

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
Trinity Ridge Estates

COPY

THE STATE OF TEXAS)(
County of Wise)(

This Declaration is made this the 28th day of January, 2020, by Antler Creek Capital, LLC. (herein referred to as "Developer")

WITNESSETH:

WHEREAS, Declarant is the owner of the real property referred to and described in Article II hereof, and desire to dedicate the same as a Subdivision in Wise County, Texas to be known as Trinity Ridge Estates, more fully shown and set forth in the Final Plat thereof compiled by MDH Surveying, approved by commissioners' court on MARCH 9, 2020, to which reference is hereby expressly made for all purposes; and

WHEREAS, Declarant desires to provide for the preservation of certain values within said Subdivision, and to this end desires to subject the real property referred to in Article II to the covenants, conditions, restrictions and easements as hereinafter set forth, each and all of which is and are for the benefit of said property and each and every owner of any part thereof;

NOW THEREAFTER, Declarant declares that the real property referred to in Article II is and shall be held, transferred, sold, conveyed and occupied only as expressly subject of the covenants, conditions, restrictions and easements hereinafter set forth.

ARTICLE I

RESTRICTIONS

Lots 1 through 17 of Trinity Ridge Estates, are hereby impressed with and made subject of those certain covenants, conditions, restrictions and easements as more fully set forth below:

- a) Minimum Floor Space Approval. Any residence constructed on said land shall contain a minimum of 2,200 square feet of "living area" exclusive of porches and garages and shall be constructed with permanent type new materials. All building exteriors must be fully completed for planned use on or before ten (10) months after the date of the beginning of the foundation.
- b) Exterior Surfaces. The total exterior surface of all residential dwellings shall be constructed of new material, and may consist of brick, stone, wood, metal or material of equal characteristics. All dwellings must have a minimum of 75% masonry. Cement board (Hardy Siding) may be used and will constitute a masonry product only if 20% of the exterior also has stone or brick. All exterior surfaces, especially any painted or stained wood surfaces, (including without limitation, garage doors) must be maintained in good conditions. Garage doors and window facings may be of metal or metal "clad" construction.
- c) Elevation. Buildings to be built on lots which are lower than the road or roads on which it fronts and/or abuts shall be built at a finished floor elevation of at least 1 foot above the proposed grade of the yard adjacent to the building on the uphill side of the property in order to prevent storm drainage water from damaging houses on properties that are lower than the road.
- d) Mobile Homes. No mobile homes shall be permitted on said land for any reason at any time.
- e) Driveways. Any driveway culverts, if necessary, are to be installed by the property owner and in accordance with the policies of Wise County and shall be of sufficient size to pass the 10-year storm. In no case shall a driveway culvert

of sufficient size to pass the 10-year storm. In no case shall a driveway culvert be less than 18-inches in diameter on a proposed road. The driveway above a culvert should be constructed such that the driveway is at least six (6") inches below the outside edge of the main roadway. This will reduce the risk of water, which exceeds the capacity of the culvert, flowing over the culvert and entering the roadway. Prior to the beginning construction of a driveway entrance or culvert in a County right-of-way, a written permit signed by the County Commissioner or his Foreman of the precinct containing the land upon which the culvert is to be built shall be applied for and obtained

