section; or (D) by any method of representative or delegated voting provided by a dedicatory instrument.

(2) Counting Absentee & Electronic Ballots. An absentee or electronic ballot: (A) may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (B) may not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by a property Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (C) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

(3) Solicitation for Absentee Ballots. A solicitation for votes by absentee ballot must include: (A) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; (B) instructions for delivery of the completed absentee ballot, including the delivery location; and (C) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

(4) Electronic Ballot. For the purposes of this Section, "electronic ballot" means a ballot: (1) given by: (A) e-mail; (B) facsimile; or (C) posting on an internet website; (2) for which the identity of the property Owner submitting the ballot can be confirmed; and (3) for which the property Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot.

(5) Website Posting of Ballot. If an electronic ballot is posted on an internet website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the

website.

(6) Controlling Provisions. This Section supersedes any contrary provision in a dedicatory instrument.

(q) Recount of Votes.

(1) Requiring Recount. Any Owner may, not later than the 15th day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either: (A) by certified mail, return receipt requested, or by delivery by the U. S. Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest filed management certificate; or (B) in person to the Association's Managing Agent as reflected on the latest filed management certificate filed, or to the address to which absentee and proxy ballots are mailed.

(2) Retaining Recount Assistance. The Association shall, at the expense of the Owner requesting the recount, retain for the purpose of performing the recount, the services of a person qualified to tabulate votes under this subsection. The Association shall enter into a contract for the services of a person who: (A) is not a member of the Association or related to a member of the Association Board within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code; and is: (i) a current or former county judge, county elections administrator, justice of the peace, or county voter registrar; or (ii) a person agreed on by the Association and the persons requesting the recount.

(3) Deadline for Recount. Any recount must be performed on or before the 30th day after the date of receipt of a request and payment for a recount. If the recount changes the results of the election, the Association shall reimburse the requesting Owner for the cost of the recount. The Association shall provide the results of the recount to each Owner who requested the recount. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

(r) Special Voting Provisions.

(1) Ballot Requirements. Any vote cast in an election or vote by a member of a Association must be in writing and signed by the

member. Electronic votes cast under Section 4.10. ["Voting Rights & Quorum"] constitute written and signed ballots. In an Association-wide election, written and signed ballots are not required for uncontested races.

(2) Absolute Right to Vote for Board. A provision in a dedicatory instrument that would disqualify a property Owner from voting in an Association election of Board members or on any matter concerning the rights or responsibilities of the Owner is void.

(s) Tabulation and Access to Ballots.

(1) Persons Barred from Access to Ballots. Notwithstanding any other provision of this chapter or any other law, a person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided by this Section.

(2) Nondisclosure. A person other than a person described by subsection (a) may tabulate votes in an Association election or vote but may not disclose to any other person how an individual voted.

(3) Access to Ballots - Exception. Notwithstanding any other provision of this chapter or any other law, a person other than a person who tabulates votes under subsection (2), including a person described by subsection (1), may be given access to the ballots cast in the election or vote only as part of a recount process authorized by law.

(t) Co-Owned Lots.

(1) Present at Meeting. If only one of the multiple Owners of a Lot is present at a meeting, that person may cast the vote or votes allocated to that Lot. If more than one of the multiple Owners is present, the vote or votes allocated to that Lot may be cast only in accordance with the Owners' unanimous agreement unless the declaration provides otherwise. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the votes allocated to a Lot and none of the other Owners makes prompt protest to the person presiding over the meeting.

(2) By Proxy. Votes allocated to a Lot may be cast under a written

proxy duly executed by a Lot Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the other Owners of the Lot through a proxy duly executed by the Lot Owner. A Lot Owner may not revoke a proxy except by giving actual notice of revocation to the person presiding over the meeting of the Association.

(u) Entity-Owned Lots. If a Lot is owned by a legal entity such as a corporation, partnership or limited liability company, the vote appurtenant to that Lot shall be cast by the person designated in writing by the governing body or governing document of the Owner entity. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of an entity is qualified or authorized to vote.

ARTICLE V

ASSOCIATION RECORDS

5.1. Records Retention Policy. The Association will retain the following records for the below-stated periods of time, being the stated minimum requirements of Property Code §209.005(m):

(a) Certificates of Formation, Bylaws, restrictive covenants, and all amendments shall be retained permanently;

(b) Financial books and records shall be retained for at least seven (7) years;

(c) Account records of current Owners shall be retained for at least five (5) years;

(d) Contracts with a term of one year or more shall be retained for at least four (4) years after the expiration of the contract term;

(e) Minutes of meetings of the members and the Board shall be retained for at least seven (7) years; and

(f) Tax returns and audit records shall be retained for at least seven (7) years.

5.2. Inspection and Production of Books and Records. A member, on written demand stating the purpose of the demand, is entitled to examine and copy at the member's expense, in person or by agent, accountant, or attorney, at any reasonable time and for a proper purpose, the books and records of the Association relevant to that

purpose.

(a) Purpose of Policy. The purpose of this policy is to comply with the requirement of Property Code §209.005(i).

(b) Authority to Recover Costs. If an open records request is made to the Association, the Association may charge the requestor all reasonable costs of materials, labor, and overhead for compiling, producing, and reproducing the requested information.

(c) Charges. The rates which the Association may charge an Owner are the same as the maximum permitted rates published in Section 70.3 of the Texas Administrative Code ("T.A.C.") (Title 1, Part 3, Chapter 70). The charges shown on Prescribed Costs to Owners are some of the T.A.C. rates in effect on the date this policy is adopted and will be deemed to change automatically with changes in the State's maximum permitted rates for public information requests.

(d) Prescribed Costs to Owners. The member will be charged the following:

(1) Copy Charges. (a) Electronic image transmitted by email - no copy charge; (b) Electronic image downloaded to USB drive - actual cost of drive; (c) Standard paper copy or scan (letter or legal size) - $0.10 per page (double sided is 2 pages); (d) Oversize paper copy or scan (such as 11x17) - $0.50 per page; (e) Diskette or CD - $1.00; (f) DVD - $3.00.

(2) Labor Charge. (a) No labor charge if the request is for 50 or fewer pages of information, unless the records must be retrieved from a storage facility that is remote from the processor's office; (b) $15.00 per hour, in 1/4 hour increments, for actual time to locate, compile, manipulate data, reproduce information, and (if necessary) redact confidential information, for requests of more than 50 pages and for records in remote storage; (c) No labor charge for time spent to review the requested information to determine if the information qualifies for an exemption from open records.

(3) Overhead Charge. No overhead charge if the request is for 50 or fewer pages of information. Otherwise, the overhead charge is 20 percent of the labor charge.

(4) Remote Document Retrieval Charge. If the requested information is stored with a commercial records storage company that charges a fee to deliver and return stored records, the Association may seek

reimbursement of the third-party fee from the Owner if the request otherwise qualifies for a labor charge.

(5) Other Charges. Actual postage and shipping charges if necessary to transmit the reproduced information to the Owner. Actual cost of miscellaneous supplies, such as boxes, if used to produce the requested information. If the Association accepts payment by credit card, the Association may recoup the amount of any actual transaction fee charged by the credit card company for the privilege. No sales tax may be charged.

