

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DRY CREEK EAST SUBDIVISION

PREAMBLE

This Declaration of Covenants, Conditions, and Restrictions is made on June 1, 2022 by 2022 Dry Creek Ranch Partners, LLC. at Weatherford, Parker County, Texas (“Declarant”) whose mailing address is 3470 Mineral Wells Hwy., Weatherford, TX. 76088

RECITALS

1. Declarant is the owner of all that certain real property (“the Property”) located in Parker County, Texas, described as follows:

See Attached Exhibit “A”

2. The Declarant has devised a general plan for the entire Property as a whole (“Dry Creek East Ranch”, a subdivision in Parker County, Texas), with specific provision for particular parts and parcels of the Property for single family residential purposes. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period of time.
3. This general Plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions.

Article I. DEFINITIONS

Section 1.01 “Developer” means Declarant and its successors and assigns who acquire a majority of the previously unsold, developed or undeveloped, lots from Declarant for the purpose of development.

Section 1.02 “Lot” means any of the plots of land shown on the plat and subdivision map recorded in Plat Cabinet ____, Slide ____, Plat Records of Parker County, Texas (the “Plat”), on which there is or will be built residential or other structures.

Section 1.03 “Owner” means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built residential or other structures. “Owner” includes contract sellers but excludes persons having only a security interest. An “Owner” may be either a “Lot Owner”, if no residence has been built on the lot, a “Builder Owner” if owned by a professional homebuilding company that is in the business of building homes and purchased the lot to build a home for sale, or a “Home Owner” who owns a lot with an approved residential structure on the Lot. An Owner will be considered a “Builder Owner” if so designated by the Developer.

Section 1.04 A “Qualified Person” means a person who is a licensed architect, landscape architect, general contractor, developer, licensed realtor, professional homebuilder, or attorney.

Article II. PLAN REVIEW AND APPROVAL

Section 2.01 Plan Reviewer. Developer, his successors or assigns, shall review plans and specifications for residential structures, outbuildings, and other structures as specified in Article II and for plan review purposes shall hereinafter be referred to as “Plan Reviewer”.

Section 2.02 Approval of Plans and Specifications. The Plan Reviewer must review and approve in writing all of the following projects on the Property:

- (a) Construction of any residential dwellings, outbuilding, fence, wall or other structure; and
- (b) Exterior additions or structural changes or alterations to residential dwellings, outbuildings, fences, walls or other structures.

Section 2.03 Application for Approval. To obtain approval to do any of the work described in Section 2.02, an Owner must submit an application to the Plan Reviewer showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors and location of the proposed work on the Lot and must include illustrations, photos, renderings, or front, side and rear elevations to scale. Plans must show the location of the work, drawn to scale, on a survey or copy of the survey of the Lot.

Section 2.04 Standard for Review. The Plan Reviewer shall review applications for proposed work in order to:

- (a) Check conformity of the proposed work with these covenants, conditions, and restrictions; and
- (b) Promote harmony of external design in relation to surrounding topography and the community as a whole.

An application can be rejected for providing insufficient information.

Section 2.05 Failure of the Committee to Act. If the Plan Reviewer fails either to approve or reject an application for proposed work within forty-five (45) days after proper and complete submission to the official address provided to Owners at closing, then Plan Reviewer approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

Article III. EXTERIOR MAINTENANCE

Section 3.01 If any of Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer shall have the right, but not the obligation, through its agents and employees to enter Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner. Prior to taking action, Developer shall make at least two (2) reasonable attempts to notify Owner of violation of this provision by contacting Owner at the residence and address on file with the Parker County Appraisal District. If action is taken and Owner fails to reimburse the Developer for expense of repairing, maintaining, or restoring the Lot to a neat and orderly state, Developer may file a lien against the Lot.

Article IV. USE RESTRICTIONS AND ARCHITECTURAL STANDARDS

Section 4.01 Restricted Use – Single-Family Residential.