- f) Outbuildings. All front elevations of any outbuildings shall be constructed with new material and must be kept in a good and workmanlike manner. Outbuildings may be constructed with colored sheet metal. All outbuildings, regardless of material used, must be trimmed out and painted. Such outbuildings shall not extend forward on the tract beyond the rear of the residence. Residence must always be between the road and outbuildings. Porches and or decks are to be of compatible construction and enhance home appearance.
- g) Fencing. Any fence built on said property must be of new material and all corner posts or H braces must be painted and capped. Yard fences may be constructed of masonry, metal pipe, metal pipe and cable, brick, wood (no privacy fence), rock, PVC, or black chain link. All fences will be maintained in a serviceable and attractive condition.
- h) Septic Systems/ Pools. If sewage disposal is by means on-site sewage facilities, a permit must be obtained for each lot. On-site sewage facilities must be designed in accordance with the rules established by Wise County and the TCEQ. Design shall be based on the results of a site evaluation performed on each lot. A sanitary septic system shall be required and installed for any dwelling erected on this land. Such septic tank shall be a type and construction and so located upon the individual tract as to be approved in writing by the State Board of Health. No other sanitary provisions or devices for sewage disposal shall be installed or permitted to remain on this land. The effluent from septic tanks shall not be discharged into a stream, storm sewer, open ditch or drain unless it has first passed through an absorption field approved by the Health Authority of State of the State of Texas. All dwellings must be connected to a water system and

sewer or septic system prior to occupancy. It is the responsibility of the purchaser, not Land seller, to install a private sewage system (septic tank). A private sewage facility permit must be obtained from the Wise County Public Works Department for each lot within the subdivision. All private sewage facilities must be designed by a Registered Professional Civil Engineer or registered professional sanitarian based upon a percolation test performed on the subject lot. Installation of septic tank and soil-absorption sewerage disposal system shall be in accordance with the regulation of the Wise County and State of Texas Health Officers, and subject to inspection by the Wise County Sanitation division. Location of underground swimming pools should be in accordance with the regulations of the Wise County Health Officers, but must be located behind the rear of the residence. (iv) In accordance with the requirements of the Wise County Subdivision Ordinance, the following advisories and restrictions are expressly further hereby included herein:

- 1) Septic tank performance cannot be guaranteed, even though all provisions of the Wise County rules for private sewage facilities are complied with.
 - 2) Inspection and/or acceptance of a private sewage facility by Wise County shall indicate only that the facility meets the minimum requirements and does not relieve the property owner of the responsibility to comply with County, State and Federal regulations.
 - 3) On-site sewage facilities, although approved of meeting minimum standards, must be upgraded by the property owner at the property owner's expense if the facility, at any time, does not comply with governmental regulations.
 - 4) A properly designed and constructed on-site sewage facility, situated in suitable soil, may malfunction if the facility is not properly maintained and controlled. Therefore, it shall be the property owner's responsibility to maintain and operate the on-site sewage facility in a satisfactory manner.
- i) No Construction in Flood Plain. No building shall be built in a 100-year flood plain unless the minimum recommended finished floor elevation is complied with. In no case shall the minimum finished floor elevation be less than 2-foot above the 100-year flood plain elevation.

- j) **No Obstruction in Floodway.** Any filling or obstruction of the floodway or drainage easements is prohibited.
- k) **Water.** It is the responsibility of the purchaser to furnish water to his property. The water pressure tank shall be included within the garage or outbuilding.
- l) **Setbacks.** All permanent dwellings must be no closer than 40 feet from the road. No permanent improvement, with the exception of driveways, will be constructed within 10 feet of any property line.
- m) **Damage to Residence.** In the event that a residence is partially or totally damaged by fire or other causes, the owner of such residence must either rebuild or replace the residence and completely clear the lot. In the event the owner desires to rebuild, the construction or restoration of the damaged residence, or portion thereof, must commence within one hundred twenty (120) days after the occurrence causing the damage.
- n) **Utility Easements.** Any underground utility company shall be contacted to verify depth and locations of utilities prior to any excavation on the lot. All easements shown on the survey of the property or reserved hereunder have been reserved for the purposes indicated. No homeowner may erect any permanent structure of any type whatsoever in these easement areas. With respect to the easement areas, as with any other areas described within recorded easement documents, any and all bona fide public utility service companies shall have the right of access, ingress, egress, regress, and use of the surface estate for the installation and maintenance of utility facilities.
- o) **Buried Utility Service.** All utility service facilities (including but not limited to electricity, telephone, and cable television) shall be buried under ground from the utility easements to any structure for the purpose of serving any structure located on any part of the property.