(6) Savings Clause. Notwithstanding anything to the contrary in any writing or communication made by the Association, the Association will not in any event be entitled to receive or collect open records charges from an Owner in amounts greater than the maximum amounts permitted by applicable law. If from any circumstances whatsoever the Association charges or receives an amount in excess of the maximum charges permitted by law, the excess amount will be reimbursed to the Owner.

(7) Waiver. The Association may reduce or waive some or all of the charges addressed by this Policy on a request-by-request basis, without waiving the right to charge such fees on future requests.

(8) Payment. The Association may require advance payment of the estimated charges addressed by this policy. Within 30 business days after delivering the requested information, the Association will provide the Owner with an invoice of the actual costs. If the actual costs are less than the prepaid estimated charges, the Association will refund the difference to the Owner within 30 business days after sending the invoice. If the actual costs are greater than the prepaid estimated charges, the difference is due and payable to the Association by the Owner within 30 business days after the invoice is sent to the Owner, after which time the Association may add the unpaid amount to the Owner's assessment account.

5.3. Resale Certificates. Any officer may prepare or cause to be prepared, certify, and execute resale certificates in accordance with Chapter 207 of the Property Code. The Association may charge a reasonable fee for preparing resale certificates. The Association may refuse to furnish resale certificates until the fee is paid. Any unpaid fees may be assessed against the Lot for which the certificate is furnished.

5.4. Any Website to Contain Dedicatory Instruments. The Association shall

make dedicatory instruments relating to the Association or Subdivision and filed in the county deed records available on a website if the Association has, or a management company on behalf of the Association maintains, a publicly accessible website.

ARTICLE VI

RULES

6.1. Rules. The Board has the right to establish and amend, from time to time, reasonable rules and regulations for: (i) the administration of the Association and the dedicatory instruments; (ii) the maintenance, management, operation, use, conservation, and beautification of the Subdivision; and (iii) the health, comfort, and general welfare of the residents; provided, however, that such rules may not be in conflict with law or the dedicatory instruments. The Board will, at all times, maintain the then current and complete rules in the public records as part of the dedicatory instruments.

6.2. Adoption and Amendment. Any rule may be adopted, amended, or terminated by the Board, provided that the rule and the requisite Board approval are properly recorded as a resolution in the minutes of the meeting of the Board.

6.3. Notice and Comment. The Board will give written notice to an Owner of each Lot of any amendment, termination, or adoption of a rule, or will publish same in a newsletter or similar publication which is circulated to the members, at least 10 days before the rule's effective date. Any member so notified has the right to comment orally or in writing to the Board.

6.4. Distribution. Any rules will be published and recorded in the same manner as the other dedicatory instruments.

ARTICLE VII

ENFORCEMENT

7.1. Enforcement.

(a) Discretionary Authority. An exercise of discretionary authority by the Association concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.

(b) Standing. The Association may initiate, defend, or intervene in litigation or an administrative proceeding affecting the enforcement of a restrictive

covenant or the protection, preservation, or operation of the property covered by the dedicatory instrument.

7.2. **Penalties.** A court may assess civil damages for the violation of a restrictive covenant in an amount not to exceed $200 for each day of the violation. The Association does not interpret this remedy to be limited to actual compensatory damages, but instead interprets this remedy to permit punitive damages up to $200 for each day of the violation.

7.3. **Attorney Fees & Costs.**

(a) Generally. The prevailing party in an action to enforce the declaration, Bylaws, or rules is entitled to reasonable attorney fees and costs of litigation from the non-prevailing party.

(b) Relating to Collecting Amounts Due. The Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to collecting amounts, including damages, due the Association for enforcing restrictions or the Bylaws or rules of the Association only if the Owner is provided a written notice that attorney fees and costs will be charged to the Owner if the delinquency or violation continues after a date certain. The foregoing notice provisions do not apply to a counterclaim of an Association in a lawsuit brought against the Association by a property Owner.

(c) **Relating to Restrictions.** An Owner is not liable for attorney fees incurred by the Association relating to a matter described by the notice under Property Code §209.006 if the attorney fees are incurred before the conclusion of the hearing under Property Code §209.007 or, if the Owner does not request a hearing under that Section, before the date by which the Owner must request a hearing. The Owner's presence is not required to hold a hearing under Property Code §209.007.

(d) **Fees Paid to Association Account.** All attorney fees, costs, and other amounts collected from an Owner shall be deposited into an account maintained at a financial institution in the name of the Association or its managing agent. Only members of the Board or its managing agent or employees of its managing agent may be signatories on the account.

(e) **Providing Copies of Invoices.** On written request from the Owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs.

(f) **Relating to Foreclosure.** The dedicatory instruments of the Association allow for nonjudicial foreclosure; therefore, the amount of attorney's fees that the Association may include in a nonjudicial foreclosure sale for an indebtedness covered by a Association's assessment lien is limited to the greater of: (a) one-third of the amount of all actual costs and assessments, excluding attorney's fees, plus interest and court costs, if those amounts are permitted to be included by law or by the restrictive covenants governing the property; or (2) $2,500. However, the foregoing does not prevent the Association from recovering or collecting attorney fees in excess of such amounts by other means provided by law.

ARTICLE VIII

OBLIGATIONS OF THE OWNERS

8.1. Notice of Sale. Any Owner intending to sell his Lot or any interest therein will give written notice to the Board of such intention, together with (a) the address or legal description of the Lot or interest being conveyed, (b) the name and address of the intended purchaser, (c) the name, address, and phone number of the title company or attorney designated to close such transaction, (d) names and phone numbers of real estate agents, if any, representing seller or purchaser, and (e) scheduled date of closing. An Owner will furnish this information to the Board no less than 10 working days before the date of conveyance of the Lot or any interest therein.

8.2. Proof of Ownership. Any person, on becoming an Owner of a Lot, will furnish to the Board evidence of Ownership in the Lot, which copy will remain in the files of the Association. A member is not deemed to be in good standing with the Association unless this requirement is first met. This requirement may be satisfied by receipt of a Board-approved form that is completed and acknowledged at time of conveyance of the Lot or any interest therein.

8.3. Owners' Addresses. The Owner or the several co-Owners of a Lot will register and maintain one mailing address to be used by the Association for mailing of monthly statements, notices, demands, and all other communications. The Owner will keep the Association informed of the member's current mailing address. If an Owner fails to maintain a current mailing address with the Association, the address of that Owner's Lot will be deemed to be the Owner's mailing address.

8.4. Registration of Mortgagees. An Owner who mortgages his Lot will furnish the Board with the name and mailing address of his mortgagee.

8.5. Assessments. All Owners will be obligated to pay assessments imposed by the Association to meet the common expenses as defined in the declaration. A member will be deemed to be in good standing if he is current in the assessments made

or levied against him and his Lot.

(a) **Priority of Payments.**

(1) Priority of Payments. A payment received by the Association from the Owner shall be applied to the Owner's debt in the following order of priority: (A) any delinquent assessment; (B) any current assessment; (C) any attorney fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure; (D) any other attorney fees incurred by the Association; (E) any fines assessed by the Association; and (F) any other amount owed to the Association.

(2) Priority Not Applicable If Default Exists. If, at the time the Association receives a payment from an Owner, the Owner is in default under a payment plan entered into with the Association: (A) the Association is not required to apply the payment in the order of priority specified by the above subsection (1); and (B) in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

(b) Third Party Collections.