- (a) All Lots shall be used for single family residential purposes only. However, Developer or Builder shall have the right during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling lots or residences on the Property.
- (b) No building shall be erected, altered, or permitted on any Lot other than one detached single-family dwelling, with a private garage for at least two (2) automobiles, but not more than five (5) automobiles, with side or rear facing doors, and approved out buildings. If an Owner desires to build a home without an attached garage, Owner must submit plans including an appropriate outbuilding for the storage of automobiles and equipment of the Owner such that the residence appears to be neat and orderly in appearance from the street and other Owner's residences. No building shall be constructed until approved by the Plan Reviewer. No mobile homes or home trailers shall ever be permitted on the Lot, either temporarily or otherwise. However, Developer or Builder shall have the right during construction and sales period to construct and maintain such facilities (including mobile units) as may be reasonably necessary or convenient for its business of constructing and selling Lots and homes on the Property, including but not limited to, offices and storage areas.

Section 4.02 Design, Minimum Floor Area, and Exterior Walls. Any primary single-family residence constructed on a Lot must have a minimum floor area (air-conditioned interior living space) of not less than the two thousand one hundred square feet, (2,100 square feet), exclusive of open

or screened porches, eaves, terraces, patios, driveways, carports, outbuildings and garages. Developer reserves the right and Plan Reviewer shall also have the power to grant variances to this minimum square footage requirement if a home is to be built by a property owner which will contain at least ninety percent (90%) of the minimum square footage required under this covenant. All homes shall have a minimum pitch roof of 8/12, unless otherwise approved by the Plan Reviewer. The exterior walls of any residence shall not consist solely of siding products. If siding is to be used as the primary exterior sheathing, stone accents must be included to meet Plan reviewer requirements. All exterior colors, textures, and materials must be as submitted according to Article II and approved by the Plan Reviewer.

Section 4.03 Commencement of Construction. Residential dwelling must be completed within twelve (12) months of commencement of construction, while complying with the restriction set forth herein.

Section 4.04 Setbacks. All residential or other structures must be a minimum distance of 50', but no more than 100' from the front property line, 25' from the rear property lines, and 10' from side property lines. A residential or other structure may be more than 100' from the front property line if approved by the Electricity Utility Provider and any additional cost, if any, shall be the sole responsibility of the Owner. Lots that have floodplain on or near them, may apply for a waiver of these setback minimums, which may be granted at the sole discretion of the Developer. If the minimum distances as specified in this paragraph differ from those shown on the final plat, the greater requirement shall apply. For purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or portions of two or more Lots, are consolidated into a building site in conformity with this Declaration, these building setback requirements shall apply to the resulting building site as if it were one original platted Lot.

Section 4.05 Fencing and Walls. All fencing is to comply with the requirements designated below and must be as specified by and approved by the Plan Reviewer prior to commencement of construction. All wood fences are to be treated or painted. It shall be the Owner's responsibility to maintain any walls or fences so that such improvements remain in an attractive, well-kept condition. No privacy type fence shall be allowed between any road in front of the residence and a point five feet (5') to the rear of the front corner of the house, however aesthetically acceptable fencing that retains visibility of the residence shall be allowed in front of the house. All fencing shall be constructed of cedar stave, pipe, pipe and cable, pipe and sucker rod, split rail wood, wood pickets, three or four rail wood, stockade, stone, steel, iron, black vinyl-coated chain link, no-climb wire, or other materials deemed acceptable by the Plan Reviewer.

Section 4.06 Driveways.

- (a) Culvert sizes are to be determined by the County Commissioner, or by a licensed Civil Engineer at the request of the County Commissioner. Owner or Owner's Builder shall consult with the County Commissioner before installing the culvert.
- (b) For all Lots between the paved portion of the County road and the front Lot line, (the "Approach"), Lot Owner shall construct a concrete driveway which shall be at least 20' wide, not including the tapered concrete edges around the culverts.
- (c) For all Lots between the concrete Approach and the residence, Lot Owner shall construct an all-weather driveway for vehicular access to the parking area. Materials and specifications of the driveway shall be approved by Plan Reviewer.

