

*RT/1003-132112***DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is executed by JVS Partners, L.P. ("Declarant"), effective as of June 30 2015. Declarant is the owner of the real property (the "Property") described on the attached Exhibit "A," which Exhibit is incorporated into this Declaration by reference for all purposes. In addition, Declarant is the owner of the real property (the "Adjacent Property") that is contiguous to the Property, and described on the attached Exhibit "B," which Exhibit is incorporated into this Declaration by reference for all purposes.

Declarant desires to carry out a uniform plan for the improvement and development of the Property for the benefit of the present and all future owners thereof and, to that end, desires to subject the Property to the covenants, conditions, easements, and restrictions set forth in this Declaration for the benefit of the Property and each owner thereof. In addition, the owner(s) of the Adjacent Property shall benefit from this Declaration, and have the right to enforce the covenants, conditions, restrictions, and terms of this Declaration.

1. PURPOSES OF DECLARATION

It is hereby declared: (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which are for the purpose of protecting the Property and which shall run with the Property and shall be binding upon all parties having right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property, or any portion, thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, easements and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

2. RESTRICTIVE COVENANTS**2.1 USES OF THE PROPERTY – PROHIBITED USES**

The Property will be restricted to Medical, Dental, Healthcare and related uses, and may not under any circumstances be used for:

- [a] Performing, or supporting, abortions or the termination of pregnancies;
- [b] Selling alcoholic beverages [whether spirit, vinous, malt, beer, or others];
- [c] Selling marijuana, or other intoxicating or hallucinogenic substances;
- [d] Selling tattoos, such as a tattoo parlor;
- [e] Any sexually oriented business;
- [f] Any enterprise involving persons or undertakings of ill repute;

2.2 DECLARANT'S MANAGEMENT OF THE PROPERTY

The Property and the Adjacent Property will be serviced by the same landscaping, ground keeping, and general maintenance contractors ["Contractors"]. Each owner will pay a portion of the total cost for such services, based on the ratio between: (a) a property's square footage, and (b) the total amount of square footage in both the Property and the Adjacent Property. A property owner's failure to pay its proportionate share of the cost of these services will result in the imposition of a lien against that owner's property, in addition to any other legal remedy. The selection and overall management of the Contractors and their services will be vested in Declarant. In the event Declarant's management of the Contractors, or the common area maintenance, is deemed inadequate, then the complaining owner shall notify the Declarant in writing of said deficiencies, specifically describing the deficiencies, and Declarant will have 30 days from the date of its receipt of such notice to remedy the deficiencies.

2.3 DECLARANT'S ARCHITECTURAL APPROVALS

Declarant must pre-approve, in writing, all architectural plans and drawings, including exterior elevations, and the construction materials to be used in any contemplated construction [collectively "Plans"] of any structure, building, improvement, or facility to be constructed on the Property, or constructed off site and brought to the Property. 1 complete set of Plans will be delivered to Declarant, at Declarant's office on the Adjacent Property, at least 30 days prior to the commencement of any contemplated construction activity (including preliminary work, such as grading, staking, and general ground work). Declarant will review the plans and respond within 10 days from the date of the Declarant's receipt of the Plans.

3. GENERAL

3.1 DURATION

This Declaration and the covenants, conditions, restrictions, easements, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors, and assigns.

3.2 INTERPRETATION

The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property, provided, however, that the provisions of this Declaration shall not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Property. This Declaration shall be construed and governed under the laws of the State of Texas.

3.3 ASSIGNMENT OF DECLARANT

Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder. Upon the assignment by Declarant of any of its privileges, exemptions, rights, and duties hereunder and recordation of such assignment in the real property records of the county in which the Property is located, Declarant shall be released from any duties, liabilities, and obligations with respect to the privileges, exemptions, rights, and duties so assigned which arise after the date such assignment is recorded.

3.4 ENFORCEMENT AND NONWAIVER

Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Declaration. Such right of enforcement shall include both damages, and injunctive relief against the breach of any provision hereof.

3.4.1 Every act or omission whereby any provision of this Declaration is or is about to be violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by Declarant.

3.4.2 Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein.

3.4.3 The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration at any other time. No breach hereof shall entitle any party to terminate this Declaration.