(1) Collection Agent. In this Section, "collection agent" means a debt collector, as defined by Section 803 of the Federal Fair Debt Collection Practices Act (15 U.S.C. Section 1692a).

(2) Notice Concerning Fees. The Association may not hold an Owner liable for fees of a collection agent retained by the Association unless the Association first provides written notice to the Owner by certified mail, return receipt requested, that: (A) specifies each delinquent amount and the total amount of the payment required to make the account current; (B) describes the options the Owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association; and (C) provides a period of at least 30 days for the Owner to cure the delinquency before further collection action is taken.

(3) Contingent Fees. An Owner is not liable for fees of a collection agent retained by the Association if: (a) the obligation for payment by the Association to the Association's collection agent for fees or costs associated with a collection action is in any way dependent or

contingent on amounts recovered; or (b) the payment agreement between the Association and the Association's collection agent does not require payment by the Association of all fees to a collection agent for the action undertaken by the collection agent.

(4) Owner May Contact Managing Agent. The agreement between the Association and the Association's collection agent may not prohibit the Owner from contacting the Association Board or the Association's managing agent regarding the Owner's delinquency.

(5) Restrictions on Transfer of Receivables. The Association may not sell or otherwise transfer any interest in the Association's accounts receivables for a purpose other than as collateral for a loan.

(c) Compliance With Documents. Each Owner will comply with the provisions and terms of the dedicatory instruments, and each Owner agrees to always endeavor to observe and promote the cooperative purposes for which the planned community has been established.

ARTICLE IX

NOTICES

9.1. Co-Owners & Entities. All Owners agree that the Association is not obligated to send more than one notice per Lot. If a Lot is owned by more than one person, or is owned by an entity, the Owners or entity, as the case may be, are obligated to provide to, and maintain with, the Association a current written designation of one person to whom all Association notices can be sent relating to the subject Lot owned; otherwise, the Association's notice to one co-Owner or to any representative of the entity, will be deemed notice to all co-Owners or entity representatives, as the case may be.

9.2. Notice Delivery. Notice that is: (1) mailed is considered to be given on the date notice is deposited in the U. S. mail with postage paid in an envelope addressed to the person at the person's address as it appears on the Ownership or membership records of the entity; and (2) transmitted by facsimile or electronic message is considered to be given when the facsimile or electronic message is transmitted to a facsimile number or an electronic message address provided by the person, or to which the person consents, for the purpose of receiving notice.

9.3. Waiver of Notice. Whenever any notice is required to be given to an Owner, member, or Director, a written waiver of the notice, signed by the person entitled to such notice, whether before or after the time stated in the notice, will be equivalent to the giving of such notice. Attendance by a member or Director at any

meeting of the Association or Board, respectively, will constitute a waiver of notice by such member or Director of the time, place, and purpose of such meeting. If all members or Directors are present at any meeting of the Association or Board, respectively, no notice will be required and any business may be transacted at such meeting.

ARTICLE X

DECLARANT PROVISIONS

10.1. Conflict. The provisions of this article will control over any provision to the contrary elsewhere in these Bylaws.

10.2. Board of Directors. During the Declarant control period, the Declarant will govern the number, qualification, and appointment of Directors. The initial Directors will be appointed by Declarant and need not be Owners or residents. Directors appointed by Declarant may not be removed by the Owners and may be removed by Declarant only. Declarant has the right to fill vacancies in any Directorship vacated by a Declarant appointee.

10.3. First Meeting of Members. A first meeting of the members may be held at the call of the majority of the Directors on notice provided not later than the third day before the date of the meeting. The notice must state the purposes of the meeting.

10.4. Organizational Meeting After Declarant Control Period. Within sixty (60) days before the end of the Declarant control period, Declarant will call an organizational meeting of the members for the purpose of electing Directors, by ballot of members. Notice of the organizational meeting will be given as if it were notice of an annual meeting.

ARTICLE XI

AMENDMENTS TO BYLAWS

11.1. Amendment. These Bylaws may be amended by a majority of the full Board or by a majority of members entitled to vote at a meeting. The Association will make a reasonable effort to provide all Owners with a detailed description, if not exact wording, of any amendment. If the members are to vote on the amendment, such description will be included in the notice of any annual or special meeting of the Association if such proposed amendment is to be considered at said meeting.

11.2. Adoption by Board of Directors. The initial Bylaws have been adopted by the Board of Directors.

11.3. Inconsistency Between Certificate of Formation and Bylaw. A provision of a certificate of formation that is inconsistent with a bylaw controls over the bylaw, except that a change in the number of Directors by amendment to the Bylaws controls over the number stated in the certificate of formation.

11.4. Consents. If the members are to vote on an amendment, the amendment may be adopted by the vote, in person or by proxy, or written consents of members representing at least a majority of the votes cast or present at a meeting for which a quorum is obtained.

11.5. Effective. To be effective, each amendment must be in writing, reference the names of the Subdivision and the Association, be signed by the president and secretary of the Association, and acknowledge the requisite approval of members or Directors, as the case may be. The amendment must recite the recording data for the Bylaws, be in a form suitable for recording as a real property record, and be delivered to the county clerk for recording. A copy of the amendment will be delivered to each Owner at the time of the notice of the next members' meeting following the recording of the amendment.

11.6. Declarant Protection. As long as the Declarant owns a Lot in the Subdivision, no amendment of these Bylaws may affect the Declarant's rights herein without the Declarant's prior written and acknowledged consent. During the period of Declarant control, the Declarant's written consent must be part of the amendment instrument.

ARTICLE XII

GENERAL PROVISIONS

12.1. Compensation. A Director, officer, member, or resident will not be entitled to receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a Director, officer, member, or resident; provided: (a) that reasonable compensation may be paid to a Director, officer, member, or resident for other services rendered to the Association; and (b) that a Director, officer, member, or resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been approved by the Board.

12.2. Association Delivery of Notice. Notices delivered by the Association will be given in the manner determined by the Board or its officers as its governing authority. Notice that is: (a) mailed is considered to be given on the date notice is deposited in the U.S. mail with postage paid in an envelope addressed to the person at

the person's address as it appears on the Ownership or membership records of the Association; and (b) transmitted by facsimile or electronic message is considered to be given when the facsimile or electronic message is transmitted to a facsimile number or an electronic message address provided by the person, or to which the person consents, for the purpose of receiving notice. The notice must be sent to the party's last known address as it appears on the records of the Association at the time of transmission. If an Owner fails to give the Association an effective address, the Association's notice may be sent (1) to the address of the Owner's Lot and/or (2) to the Owner's address shown on the then-current property tax rolls for the Lot. If the Association properly delivers the notice, the Owner is deemed to have been given notice, whether or not he actually receives it.

12.3. Waiver of Notice.

(a) **Written Waiver.** Notice of a meeting is not required to be given to an Owner, member, or governing person of a domestic entity, or a member of a committee of the Owners, members, or governing persons, entitled to notice under the Business Organizations Code or the governing documents of the Association if the person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before or after the time of the meeting.