Section 4.07 Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Parker County Health Department. Approval of the system as installed shall be obtained from that authority.

Section 4.08 Water Supply. No individual water supply system shall be permitted on any Lot unless the system is located, constructed and equipped in accordance with the requirements, standard and recommendations of the Parker County Health Department. Approval of the system as installed shall be obtained from that authority. Individuals may not sell water from their Lot. Individuals may not remove water from their Lot to another area or Lot unless said area or Lot is owned by the same individual.

Section 4.09 Animals. No pigs, chicken roosters, or poultry of any kind shall be raised, bred, or kept on any Lot. No large animals shall be permitted, i.e. cattle, horses, etc. Dogs, cats, chicken hens, or other common household pets may be kept on a Lot. Dogs will not be permitted to run loose in the subdivision and must be kept in a kennel, dog run, or fenced in area that confines said dog(s) to dog owner's lot. Dogs must be vaccinated for rabies in accordance with State Law. No swine shall be raised on these lots. There shall be no more than four (4) adult dogs per household on these lots.

Section 4.10 Recreational Vehicles, Touring Coaches, Boats and Trailers. A Recreational Vehicle ("RV") or Touring Coach ("Coach") shall be allowed during construction of the residence for not more than twelve (12) months but must be registered with the Developer. An Owner may allow a guest(s) to park an RV or Coach on Owner's lot, to the side or rear of the home, for visits totaling not more than four (4) weeks per year. An RV, Touring Coach, or Boat may be stored on the lot, but must be parked to the rear of the home. If an RV, Coach, Boat, and/or Trailer is stored on a lot, but not in an enclosed structure, then Owner shall not store such within twenty-five feet (25') of the property line unless written approval is obtained from the adjoining, impacted Owner. If Owner plans to permanently store an RV, Coach, Boat, and/or Trailer on a lot, Owner is encouraged to construct an approved storage structure or plant trees/shrubs of adequate size, if none are naturally present, to screen such from neighboring property owner's view.

Section 4.11 Commercial Trucks, School buses, Inoperable, and Wrecked Vehicles. No commercial truck, school bus, inoperable vehicle or wrecked vehicle shall be allowed on a Lot within view of any street or from any other Owner's lot. No commercial truck shall be left parked in the street in front of any lot, except for construction and repair equipment while a residence is being built or repaired in the immediate vicinity. Nothing contained in this paragraph is intended to prevent Owner from owning and storing a vehicle for restoration, so long as vehicle is stored in compliance with these Covenants, Conditions, and Restrictions.

Section 4.12 Re-subdivision. No Lot shall be re-subdivided or split except as specified in Paragraph 7.01.

Section 4.13 Consolidation. Any person owning two or more adjoining Lots may consolidate those Lots into one Lot with the privilege of constructing improvements, as permitted by this Declaration.

Section 4.14 Prohibited Residential Uses. Only structures approved for residential use by the Plan Reviewer shall be used at any time as a residence.

Section 4.15 Tree Houses, Play Structures, and Tents. Tree houses, tents, and other play structures for children are allowed.

Section 4.16 Business Signs. No business sign of any type shall be allowed on any Lot except for signs advertising the property for sale or rent.

Section 4.17 Dirt-bike Tracks. No dirt-bike tracks shall be allowed.

Section 4.18 Mining Prohibited. No mineral quarry or mining operations of any kind shall be permitted on any Lot. No mineral excavation shall be permitted on any Lot. No structure designed for use in boring for minerals shall be erected, maintained or permitted on any Lot.

Section 4.19 Rubbish, Trash, and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers.

Section 4.20 Land near Water Courses. No building or structure shall be placed, nor shall any material or refuse be placed or stored, on any Lot within ten feet (10') of any edge of any open water course. However, a structure may be built within an open water course if construction is done according to a drainage study performed by a professional engineer qualified to complete such study. Clean fill may be placed in that setback area if the natural water course is not altered or blocked by the fill.

