



**SUPPLEMENTARY DECLARATION
OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CROWN VALLEY ESTATES**

STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF PARKER

DOC # 202040 746

(Crown Valley Estates, Phase 1, Section 3, Recorded in Plat Cabinet E, Slide 626 Plat Records, Parker County, Texas.

THIS SUPPLEMENTARY DECLARATION OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN VALLEY ESTATES ("Supplementary Declaration"), shall pursuant to Article II, Section 2.02(a) of the Declaration of Covenants, Conditions and Restrictions for Crown Valley Estates, recorded in Volume 2050, Page 1262, Official Public Records, Parker County, Texas (as amended and supplemented, the "Original Declaration"); add and annex the additional property located in Crown Valley Estates, Phase 1, Section 3, recorded in Cabinet E, Slide 626, Plat Records, Parker County, Texas, as further described in Exhibit "A" ("Additional Land"), attached hereto and incorporated herein, into the Original Declaration, (as amended and supplemented, the "Declaration"). This Supplementary Declaration ("Supplement") is made this 16th day of November, 2020, by the Declarant ("Effective Date").

PRELIMINARY STATEMENTS

Declarant holds all Declarant rights reserved under the Declaration and as set forth and executed under that Assignment of Declarant Status recorded on September 27, 2018, as Document No. 201824731 in the Official Public Records of Parker County, Texas (the "Assignment") and pursuant to its rights as Declarant, Declarant desires to amend and modify certain covenants, conditions and restrictions set forth in the Original Declaration, as so modified, amended and/or supplemented, and as more specifically set forth in this Supplement.

The Declarant desires to annex Additional Land, and executes and records this Supplement as evidence of its approval of inclusion and annexation of the Additional Land into the Property (as defined in the Declaration), subject to the Declaration as so modified, amended and/or supplemented, pursuant to Declarant's rights under the Declaration as set forth in the Assignment. The Additional Land is owned by Mit-Mar Land, LP, a Texas limited partnership ("Additional Land Owner") and the Additional Land Owner desires to join in this Supplement as "Owner" of the Additional Land to acknowledge, agree and approve of encumbering the Additional Land by the Declaration, as modified, amended and supplemented and by this Supplement.

Accordingly, such Lots shall be fully subject to all the provisions and conditions of the

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Declaration (as amended and supplemented), subject only to the following complimentary additions, deletions and modification as set forth below. Such complimentary additions, deletions and modifications set forth below shall ONLY BE APPLICABLE TO THE ADDITIONAL LOTS contained in Crown Valley Estates, Phase 1, Section 3, attached as Exhibit "A" to this Supplementary Declaration. All other provisions of the Declaration shall remain in full force and effect and shall not be modified or amended, except as set out in this Supplementary Declaration.

NOW THEREFORE, the Declarant does hereby adopt this Supplement as follows:

1. Definitions. Unless otherwise defined in this Supplement, all capitalized words or terms used herein shall be defined and have the meaning set forth in the Declaration as modified and amended hereby.

2. Additional Land Subject to Declaration. In accordance with the provisions of the Declaration, the Declarant does hereby amend the Declaration to include the Additional Land as part of the Property and residential lot development area subject to the Declaration, with such Additional Land developed or to be developed as Lots and/or Common Properties, in accordance with the plat approved and recorded or to be recorded in the map/plat records of Parker County, Texas. In this regard, the Declarant hereby adopts, establishes and imposes the covenants, conditions, restrictions, assessments, easements, liens and charges of the Declaration as they apply to Lots and Common Properties upon the Additional Land, and declares that Additional Land and all portions thereof are and shall be developed, held, used, sold, and conveyed subject to the provisions of the Declaration, as may be modified or amended from time to time, and all such covenants, conditions, restrictions, assessments, easements, liens and charges as set forth in the Declaration with respect to Additional Land as set forth in this Supplement. All of the provisions of the Declaration, as amended shall apply to the Additional Land with the same force and effect as if such Additional Land was originally included in the Declaration, and the total number of Lots under the Declaration increased accordingly. Each Lot within the Additional Land shall be subject to the use restrictions and architectural controls as provided in the Declaration applicable to residential lot development area and which apply to Lots and any residence or other improvement or structure constructed thereon. Exhibit "A" attached to the Declaration is hereby modified and amended to add to the land originally described on such Exhibit "A" of the Declaration, the Additional Land described on Exhibit "A" attached hereto as if same was originally included in the Declaration.

