

# DECLARATION OF COVENANTS AND RESTRICTIONS

Date: November 9, 2007

Owner &  
Developer: **ROCK HILL RIDGE, LLC**

Property: SEE LEGAL DESCRIPTION ATTACHED HERETO AND  
INCORPORATED HEREIN FOR ALL PURPOSES

## Restricted Uses of the Property:

1. **Residential Restriction On Acreage.** Tract shall be used for single family residential purpose only. No more than (1) one single family residence and (1) one guest house shall be permitted.
2. **Minimum Residence Construction.** The minimum square foot requirement of residential home shall be twenty five hundred (2500) square feet of air conditioned, heated area and exclusive of porches and garages. The exterior construction of the dwelling house erected shall be constructed of a minimum of 80% masonry. Maximum height of any building shall be no more than 25 feet.
3. **Activity Restriction.** No noxious or offensive activity shall be carried on the Property, nor shall anything be done thereon which would be illegal, an annoyance or nuisance to the owner or owners of adjoining property. This item is expressly excluding but not limited to motor cross tracks, gun ranges, lighted outdoor arena's (public or private), radio towers and antenna's.
4. **Commercial Restrictions.** There shall be no commercial business permitted.
5. **No Modular or Manufactured Homes.** There will be no Manufactured Homes or Modular Homes allowed on the property whatsoever. All buildings are to be site built only.
6. **Restriction on Animals.** There shall be no more than two (2) livestock per acre of property owned. No swine, goats, gamecocks, ostrich, emu or ratites shall ever be kept or lotted on tract. Additionally, no commercial feed lots or kennels will be allowed. There shall be no more than (4) total dogs and/or cats as household pets.
7. **No Hazardous Materials or Waste.** There shall be no hazardous materials or waste produced or used on or about the land. Additionally, there shall be no hazardous materials or wasted stored in any manner on the land.
8. **Limitation on Storage.** Tract shall be kept free of debris, rubbish, junk automobiles, junk machinery and/or junk equipment. All automobiles on the property must be in current operating condition.

9. **Restriction On Building Materials.** All barns, sheds, shops or other outlying buildings shall be constructed during or after construction of main residence. All barns, sheds, shops and fencing shall be constructed on site with new construction and of a design complimenting the existing structures. Bare sheet metal buildings are prohibited. No more than (3) three outbuildings shall be constructed and shall be constructed with a minimum of 20% masonry. All fencing shall be of new materials. All road frontage fencing shall be pipe & cable, vinyl or board on board.
10. **Restriction On Mining and/or Drilling.** No mining, drilling or excavation for sand, gravel or other minerals shall be allowed on the subject property.

### RECITALS

1. *Restrictions on Use of Property.* No portion of the Property may be used for the Restricted Uses for the period beginning on the date of this declaration and ending on the earlier of the expiration of fifty years after that date.
2. *Prohibited Uses.* The Property will not be used for any of the herein referenced prohibited uses for a period beginning on the date of this agreement and ending fifty (50) years after that date.
3. *Amendment and Termination.* This declaration may be amended or terminated in whole or in part from time to time, and at any time, by written instrument agreed to and signed unanimously by all of the then record owners of all of the Property subject to these declarations and restrictions and said agreement recorded in the real property records of Denton County, Texas; provided, however, that as long as Rock Hill Ridge, LLC owns any portion of the Development or adjacent land, any such instrument must be signed by Rock Hill Ridge, LLC to be effective.
4. *Covenants Running with the Land.* Without limiting the provisions of paragraph 3. Above, the parties agree that the provisions of this agreement will be deemed to be covenants running with the land that are for the benefit of, and create burdens on, the respective portions of the Development described above.
6. *Binding Effect.* This agreement binds, benefits, and may be enforced by the successors in interest to the parties.
7. *Choice of Law.* This agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules in any jurisdiction. Venue is in the county or counties in which the Development is located.
8. *Attorney's Fees.* If any party retains an attorney to enforce this agreement, the party prevailing in litigation will be entitled to recover reasonable attorney's fees and court and other costs.
9. *Severability.* If any provision in this agreement is for any reason unenforceable, to the

extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision of this agreement, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement.

10. *Remedies Cumulative.* Except as otherwise provided herein, all rights, privileges, and remedies afforded the parties by this agreement will be deemed cumulative and not exclusive and the exercise of any remedy will not be deemed to be a waiver of any other right, remedy, or privilege provided for herein or available at law or in equity. It is expressly understood that a recovery in damages may not be an adequate remedy for a violation of the provisions of this agreement and that the granting of equitable remedies may, and probably will, be necessary.

11. *Number and Gender.* The use of the singular will be deemed to mean the plural, the masculine to mean the feminine or neuter, and the neuter to mean the masculine or feminine when context requires.

12. *Captions.* Captions used in this agreement are for convenience only and will not be considered as a limitation on or an expansion of the terms of the agreement.

13. *Construction of Agreement.* The terms and provisions of this agreement are the result of negotiation between the parties, each of which has been represented by counsel of its selection, and neither of which has acted under duress or compulsion, legal, economic, or otherwise. Consequently, the terms and provisions of this agreement will be interpreted and construed in accordance with their usual and customary meanings, and the parties expressly waive and disclaim any rule of law or procedure interpreting or construing this agreement otherwise, including, without limitation, any rule of law to the effect that ambiguous or conflicting terms or provisions in this agreement must be interpreted or construed against the party whose attorney prepared this agreement or any draft hereof.

14. *Other Instruments.* The parties to this declaration covenant and subsequent owners of the property subject to these covenants hereby agree that they will execute any further instruments and agreements necessary or convenient to carry out the purposes of this agreement, including, without limitation, amendments of this agreement reasonably requested in connection with the sale of any of the Property to other parties, as long as such amendments do not materially and adversely affect the rights and obligations of Buyer and Buyer's heirs, successors, and assigns under this declaration.

15. *Prior Agreements Superseded.* This declaration constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings or oral or written agreements between the parties respecting the subject matter.

16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission,

or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *No Third-Party Beneficiaries.* Nothing in this agreement, expressed or implied, is intended or may be construed to confer on any person or entity, other than the parties and their respective heirs, successors, and assigns, any right, remedy, or claim by reason of this agreement. This agreement is intended for the sole and exclusive benefit of the parties and their respective heirs, successors, and assigns as the owners of the Development or portions thereof.

18. *Time.* Time is of the essence with respect to each covenant, agreement, and obligation of the parties set forth in this agreement.

19. *Counterparts.* If this agreement is executed in multiple counterparts, all counterparts taken together will constitute this agreement.

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ROCK HILL RIDGE, LLC

STATE OF TEXAS                                 }  
                                                             }  
COUNTY OF \_\_\_\_\_                         }

This instrument was acknowledged before me on the \_\_\_\_\_ day of Nov, 2007 by Ronnie Phillips of Rock Hill Ridge, LLC.

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Notary Public, State of Texas

After Recording Return to:  
Ronnie Phillips  
C/O Vanderlaan Newland Real Estate  
2925 Country Club Road, Ste 103  
Denton, Texas 76210