(b) **Waiver by Participation.** If a person entitled to notice of a meeting participates in or attends the meeting, the person's participation or attendance constitutes a waiver of notice of the meeting unless the person participates in or attends the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called or convened.

(c) **Exceptions - Not Requiring Notice.** Notice of a meeting is not required to be given to an Owner or member of a filing entity entitled to notice if notice of two consecutive annual meetings and notice of any meeting held during the period between the two annual meetings, is mailed to the person entitled to notice of the meeting to the person's address as it appears on the Ownership or membership transfer records of the Association and is returned undeliverable. However, notice of a meeting must be given to a person not entitled to notice of the meeting under this paragraph if the person delivers to the filing entity a written notice of the person's address.

12.4. Conflicting Provisions. If any provision of these Bylaws conflicts with any law, such conflicting Bylaws provision will be null and void, but all other provisions of these Bylaws will remain in full force and effect. In the case of any conflict between the articles of incorporation of the Association and these Bylaws, the articles

will control. In the case of any conflict between the declaration and these Bylaws, the declaration will control.

12.5. Severability. Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

12.6. Construction; Capitalized Terms. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine. Any capitalized term that is not defined in these Bylaws shall have the meaning set forth in the Declaration.

12.7. Fiscal Year. The fiscal year of the Association will be set by resolution of the Board, and is subject to change from time to time as the Board determines. In the absence of a resolution by the Board, the calendar year is the fiscal year.

12.8. Waiver. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been waived by reason of failure to enforce the same, irrespective of the number of violations or breaches which may occur.

[*Certification and Signatures follow on next pages*]

CERTIFICATION & ACKNOWLEDGMENT

As the Declarant of the Subdivision and the initial and sole member of the Association, I certify that the foregoing Bylaws of the Association were adopted for the benefit of the Association by the initial Board of Directors of the Association at the organization meeting of the Board called by a majority of the Directors for the purpose of adopting these Bylaws.

SIGNED and **ADOPTED** effective this 13th day of July, 2015.

DECLARANT:

SHAW DEVELOPMENT, LLC

By: _____
MASSOUD SHAHKARAMI
A/K/A MASSEY SHAW
Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF ELLIS §

This instrument was acknowledged before me on the 15th day of July, 2015 by MASSOUD SHAHKARAMI a/k/a MASSEY SHAW, Manager for SHAW DEVELOPMENT, LLC, a Texas limited liability company.

_____
Notary Public, State of Texas

My Commission Expires

02-26-18

ASHLEY LOVE
Notary Public, State of Texas
My Commission Expires
February 26, 2018

AFTER RECORDING RETURN TO:

MASSEY SHAW
c/o James P. Moon
KAPLAN & MOON, PLLC
500 North Interstate 35E, Suite A
Red Oak, Texas 75154

City of Ovilla

Ovilla City Council

AGENDA ITEM REPORT

Item 6

Meeting Date: July 11, 2016
☒Discussion ☒Action
Submitted By: Staff
Reviewed By: ☒ City Manager ☒ City Secretary ☐ City Attorney ☐ Accountant ☒ Other: Staff

Department: Administration
Budgeted Expense: ☐YES ☐NO ☒N/A
Amount: N/A

Attachments:

1. Applications

Agenda Item / Topic:

ITEM 6. *DISCUSSION/ACTION* – Consideration of and action on volunteer board appointments to serve a term on the Municipal Services Advisory Committee (MSAC) and direct staff as necessary.

Discussion / Justification:

The MSAC, established July 28, 2014, consists of three-resident members and two ex-officio members, Public Works Director and City Manager. This Committee serves to assess current and future development and capital improvement budget recommendations. This committee works strictly as an advisory committee to the Council. MSAC meetings are the first Tuesday of the month, meeting quarterly or as needed at 5:00 p.m. This Committee serves a two-year term.

Two members have been appointed to other boards in addition to their appointments on the MSAC – until replaced. One new appointment, Mr. Bob Betik, was made at the last regular Council meeting. Staff is returning with applications for Council consideration.

CM Dennis Burn
PW Director Brad Piland
Bob Betik – New appointment

Still serving on the MSAC:
Ozzie Molina – Recently appointed to Place 6 Alternate position on the Board of Adjustment
Michael Myers – Council
Scott Surplus – Recently appointed to Place 1 on the Economic Development Corporation

Recommendation / Staff Comments:

N/A

Sample Motion(s):

I move that Council appoint the following to serve on the MSAC for a 2-year term:
1._____
2._____;
And, to replace these members from continued service on the MSAC:
1. _____
2. _____.

RETURN TO CITY SECRETARY'S OFFICE OR EMAIL TO pwoodall@cityofovilla.org
DATE RECEIVED: 6.14.2016

This Information is a Public Record
Public Service opportunities are offered by the City Of Ovilla without regard To race, color, national origin, religion, sex or disability.

CITY OF OVILLA
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

Board and commission members must meet the required qualifications listed below:

- ✓ Be a resident of the city for at least 6 months prior to date of appointment;
- ✓ Be a qualified voter at the time of the appointment;
- ✓ Have no criminal record that is considered by the City Council to be so serious that it serves as a disqualification (i.e. felony conviction);
- ✓ Not be an adversary party to pending litigation or claim against the city (except for eminent domain proceedings);
- ✓ Not to be an employee or a business associate of either an adversary party or a representative of an adversary party;
- ✓ Not in arrears on city taxes, water service charges or other obligations owed to the city; and
- ✓ Have a creditable record of attendance and performance in any previous board service.

If you are interested in applying for more than one position, please indicate your top three choices in order of your preference by placing a number in the space to the left of the board/commission/committee for which you are applying (#1 being your 1st choice, #3 being your last choice)

BOARDS, COMMISSIONS, COMMITTEES	MEETING INFORMATION
___ Planning and Zoning Commission	1ST Monday of each month or as necessary – 6:00 PM
___ Board of Adjustment	3rd Monday of each month or as necessary – 7:00 PM
___ Economic Development Corporation	3rd Monday of each month or as necessary – 6:00 PM
___ Municipal Development District	As necessary
___ Municipal Services Advisory Committee	As necessary
___ Park Development & Improvement	As necessary

NAME JUAN MUNOZ JR.

HOME ADDRESS 621 GREEN MEADOWS LN.

OVILLA, TX 75154

HOW LONG HAVE YOU LIVED IN OVILLA? 4 YRS EMAIL

HOME TELEPHONE BUSINESS TELEPHONE

PROFESSION FINANCIAL ADVISOR

INTERESTS TRAVELING, HUNTING, FISHING, MOTORSPORTS

RETURN TO CITY SECRETARY'S OFFICE OR EMAIL TO pwoodall@cityofovilla.org

1.) DO YOU HAVE EXPERIENCE THAT WOULD QUALIFY YOU FOR SERVING ON A PARTICULAR COMMITTEE?

I'VE WORKED WITH JPMORGAN CHASE FOR A DECADE AND HAVE ACQUIRED VARIOUS FINANCIAL SKILLS THAT I BELIEVE, WILL HELP OVILLA.

2.) HAVE YOU SERVED AS A MEMBER OF ANY MUNICIPAL BOARD OR COMMISSION IN OVILLA?

NO.

3.) HAVE YOU SERVED AS A MEMBER OF ANY MUNICIPAL BOARD OR COMMISSION FOR ANOTHER MUNICIPALITY? NO.