3. Membership and Voting Rights. Each Owner of a Lot within the Additional Land shall automatically be, and must remain, a Member of the Association so long as such person or entity is an Owner, as provided in the Declaration.

4. Assessments. An assessment lien is hereby created and reserved in-favor of the Association to secure the collection of Assessments as provided in the Declaration, and as provided for, authorized, or contemplated herein. Each Owner of a Lot within the Additional Land, by acceptance of a deed or other conveyance or transfer of legal title to a Lot, whether or not it shall be so expressed in any such deed or other conveyance or transfer, shall be deemed to have covenanted and agreed to pay to the Association, or to an independent entity or agency which may be designated by the Association to receive such monies, Assessments as provided in the

Declaration. Until and unless otherwise determined by the Board of Directors of the Association, the annual assessment for Lots in the Additional Land shall be the same as that charged to all other Lots within the Property.

**ARTICLE IX
CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS,
PROTECTIVE CONVENANTS**

The Property (and each Lot situated therein) shall be occupied and used as follows:

9.02. Minimum Floor Space. Each dwelling constructed on any Lot in the Crown Valley Estates, Phase 1, Section 3, that is adjacent to the golf course, shall contain a minimum of two thousand, two hundred (2,200) square feet of air-conditioned floor area of which one thousand (1,000) square feet must be on the first floor, exclusive of porches, garages or breezeways attached to the main dwelling. Each dwelling constructed on any Lot in the Crown Valley Estates, Phase 1, Section 3, that is not adjacent to the golf course, shall contain a minimum of two thousand (2,000) square feet of air-conditioned floor area, exclusive of porches, garages or breezeways attached to the main dwelling. All foundations built or constructed upon a Lot shall be approved by an engineer and bear the file stamp of such engineer. Variance of ten percent (10%) shall be permitted.

9.03 Garages. Each single-family residential dwelling erected on any Lot shall provide primary garage space for a minimum of two automobiles ("Primary Garage"). Garages may either be front or side-facing. All garage doors shall be constructed of unfinished cedar wood or metal with wood (e.g. – Trim Tech or other smart trim door), as approved by the Architectural Control Committee.

9.06 Fencing. All fences constructed by the developer of Crown Valley Section 1, Phase 3, for Blocks F & J must be left in place and may not be obstructed. Side fences may be of western red cedar, redwood, or treated spruce. Golf Course lot rear fencing must be of wrought iron construction.

9.16 Landscaping. Each residence shall be fully landscaped within one-hundred twenty (120) days after the date on which the living structure is ninety-five (95%) percent complete. The landscaping of each Lot shall be principally grass and no landscaping plan shall be implemented until approval of the Committee has been obtained. Landscaping will not be allowed to obstruct night lines or driveway intersections. All landscape areas to be irrigated and maintained and approved by the City of Weatherford and shall be in accordance with Design Guidelines and any amendments thereto. All existing areas are to be preserved to the extent possible. Notwithstanding anything to the contrary contained herein, any lots over one-half (0.5) acre shall not be required to be fully landscaped.

9.20 Mailboxes. All mailboxes erected within Crown Valley Estates, Phase 1, Section 3, must be in compliance with all requirements of the U.S. Post Office; additionally, individual on-lot mailboxes shall not be permitted.

9.30 Driveways. All driveways and sidewalks shall be of concrete. No asphalt, hot top, or the like shall be used on any Lot for driveways, sidewalk or otherwise. All sidewalks that are located in front of the house and along any street should be four (4) feet wide and placed back of curb, and in accordance with the Design Guidelines, and any amendments thereto.

9.31 Setbacks. All front setbacks are shown on the Plat, the rear setback shall be a minimum of twenty (20) feet and side yard setbacks shall be a minimum of five (5) feet for all Lots, all other setbacks shall remain as recorded in Crown Valley Estates, Phase 1, Section 3 plat in Parker County, Texas.

13. No Other Effect. Except as expressly amended by this Supplement, the terms and provisions of the Declaration and Design Guidelines are not amended, modified or supplemented, and the Declaration and Design Guidelines, as amended hereby, are hereby supplemented and amended by the Declarant and the Additional Land is hereby affected by and included in the Property affected by such Declaration as set forth herein.