Section 4.21 Air Conditioning Window Units. There shall be no window units allowed on a primary residential dwelling.

Section 4.22 Other Structures, Outbuildings and Shops. All other structures, including outbuildings, shops and detached garages, shall be constructed of acceptable materials and design to be approved by Plan Reviewer. They shall be constructed on a permanent concrete foundation. Exterior materials must be acceptable to Plan Reviewer, if siding or metal siding is utilized, the primary sheathing shall be a complementary color to the main residence and shall have a contrasting trim color. The front elevation shall have either stone or brick masonry accents incorporated into the design. Plans and materials must be submitted to and approved by Plan Reviewer prior to commencement of construction.

Section 4.23 Sea-Air type containers. Other than for storage of construction materials during construction of the primary home, no sea-air type containers shall be permitted on any lot. Should a sea-air type container be utilized during construction, it shall be removed prior to occupation of the residence.

Article V. EASEMENTS

Section 5.01 Reservation of Easements. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Right of use for ingress and egress shall be available at all times over any dedicated easement for purposes of installing, operating, maintaining, or repairing any utility or removing any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation or removal of such utility.

Article VI. GENERAL PROVISIONS

Section 6.01 Reservations. The undersigned Declarant reserves the right from time to time as it may see fit by amended dedication or otherwise to redivide and replat any property shown on the attached plat and owned by Declarant; to change the size of any tract or tracts shown in this or any subsequent dedication or plat of said property; to change the location of streets and easements prior to the time the same shall actually have been opened for public use or availed of by the public or by public utilities, all without the consent of any person owning any of the property described hereinabove; provided, however, that no change shall operate to deprive any then owner of property in said addition of reasonable access to its property or shall result in reducing the frontage or depth of any tract or plot now shown on the attached plat to a number of feet less than the footage and depth of the smallest tract or plot shown on the attached plat.

The undersigned may include restrictions other than those set out herein, in any contract or deed to any tract or Lot without otherwise modifying the general plan above outlined, and such other

restriction shall inure to the benefit of and bind the respective parties in the same manner as though they have been expressed herein.

The restrictions herein set out shall be referred to, adopted and made a part of each and every contract and deed executed by and on behalf of the undersigned conveying said property or any part thereof to all such intents and purposes as though incorporated in full therein; and each such contract and deed shall be conclusively held to have been so executed and delivered and accepted upon the expressed conditions herein stated.

Section 6.02 Enforcement. No covenant, condition, restriction, reservation, recommendation, or anything else contained herein is deemed in any way to change, alter or amend the law of the United States, of America, the State of Texas, the County of Parker, or any other governmental body having jurisdiction. The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, and reservations imposed by this Declaration. Enforcement may be against any person or persons violating or attempting to violate any covenant, condition, restriction, or reservation either to restrain such violation or to recover damages. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation thereafter. All waivers must be in writing and signed by the party bound.

Section 6.03 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Section 6.04 Covenants running with the Land. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the Property and shall be binding on all parties having right, title, or interest in Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

Section 6.05 Duration and Amendment. The covenants, conditions and restrictions of the Declaration shall be effective for a term of twenty (20) years from the date the Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than fifty percent (50%) of the owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than seventy-five percent (75%) of the Owners. Neither any amendment nor any termination shall be effective until recorded in the deed/subdivision records of Parker County, Texas, and all requisite governmental approvals, if any, have been obtained.

Section 6.06 Attorney's Fees. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

Section 6.07 Liberal Interpretation. The Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this ____ day of _____, at Weatherford, Parker County, Texas.

Grantor's Signature

2022 Dry Creek Ranch Partners, LLC.

By: _____
Tim Buffington, Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF PARKER §

This instrument was acknowledged before me on this the ____ day of _____, _____, by Tim Buffington, Manager of 2022 Dry Creek Ranch Partners, LLC., a Texas Limited Liability Company, on behalf of said company.

Notary Public, State of Texas

My commission expires: _____