If yes to one or both, please list the municipality, committee and dates served:

4.) PLEASE LIST ANY CIVIC OR COMMUNITY ACTIVITIES IN WHICH YOU MAY HAVE PARTICIPATED.

- _____
- _____
- _____

5.) DO YOU HAVE ANY RELATIVES THAT ARE CITY EMPLOYEES, MEMBER OF THE CITY COUNCIL OR SERVE ON ANY BOARD? (YES OR NO) If yes, please list:

6.) WHAT IS YOUR CURRENT PLACE OF EMPLOYMENT OR BUSINESS AFFILIATION? (Please indicate if you are self-employed, home-maker, retired) JPMORGAN CHASE + COMPANY.

STATEMENT OF INTENT: If appointed, I agree to serve on the Board/Commission for which I have applied or to the Board/Commission to which I am needed.

SIGNATURE **DATE** 6/14/2016

JUAN MUNOZ JR.

PRINTED NAME OF APPLICANT

****

City of Ovilla

CITY OF OVILLA OFFICIAL USE ONLY

DATE APPOINTED _____ ***COMMITTEE APPOINTED TO*** _____

RETURN TO CITY HALL,
105 SOUTH COCKRELL HILL ROAD,
OVILLA, TX 75154
972-617-7262

ATTENTION: Pamela Woodall

RETURN TO CITY SECRETARY'S OFFICE OR EMAIL TO pwoodall@cityofovilla.org

DATE RECEIVED: 6·16·16 gw

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CITY OF OVILLA
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

The City of Ovilla desires qualified, interested citizens to serve on city boards and/or commissions. We appreciate your interest in Ovilla's current needs and future. If you believe you meet the requirements and have the allowed time to serve on a board or commission, please complete the following.

Board and commission members must meet the required qualifications listed below:

- ✓ Be a resident of the city for at least 6 months prior to date of appointment;
- ✓ Be a qualified voter at the time of the appointment;
- ✓ Have no criminal record that is considered by the City Council to be so serious that it serves as a disqualification (i.e. felony conviction);
- ✓ Not be an adversary party to pending litigation or claim against the city (except for eminent domain proceedings);
- ✓ Not to be an employee or a business associate of either an adversary party or a representative of an adversary party;
- ✓ Not in arrears on city taxes, water service charges or other obligations owed to the city; and
- ✓ Have a creditable record of attendance and performance in any previous board service.

If you are interested in applying for more than one position, please indicate your top three choices in order of your preference by placing a number in the space to the left of the board/commission/committee for which you are applying (#1 being your 1st choice, #3 being your last choice)

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___ Municipal Services Advisory Committee	As necessary
___ Park Development & Improvement	As necessary

NAME Stephanie Heimbuch

HOME ADDRESS 613 William Dr.
Ovilla Tx 75154

HOW LONG HAVE YOU LIVED IN OVILLA? 1 yr EMAIL

HOME TELEPHONE BUSINESS TELEPHONE 972-617-2941 x4674

PROFESSION Curriculum Coordinator

INTERESTS painting, drawing, playing with my children + gardening

RETURN TO CITY SECRETARY'S OFFICE OR EMAIL TO pwoodall@cityofovilla.org

1.) DO YOU HAVE EXPERIENCE THAT WOULD QUALIFY YOU FOR SERVING ON A PARTICULAR COMMITTEE?

I have served on many district or campus committees over my 21 years in education.

2.) HAVE YOU SERVED AS A MEMBER OF ANY MUNICIPAL BOARD OR COMMISSION IN OVILLA?

NO

3.) HAVE YOU SERVED AS A MEMBER OF ANY MUNICIPAL BOARD OR COMMISSION FOR ANOTHER MUNICIPALITY?

If yes to one or both, please list the municipality, committee and dates served:

NO

4.) PLEASE LIST ANY CIVIC OR COMMUNITY ACTIVITIES IN WHICH YOU MAY HAVE PARTICIPATED.

- Church organized events - many (OUMC)
- Red Oak district events - many
- Relay for Life committee

5.) DO YOU HAVE ANY RELATIVES THAT ARE CITY EMPLOYEES, MEMBER OF THE CITY COUNCIL OR SERVE ON ANY BOARD? (YES OR NO) If yes, please list:

6.) WHAT IS YOUR CURRENT PLACE OF EMPLOYMENT OR BUSINESS AFFILIATION? (Please indicate if you are self-employed, home-maker, retired) Red Oak ISD.

STATEMENT OF INTENT: If appointed, I agree to serve on the Board/Commission for which I have applied or to the Board/Commission to which I am needed.

Stephanie Heimbuch — **SIGNATURE**

6/13/16 — **DATE**

Stephanie Heimbuch

PRINTED NAME OF APPLICANT

****

City of Ovilla

CITY OF OVILLA OFFICIAL USE ONLY

DATE APPOINTED _____ ***COMMITTEE APPOINTED TO*** _____

RETURN TO CITY HALL,
105 SOUTH COCKRELL HILL ROAD,
OVILLA, TX 75154
972-617-7262

ATTENTION: Pamela Woodall

City of Ovilla

Ovilla City Council

AGENDA ITEM REPORT

Item 7

Meeting Date: July 11, 2016
☒Discussion ☒Action
Submitted By: Dennis Burn, CM
Reviewed By: ☒ City Manager ☒ City Secretary ☐ City Attorney ☐ Accountant ☐ Other: Staff

Department: Administration
Budgeted Expense: ☐YES ☐NO ☒N/A
Amount: N/A

Attachments:

1. 2 Applications

Agenda Item / Topic:

ITEM 7. *DISCUSSION/ACTION* – Consideration of and action on a volunteer alternate board appointment to fill the vacancy of an existing term, Place 7, on the Board of Adjustment (BOA) and direct staff as necessary.

Discussion / Justification:

The Board of Adjustment consists of a five-member board and two alternate positions. Over the past few regular Council meetings specific place appointments have been made by Council, leaving one unexpired term/vacancy on the Board.

Recent appointments:

BOA Place 2 John Knight
BOA Place 4 Sandra Cawley
BOA Place 6 Ozzie Molina
BOA Place 7 – unexpired term vacant (1-year left on this term)

As directed, staff posted notice for board applications. Two new applications have been submitted for Council consideration.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

I move that Council **approve/deny** the appointment of _____ to serve in the alternate position as Place 7, the unexpired term (1-year) on the BOA.

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DATE RECEIVED: 6·16·16 gw

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CITY OF OVILLA
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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Board and commission members must meet the required qualifications listed below:

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- ✓ Be a qualified voter at the time of the appointment;
- ✓ Have no criminal record that is considered by the City Council to be so serious that it serves as a disqualification (i.e. felony conviction);
- ✓ Not be an adversary party to pending litigation or claim against the city (except for eminent domain proceedings);
- ✓ Not to be an employee or a business associate of either an adversary party or a representative of an adversary party;
- ✓ Not in arrears on city taxes, water service charges or other obligations owed to the city; and
- ✓ Have a creditable record of attendance and performance in any previous board service.