14. Severability. Invalidation of anyone provision of this Supplement by judgment or court order shall in no way affect any other provision of this Supplement or the remainder of this Supplement which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Supplement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.


15. Headings. The headings contained in this Supplement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Supplement.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGES FOLLOWS

IN WITNESS WHEREOF, SSB Crown Valley Development, LLC, being the Declarant herein, caused this instrument to be executed as of the date set forth below, but effective for all purposes as of the Effective Date.

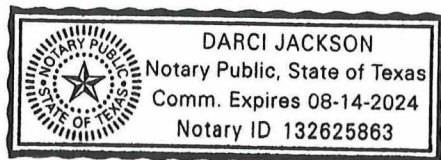
DECLARANT:

SSB CROWN VALLEY DEVELOPMENT, LLC,
a Texas limited liability company

By:  _____
Steven S. Brown
Manager

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on November 13, 2020, by Steven S. Brown, Manager of SSB Crown Valley Development, LLC, a Texas limited liability company, on behalf of said entity.



 _____
Notary Public, State of Texas

LIEN HOLDER:

CIERA BANK

By: 

Name: J. Steven Bartley

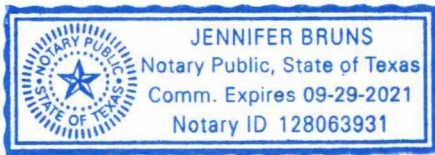
Title: President

STATE OF TEXAS §

§

COUNTY OF TARRANT §

This instrument was acknowledged before me on November 16th, 2020, by J. Steven Bartley, the President of Ciera Bank, on behalf of said bank.




Notary Public, State of Texas

THE FORGOING SUPPLEMENT IS HEREBY ACKNOWLEDGED, AGREED TO AND ACCEPTED BY:

ADDITIONAL LAND OWNER:

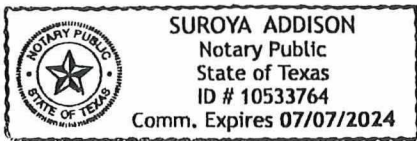
MIT-MAR LAND, LP,
a Texas limited partnership Mit-Mar G.P. LLC

By: [Signature]
a Texas Limited Liability Company
its general partner

By: [Signature]
Name: A. Joe Mitchell, Jr.
Title: Managing Member

STATE OF TEXAS §
 §
COUNTY OF Parker §

This instrument was acknowledged before me on November 16, 2020, by A. Joe Mitchell, Jr., the managing Member of Mit-Mar G.P. LLC, a Texas limited liability company, the general partner of Mit-Mar Land, LP, a Texas limited partnership, on behalf of said entities.



[Signature]
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION
CROWN VALLEY ESTATES PHASE 1 SECTION 3

Being a 12.92 acre tract of land situated in the C.C. McCarver Survey, Abstract No. 908, and the Nathaniel Watson Survey, Abstract No. 1665, in the City of Weatherford, Parker County, Texas, being that certain tract of land described in deed to MIT-MAR LAND, LP, recorded in Instrument Number 202005999, Official Public Records Parker County, Texas and being more particularly described, as follows:

BEGINNING at a found 1/2 inch iron rod in the east line of Mikus Road, for the most westerly southwest corner of said 12.92 acre tract and being South 76°52'32" West, a distance of 3.26 feet from the northwest corner of Lot 8, Block F, Crown Valley Estates Phase 1, Section 2, an addition to the City of Weatherford, Parker County, Texas as recorded in Cabinet C, Slide 677, Plat Records Parker County, Texas;

THENCE North 12°52'13" West, with the east line of Mikus Road, a distance of 682.47 feet to a set 1/2 inch iron rod for the northwest corner of said 12.92 acre tract, said iron rod also being the southwest corner of that certain City of Weatherford tract as evidenced by deed recorded in Volume 280, Page 201, Deed Records Parker County, Texas;

THENCE South 89°54'41" East, with the City of Weatherford/12.92 acre tract common line, a distance of 734.79 feet to a set 1/2 inch iron rod for an interior ell corner of said 12.92 acre tract;

THENCE North 16°52'12" West, continuing with the City of Weatherford/12.92 acre tract common line, a distance of 199.31 feet to a set 1/2 inch iron rod;