3.5 NO WARRANTY OF ENFORCEABILITY

DECLARANT MAKES NO WARRANTY OR REPRESENTATION (AND EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION) AS TO THE PRESENT OR FUTURE VALIDITY OR ENFORCEABILITY OF ANY RESTRICTIVE COVENANTS, AGREEMENTS, TERMS, OR PROVISIONS CONTAINED IN THIS DECLARATION. ANY PARTY ACQUIRING A BUILDING SITE ASSUMES ALL RISKS OF THE VALIDITY (OR INVALIDITY) AND ENFORCEABILITY (OR UNENFORCEABILITY) THEREOF, AND, BY ACQUIRING THE SITE, AGREES TO RELEASE AND HOLD DECLARANT HARMLESS THEREFROM.

3.6 CONSTRUCTION

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

3.7 TRANSFER OF TITLE

The rights and obligations hereunder shall benefit and burden any owner of a portion of the Property only during and with respect to the owner's actual period of ownership. Upon the transfer of ownership, the transferee shall be deemed to have assumed, as of the date of the deed transferring the ownership, all obligations and liabilities arising hereunder with respect to the transferred property. Notwithstanding the foregoing, a sale or transfer of a portion of the Property shall not relieve the owner of any obligations or liabilities under this Declaration arising prior to the date said deed is recorded.

3.8 PLATTING

At this time, it is not contemplated that the Property may be platted into separate tracts.

3.9 APPROVAL BY DECLARANT

In connection with any matter for which the approval or consent of Declarant is requested or required, Declarant may grant or withhold its approval or consent, in the sole discretion of Declarant. Declarant shall have ten (10) days after receipt of a written request from the Property Owner to disapprove. If Declarant fails to disapprove within this 10 day period, then the request shall be approved.

3.10 DURATION

This Declaration and any and all amendments that may now or hereafter be made hereto are covenants running with the Property and shall be binding upon and inure to the benefit of each and every Property Owner, and its or his heirs, devisees, successors and assigns, for a period commencing on the date of filing hereof and continuing through and including December 31, 2035, and thereafter for successive periods of twenty (20) years each unless Declarant, shall by instrument in writing, signed by Declarant and recorded in the real property records of the county in which the Property is located prior to the date of termination, declare this Declaration terminated as of December 31, 2035, or the end of any subsequent twenty (20) year period.

3.11 AMENDMENTS

This Declaration cannot be amended except by the action of the Declarant. Any and all such amendments shall become effective at the time when executed and acknowledged by the appropriate

person or entities specified herein above and filed for recording in the real property records of the county in which the Property is located.

3.12 NON-LIABILITY

Neither the Declarant, nor any director, officer, employee, agent or representative of the Declarant shall be liable for any claim, liability or damage to any party by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with any action or inaction taken in connection with this Declaration or the powers granted hereunder, other than actions constituting willful misconduct, and each property owner hereby releases the Declarant, and all directors, officers, employees, agents, and representatives of the Declarant from any and all claims, liabilities and damages to any party by reason of mistake of judgment, negligence or nonfeasance by such released party arising out of or in connection with any action or inaction taken in connection with this Declaration or the powers granted hereunder other than actions constituting willful misconduct.

3.13 COPY ENFORCEABLE

A copy of this signed and acknowledged Declaration is as valid, binding, and enforceable as an original.

Signed June 30 2015

JVS Partners, L. P.
a Texas limited partnership
By: [Signature]
John V. Shroyer, Manager
JVS Associates, LLC
General Partner

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on June 30 2015, by John V. Shroyer, Manager of JVS Associates, LLC, the General Partner of and on behalf of JVS Partners, L. P.

[Signature]
Notary Public, State of Texas
Notary's Printed Name: ABIGAIL BRIANNE PALLA
Notary's Commission Expires: JUNE 19, 2018



AFTER RECORDING RETURN TO:
Republic Title of Texas, Inc.
550 Bailey Avenue, Ste. 100
Fort Worth, TX 76107

EXHIBIT "A"

BEING Lot 73A2 of LOTS 73A1 AND 73A2, A. NEWTON ADDITION, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded under Clerk's File No(s). D215108338, Real Property Records, Tarrant County, Texas.

EXHIBIT "B"

BEING Lot 73A1 of LOTS 73A1 AND 73A2, A. NEWTON ADDITION, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded under Clerk's File No(s). D215108338, Real Property Records, Tarrant County, Texas.