If you are interested in applying for more than one position, please indicate your top three choices in order of your preference by placing a number in the space to the left of the board/commission/committee for which you are applying (#1 being your 1st choice, #3 being your last choice)

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- Relay for Life committee

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6.) WHAT IS YOUR CURRENT PLACE OF EMPLOYMENT OR BUSINESS AFFILIATION? (Please indicate if you are self-employed, home-maker, retired) Red Oak ISD.

STATEMENT OF INTENT: If appointed, I agree to serve on the Board/Commission for which I have applied or to the Board/Commission to which I am needed.

Stephanie Heimbuch
SIGNATURE

6/13/16
DATE

Stephanie Heimbuch
PRINTED NAME OF APPLICANT

****

City of Ovilla

CITY OF OVILLA OFFICIAL USE ONLY

DATE APPOINTED _____ ***COMMITTEE APPOINTED TO*** _____

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972-617-7262

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NAME JUAN MUNOZ JR.

HOME ADDRESS 621 GREEN MEADOWS LN.

OVILLA, TX 75154

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HOME TELEPHONE BUSINESS TELEPHONE

PROFESSION FINANCIAL ADVISOR

INTERESTS TRAVELING, HUNTING, FISHING, MOTORSPORTS

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1.) DO YOU HAVE EXPERIENCE THAT WOULD QUALIFY YOU FOR SERVING ON A PARTICULAR COMMITTEE?

I'VE WORKED WITH JPMORGAN CHASE FOR A DECADE AND HAVE ACQUIRED VARIOUS FINANCIAL SKILLS THAT I BELIEVE, WILL HELP OVILLA.

2.) HAVE YOU SERVED AS A MEMBER OF ANY MUNICIPAL BOARD OR COMMISSION IN OVILLA?

NO.

3.) HAVE YOU SERVED AS A MEMBER OF ANY MUNICIPAL BOARD OR COMMISSION FOR ANOTHER MUNICIPALITY? NO.

If yes to one or both, please list the municipality, committee and dates served:

4.) PLEASE LIST ANY CIVIC OR COMMUNITY ACTIVITIES IN WHICH YOU MAY HAVE PARTICIPATED.

- _____
- _____
- _____

5.) DO YOU HAVE ANY RELATIVES THAT ARE CITY EMPLOYEES, MEMBER OF THE CITY COUNCIL OR SERVE ON ANY BOARD? (YES OR NO) If yes, please list:

_____

6.) WHAT IS YOUR CURRENT PLACE OF EMPLOYMENT OR BUSINESS AFFILIATION? (Please indicate if you are self-employed, home-maker, retired) JPMORGAN CHASE + COMPANY.

STATEMENT OF INTENT: If appointed, I agree to serve on the Board/Commission for which I have applied or to the Board/Commission to which I am needed.

SIGNATURE _____ **DATE** 6/14/2016

JUAN MUNOZ JR.

PRINTED NAME OF APPLICANT

****

City of Ovilla

CITY OF OVILLA OFFICIAL USE ONLY

DATE APPOINTED _____ ***COMMITTEE APPOINTED TO*** _____

RETURN TO CITY HALL,
105 SOUTH COCKRELL HILL ROAD,
OVILLA, TX 75154
972-617-7262

ATTENTION: Pamela Woodall

City of Ovilla

Ovilla City Council

AGENDA ITEM REPORT

Item 8

Meeting Date: July 11, 2016

Department: Administration/Municipal Court

☒**Discussion** ☒**Action**

Budgeted Expense: ☐**YES** ☐**NO** ☒**N/A**

Submitted By: **Dennis Burn, CM**

Amount: **N/A**

Reviewed By: ☒ **City Manager** ☒ **City Secretary** ☐ **City Attorney**

☐ **Accountant** ☒ **Other:** **Staff**

Attachments:
1. Municipal Court procedures for the processing of warrants 2. Random case file checks on five outstanding warrants 3. Survey from neighboring municipalities on outstanding warrants
Agenda Item / Topic:
ITEM 8. *DISCUSSION* – Discuss the handling of warrant procedures.
Discussion / Justification:
Place 5 Myers asked that this be placed on the agenda to review the warrant process.
Recommendation / Staff Comments:
Sample Motion(s):
Discussion only.

Municipal Court Warrant Process:

1. After a missed court date, the defendant is sent a letter notifying them of the missed appearance.
    a. If no further action is taken *Failure to Appear* charges are added.
    b. Every case has a complaint and affidavit for probable cause filed in preparation for warrants.

2. The morning of court, the warrants are prepared for the Judge to sign.
    a. This includes adding the $50 warrant fee, 30% collection agency fee and $30 Omni fee (if applicable).
    b. While the Judge is here for court, he signs each of the warrants.

3. After court, each warrant is stamped with the court seal and copies are made of the warrants.
    a. The originals are sent to the police department for them to be taken to Midlothian dispatch for posting on the regional database.
    b. The copies are placed in the court files; each case is marked with the added fees and warrant date, and then placed with the active warrants.
    c. Court Clerk sends three reports to the collection agency every month:
        i. One report with new warrants;
        ii. An adjustment report (for any payments on accounts);
        iii. A report showing the total amount collected for each month.
        iv. Court Clerk uploads files to the Omni website, which will put holds on Texas Driver's License renewals until our warrants are paid.

4. Options to clear warrant:
    a. The defendant has the option to make a full payment on warrants;
    b. Post a bond for a new court date
    c. Alternatively, hire an attorney and the attorney posts a bond.
    d. If a full payments if made, the Court Clerk sends an email to Midlothian dispatch with request to clear the warrant from the regional database.
    e. Court Clerk releases the hold on the defendant's driver license through Omni and the file is prepared for the Judge's signature for a conviction.
    f. If a bond is posted, the Court Clerk sends an email to Midlothian dispatch with request to clear the warrant and the sets the case(s) for the next court date. Once the defendant has seen the Judge, the Court Clerk then releases the hold on their driver's license.

CITY OF OVILLA
POLICY AND PROCEDURES

Subject:	Class:		Number:
Mailing Processing	( ) Complete Revision ( ) Partial Revision (x) New	Supersedes:	Page:

Policy:
All mail, correspondence, and paperwork received by the Court will be opened and each piece will be date stamped upon receipt. This includes citations, jail paperwork and proof presented by defendants. The exceptions to this policy are as follows: any mail that is marked "Confidential", "Personal," and/ or any original certificates or diplomas. All "Confidential" and / or "Personal" and interoffice mail is to remain closed. Each envelope is to be date stamped when received on the outside of the envelope.

Practice:

The mail for the Judge will be placed in his box, all requests for "time served" or extensions on payment of fines must presented to the Judge for a decision.

Responsibility	*Action*
Clerk	Date stamp mail.

Procedure Coordinator:

Issue Date:	Effective Date:	Approved by:
	May 14,2008	Scott E. Kurth, Presiding Judge

CITY OF OVILLA
POLICY AND PROCEDURES

Subject:	Class:		Number:
Defendant Appearance	( ) Complete Revision ( ) Partial Revision (x) New	Supersedes:	Page:

Policy:
Defendants are required to appear before the Municipal Court if charged with an offense and answer to the charge. The appearance may be in person or by mail prior to the initial appearance date on the citation or bond, Defendants appearing in person must present a state issued picture identification cards to the clerk assisting them. Appearances after the initial appearance date or on cases in warrant status also require presentation of a state issued picture identification card.