THENCE North 68°54'37" East, continuing with the City of Weatherford/12.92 acre tract common line, a distance of 156.69 feet to a set 1/2 inch iron rod;

THENCE South 45°17'11" East, continuing with the City of Weatherford/12.92 acre tract common line, a distance of 64.85 feet to a set 1/2 inch iron rod;

THENCE South 33°37'07" East, continuing with the City of Weatherford/12.92 acre tract common line, a distance of 49.85 feet to a set 1/2 inch iron rod;

THENCE South 32°01'36" East, continuing with the City of Weatherford/12.92 acre tract common line, a distance of 62.41 feet to a set 1/2 inch iron rod;

THENCE South 47°04'26" East, continuing with the City of Weatherford/12.92 acre tract common line, a distance of 45.56 feet to a set 1/2 inch iron rod;

THENCE South 50°11'43" East, continuing with the City of Weatherford/12.92 acre tract common

line, a distance of 119.55 feet to a set 1/2 inch iron rod for the most easterly corner of said 12.92 acre tract, said iron rod also being on the north line of Lot 2, Block 1, The Golf Club at Crown Valley, an addition to the City of Weatherford, Parker County, Texas as recorded in Cabinet C, Slide 742, Plat Records Parker County, Texas;

THENCE North 89°54'41" West, with the Golf Club/12.92 acre tract common line, a distance of 8.81 feet to a set 1/2 inch iron rod;

THENCE South 41°46'59" West, continuing with the Golf Club/12.92 acre tract common line, a distance of 226.07 feet to a found 1/2 inch iron rod;

THENCE South 27°32'40" West, continuing with the Golf Club/12.92 acre tract common line, a distance of 119.53 feet to a found 5/8 inch iron rod;

THENCE South 0°20'40" West, continuing with the Golf Club/12.92 acre tract common line, a distance of 105.93 feet to a set 1/2 inch iron rod;

THENCE South 34°35'08" East, continuing with the Golf Club/12.92 acre tract common line, a distance of 64.41 feet to a found 5/8 inch iron rod;

THENCE South 22°14'08" East, continuing with the Golf Club/12.92 acre tract common line, a distance of 94.64 feet to a set 1/2 inch iron rod for the most easterly southeast corner of said 12.92 acre tract and the northeast corner of Lot 10, Block H, Crown Valley Estates Phase 1, Section 2;

THENCE South 81°48'16" West, with the Phase 1, Section 2/12.92 acre tract common line, a distance of 177.32 feet to a found 1/2 inch iron rod for the beginning of a non-tangent curve to the right having a radius of 42.50 feet, a central angle of 29°04'49", and a long chord bearing South 7°29'25" East, 21.34 feet;

THENCE along said curve to the right, continuing with the Phase 1, Section 2/12.92 acre tract common line, an arc distance of 21.57 feet to a set 1/2 inch iron rod;

THENCE South 7°02'59" West, continuing with the Phase 1, Section 2/12.92 acre tract common line, a distance of 69.18 feet to a set 1/2 inch iron rod;

THENCE North 79°31'21" West, continuing with the Phase 1, Section 2/12.92 acre tract common line, a distance of 46.68 feet to a found 1/2 inch iron rod;

THENCE South 80°52'03" West, continuing with the Phase 1, Section 2/12.92 acre tract common line, a distance of 229.55 feet to a found 1/2 inch iron rod;

THENCE North 13°07'21" West, continuing with the Phase 1, Section 2/12.92 acre tract common line, a distance of 70.00 feet to a set 1/2 inch iron rod;

THENCE South 76°52'32" West, continuing with the Phase 1, Section 2/12.92 acre tract common

line, a distance of 298.28 feet to the Point of Beginning and Containing 562,798 square feet, 12.92 acres of land, more or less.

The foregoing legal description describes the same property as shown in the plat recorded in Cabinet E, Slide 626 below:

Being Lots 17 through 33, Block E; Lots 9 & 10, Block F; Lots 1 through 20, Block J; and Lots 1 through 15, Block K, Crown Valley Estates, Phase 1, Section 3, an addition to the City of Weatherford, Parker County, Texas, according to the plat recorded in Cabinet E, Slide 626, Plat Records, Parker County, Texas.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Lila Deakle

202040747

12/08/2020 11:54 AM

Fee: 62.00

Lila Deakle, County Clerk
Parker County, Texas

RESTRICT