Practice:

The clerk requires a picture ID from all defendants appearing in person at the court window. The identification card is copied or scanned and the copy is placed in the courts file.

Responsibility	*Action*
Receiving Clerk	Receive identification from defendant. Make copy or scan image. Attach to or place copy in file. The clerk than proceeds with assisting the defendant.

Issue Date:	Effective Date:	Approved by:
	May 14,2008	Scott E. Kurth, Presiding Judge

CITY OF OVILLA
POLICY AND PROCEDURES

Subject:	Class:		Number:
Time to Pay or Appeal After Submission of Written Plea of No Contest – 30 Days	( ) Complete Revision ( ) Partial Revision (x) New	Supersedes:	Page:

Policy:

After submission of a written plea of guilty & waiver of jury trial, by mail or at the court window pay the fine and cost assessed within 30 (thirty) days. The written plea must be entered by the Defendant or the Defendant's Attorney. The 30 days will be calendar days, if the 30th day is a weekend or holiday the City of DeSoto offices are not open for business, the case is extended until the next business date. The 30 (thirty) days to pay the fine and costs begins on the date the pleas received by the court.

Responsibility	*Action*
Written Plea of No Contest/ Guilty Received	Clerk receives written plea from Defendant. Clerk completes judgment to reflect 30 (thirty) days to pay fine. Disposition is entered into court system.
Notice of 30 days extension	Defendant receives a copy of judgment slip at court window, or clerk mails a notice letter to Defendant with 30 (thirty) day extension noted at the address on the Defendants drivers license.
Judge's signature approval	The judgment is presented to the Judge for signature.

Procedure Coordinator:

Issue Date:	Effective Date:	Approved by:
	May 14, 2008	Scott E. Kurth, Presiding Judge

CITY OF OVILLA
POLICY AND PROCEDURES

Subject: Warrant Clearance Procedure	Class:		Number:
	( ) Complete Revision ( ) Partial Revision (x) New	Supersedes:	Page:

Policy: When court staff takes a payment at the court window/ the court clerk will clear the warrant on t-lets. Then at the end of each day fax will be sent to dispatch to pull and return original warrant to Municipal Court. Warrant Officers will pick up original warrants from dispatch and deliver them to the Municipal Court.

Procedure: The clerk shall immediately upon receipt of payment pull the original warrant from dispatch and return it to the court's file and note "warrant withdrawn" on the original warrant in bold red ink. Clerk to immediately notify dispatch to remove the warrant from TCIC and other reporting systems

Responsibility	*Action*
Court Staff	Notifies Regional Communication of the need to clear warrant by fax. Clerk notes the clearance of the warrant on the list faxed to Regional Communication daily.
Regional Communications Staff	Retrieves Warrant from file and place in Municipal Court box for pick-up by Warrant Officers the next morning.
Warrant Officers	Picks up original warrant and list from Regional Dispatch and returns warrant to Municipal Court.
Court Staff	Will note in computer system that warrant was received from Regional Dispatch.

Issue Date:	Effective Date: May 15, 2008	Approved by: Scott Kurth, Presiding Judge

CITY OF OVILLA
POLICY AND PROCEDURES

Subject: Deferred Disposition	Class:		Number:
	( ) Complete Revision ( ) Partial Revision (x) New	Supersedes:	Page:

Policy:
Defendants or their attorney of record must enter a plea in writing of guilty or no contest, and waive their rights to a jury trial. Defendants or their attorney may request deferred disposition for the dismissal of any qualifying offenses any time prior to the initial appearance date on the citation or bond. Defendants with non-qualifying offenses may appear before the Judge. Defendants with multiple qualifying offenses may request deferred disposition. The fee payment will be posted in the form of a non-refundable bond the amount is equal to the window fine stated and fifty ($50.00) dollars. The deferred period will begin at the time Judge signs the order and the period will run (180) days. Defendants must not be issued a citation for any similar offense during the deferral period. Defendant's granted deferred in open court must meet any other conditions as established by the Municipal Court Judge. Failure to meet all conditions and requirements may result in fines assessed and a conviction reported on the Defendant's record. Defendants who fail to meet all requirements of the deferred disposition or pay the non-fundable bond will be required to appear for a show cause hearing. Defendant, who fails to appear for the show causes hearing will be convicted of the offense charge, assessed a maximum fine, plus costs and a capias pro fine warrant will be issued for the arrest of the defendant.

Practice:
The Defendant's request ad plea will be recorded ad entered by the receiving clerk for all qualifying offenses. Disposition is entered into the court system. Upon satisfactory completion of all requirements, the case will be disposed ad the disposition closed in the court system.

Responsibility	*Action*
Receiving Clerk	Receive plea and jury trial waiver. Post payment of administrative fee or enter a ten (10)day extension for payment. Upon payment enter the disposition and continue the case in the court system.
Disposition Clerk	Review defendant case completion information. If defendant has complied with all conditions of deferral, complete the dismissal judgment and post in the court system. If the defendant has failed to comply with all conditions of the deferral, schedule the case for a show cause hearing. Mail a notice to the defendant of the hearing date and time.
Defendant	Appearance in court required.
Judge	Determines if the defendant has presented sufficient cause to the court as show cause hearing. If insufficient, renders judgment and assess a fine amount, if sufficient, dismisses case and close deferred period. If the Defendant fails to appear for show cause hearing, case goes to judgment; convictions is entered and fine are assessed. For either disposition, the judgment is completed and signed by the Judge.
Disposition Clerk	The disposition is entered into the court system. Case is filed

Issue Date:	Effective Date: May 15, 2008	Approved by: Scott E Kurth Scott Kurth, Presiding Judge

CITY OF OVILLA
POLICY AND PROCEDURES

Subject:	Class:		Number:
Failure to change address	( ) Complete Revision ( ) Partial Revision (x) New	Supersedes:	Page:

Policy: Proof of renewal of change of address must be completed within 20 days of receipt of the citation. The Defendant will be charged a $20 administrative fee and the case will be dismissed. After a warrant has been issued, the defendant or their surety is required to post bond and the proof of renewal must be presented in court,

Practice:

All proof presented to the court will be reviewed by the clerk receiving the document. A copy of the document will be made. The copy will be date stamped and initialed by receiving clerk. The appropriate disposition will be entered into the curt system.

Responsibility	*Action*
Receive change of address receipt and fee is paid.	Check the date of renewal to verify that the defendant changed the address on the D.L. within 20 days from the date of the citation.
Require appearance in court	Proof is insufficient, does not meet above criteria.
Dismiss Offense charged	Proof is sufficient and meets above criteria and $20 is paid. Dismissal disposition is entered in the court system. Judgment is completed for Judge's approval.
Judge's approval signature	Judge approves and signs judgment at the next court session

Procedure Coordinator:

Issue Date:	Effective Date:	Approved by:
	January 1, 2008	Scott E. Kurth, Presiding Judge

CITY OF OVILLA
POLICY AND PROCEDURES

Subject:	Class:		Number:
Expired Driver's License	( ) Complete Revision ( ) Partial Revision (x) New	Supersedes:	Page:

Policy: **Proof of renewal receipt for Driver's License may be may be presented to the court staff prior to the issuance of a warrant. The license must have been renewed within 20 business days from the date the citation was issued or before the Defendant's first appearance, whichever is later. The Defendant will be charged a $20 administrative fee and the case will be dismissed. After a warrant has been issued, the defendant or their surety is required to post bond and the proof of renewal must be presented in court,**

Practice:

All proof presented to the court will be reviewed by the clerk receiving the document. A copy of the document will be made. The copy will be date stamped and initialed by receiving clerk. The appropriate disposition will be entered into the court system.

Responsibility	*Action*
Receive change of address receipt and fee is paid.	Check the renewal date to verify that the D.L. number is the same as on the ticket. Defendants pays administrative fee of $20.00
Require appearance in court	Proof is insufficient, does not meet above criteria.
Dismiss Offense charged	Proof is sufficient and meets above criteria. Dismissal disposition is entered in the court system. Judgment is completed for Judge's approval.
Judge's approval signature	Judge approves and signs judgment at the next court session

Procedure Coordinator:

Issue Date:	Effective Date:	Approved by:
	January 1, 2008	Scott E. Kurth, Presiding Judge

CITY OF OVILLA
POLICY AND PROCEDURES

Subject:	Class:		Number:
Payment Plan	( ) Complete Revision ( ) Partial Revision (x) New	Supersedes:	Page:

Policy:
Defendants must enter a plea in writing of guilty or no contest, and waive their right to a jury trial. Defendants must complete an application for Payment of Fines and Court Costs form. To qualify the defendant must have more than one case. Defendants must pay one-third (1/3) of the total due upon request. The total due will include the time payment fee for each case. All forms of payments will be accepted. The second payment of (1/3) will be due within thirty (30) days. Upon receipt of the second payment, the balance will be extended for an additional thirty (30) days. If any payment is not received by the due date, all remaining cases pending will have a Capias Pro Fine Warrant issued for the arrest of the defendant immediately. No further extension will be granted.

Practice:
The Defendant's request and plea will be recorded and entered by the receiving clerk. Disposition is entered into the court system. Upon satisfactory completion of all requirements, the case will be disposed and the disposition closed in the court system.

Responsibility	***Action***
Receiving Clerk	Receive plea and trial waiver. Enter time payment fees, and post payment of one-third (1/3) of the total due. Upon payment enter the disposition and continue the case in the court system for the thirty (30) days. Obtain Judge's signature.
Defendant	Post second payment within 30 days, and then pay final payment within next 30 days.
Warrant Clerk	Issue Capias Pro Fine Warrant for any cases with unpaid balances past due.

Procedure Coordinator: Court Administrator and DeSoto Municipal Judge

Issue Date:	Effective Date:	Approved by:
	June 25, 2007	Scott Kurth, DeSoto Municipal Court Judge

CITY OF OVILLA
POLICY AND PROCEDURES

Subject:	Class:		Number:
Alcohol Offenses Minors	( ) Complete Revision ( ) Partial Revision (x) New	Supersedes:	Page:

Policy:
Minor Defendants are defined for this offense as twenty years of age or younger. Minors charged with an alcohol-related offense are required to appear in person before the Municipal Judge in open court. Defendants seventeen years of age or younger must also appear with a parent or legal guardian. All cases will be scheduled for an initial hearing before the Judge on a court docket.

Practice:

The case will be entered by the data entry clerk and scheduled for a Juvenile court docket. Notice letter is mailed to the Defendant and the parent or legal guardian.

Responsibility	*Action*
Clerk	Receives case from the police department. Enters cases into the court system. Mails notice letter to defendant and the parent or legal guardian. Files case in the appropriate court docket.
Defendant	Appearance in court required. If the Defendant fails to appear for the court docket, mail failure to appear notices to Austin. If Defendant is 17 years of age or over issue warrant.
Clerk	The disposition is entered into the court system. Case is filed

Procedure Coordinator:

Issue Date:	Effective Date:	Approved by:
	May 13, 2008	Scott E. Kurth, Presiding Judge

Defendant #1

Citation Date: 5/23/2015 Warrant Date: 9/24/2015 Sent to Collectons: 10/15

Defendant has received 4 letters, I just sent one on 6/13/2016. We called the phone number listed, but never made contact with the defendant. He has not called in. We have mailed letters to two different addresses.

Defendant #2

Citation Date: 6/10/2014 Warrant Date: 9/18/2014 Sent to Collections: 10/14

Defendant has received 8 notices, most recently received one on 6/13/2016. We made 3 phone calls and talked to a cousin who told us that the defendant went back to Mexico and did not plan on returning. The cousin said he would contact the defendants brother so he could relay the message. We were unable to confirm his whereabouts.

Defendant #3

Citation Date: 4/04/2013 Warrant Date: 5/20/2013 Sent to Collections: 9/14

Defendant has receive 8 notices, the most recent one on 6/13/2016. We've made 7 phone calls to the defendant. We spoke with the defendants father who said he will relay messages to his son. His son has recently lost his phone so he has no good number for him. Address on file is address for DEF's uncle so we can continue sending letters there.

Defendant #4

Citation Date: 3/22/2012 Warrant Date: 5/25/2012 Sent to Collections: 12/14

Defendant was most recently sent a letter on 6/13/2016, making his 8th letter sent out. We've made a couple unsuccessful attempts at calling. The defendant has made no contact with our office.

Defendant #5

Citation Date: 3/26/2011 Warrant Date: 6/29/2011 Sent to Collections: 2/15

Defendant has received 5 letters since 2/16/2015, we have called her three times. The most recent contact with the defendant was 3/4/2016 when she called wanting to know if she could set up her tickets on a payment plans. She was informed to contact the court directly. I just mailed her another notice on 6/31/2016

Warrant Survey

	# of warrants	Total of warrants	Collection Agency
Cedar Hill	4,797	$1,917,873.00	Yes
DeSoto	16,367	$6,604,065.67	Yes
Ferris	7,969	$3,026,382.55	Yes
Glenn Heights	3,239	$1,285,564.45	Yes
Midlothian	2,629	$884,294.43	Yes
Ovilla	403	$141,210.30	Yes
Red Oak	5,735	$1,923,272.48	Yes

City of Ovilla

Ovilla City Council

AGENDA ITEM REPORT

Item: **9**

Meeting Date: July 11, 2016 | **Department: Administration/Finance**

☒ **Discussion** ☒ **Action** | **Budgeted Expense:** ☐ **YES** ☐ **NO** ☒ **N/A**

Submitted By: **Dennis Burn** | **Amount:** **$N/A**

Reviewed By: ☒ **City Manager** ☒ **City Secretary** ☐ **City Attorney**
☐ **Accountant** ☐ **Other**

Attachments - only if requested:

C1. May 2016 Financial Transactions over $5,000
C2. Resolution R2016-05 approving authorized representative with TexPool
C3. Resolution R2016-06 approving authorized representative with TexSTAR
C4. Resolution R2016-07 approving ATMOS 2016 Assessment and Membership

Agenda Item / Topic:

ITEM 9. *DISCUSSION/ACTION* – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

Discussion/Justification

This item is for individual consideration in the event any consent item is pulled from the Consent Agenda.

Recommendation / Staff Comments:

Sample Motion(s):

I move to. . .