- p) **Landscape.** No living, healthy hardwood tree (such as oak or pecan) greater than ten (12) inches in diameter may be cut down, with the exception of those which allow for the delivery or construction of the home.

- q) **Firearms.** The use or discharge of firearms is expressly prohibited and forbidden within said subdivision on any tract less than 10 acres. A rimfire firearm may be used for eradication of predators or other destructive animals. Any firearm may be used in the case of trespass or other emergency for your safety. All property owners shall exercise all reasonable efforts to preserve and care for wildlife. No shooting range of any kind will be allowed within said subdivision.

- r) **Vehicles.** No motor homes and inoperable vehicles without current license plates shall be kept on the property, unless the same is kept within a completely enclosed barn or garage. Antique vehicles, farm, and construction equipment are permitted provided vehicles and/or equipment are not in disrepair. Horse and stock trailers are permitted. All commercial motor vehicles, commercial equipment, antique vehicles, farm and construction equipment, horse and stock trailer, motor homes must be parked behind the back line of the residence.

- s) **No Junk Yards.** That no junk yards, repair yards, or wrecking yards shall be located on any tract. Vehicles in disrepair placed on a tract for more than two (2) weeks shall constitute a junk yard.

- t) **Protection of Retaining Terraces.** Any motorized vehicular activity which causes formation of trails or the destruction of retaining terraces is expressly forbidden.

- u) **Livestock.** No part of the property shall ever be used for a commercial feed lot for livestock or fowl, or for a dog or cat kennel. Swine is allowed only for FFA or 4H projects. No Swine breeding programs allowed. No more than 4 show swine shall be permitted on the property at any time. No more than 2 goats per acre of land shall be allowed on a single tract of land. Any accumulation of animals that creates strong odors or constitutes a nuisance to adjoining property will be considered in violation of these covenants and the owner will be responsible for immediate removal upon written complaint. Any cage or pen constructed to

maintain any type of animal kept on the premises as allowed herein must be constructed of new materials and be of a design to be attractive in appearance.. All animals must be properly contained within owner's tract.

- v) Pets. No pets, whether yours or your visitors are allowed to run at large at anytime. Noisy or unruly pets or those that complaints are received about will not be allowed to remain. No tying of pets for containment.
- w) Offensive Activities. No noxious or offensive activity shall be conducted on the land; and no act shall be done which would in any manner constitute a public nuisance. All open areas must be kept mowed and cleaned to assure a neat appearance at all times. Should any owner fail to maintain such areas, Developer shall have the right to have such areas mowed and cleaned and to charge the lot owner for such services.
- x) No Motorcycles or ATV's. No loud motorcycles or ATV's over 80 decibels shall be operated in or near any residence or roadway in subdivision.
- y) Dumping. No part of the land shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Regular trash as generated by the landowner shall be disposed by a reputable waste handling company and shall not be allowed to accumulate on the property. Any burning of brush shall be supervised at all times and shall be done in accordance with the County and EPA guidelines.
- z) Mining. No person, firm or corporation shall at any time use any property within this subdivision for the purpose of mining rock, gravel, sand or dirt.
- aa) Subdivisions. No lot can be subdivided into two or more parcel, or lots. Each lot will remain as surveyed, unless approved by Developer.

bb) One Residence Per Tract. Only (1) one single family residence shall be permitted on tracts which front on Old Decatur Road. Lots 1, 16 and 17, which front on FM 730 may be used for multifamily housing. Any lot used for multifamily housing must be duplex in nature and must contain a garage for each unit. Each unit must me a minimum of 1250 square feet of living area and must also meet the exterior surface construction requirement set forth in (Article b). A non-profit organization such as a church may be allowed on tracts fronting on FM 730 if approved in writing by the developer. No other commercial business will be allowed on these tracts. Mother in law suite or temporary guest quarters are permitted on any tract providing it is attached to the main dwelling or contained within an out building such as a shop or garage.

cc) Commercial Use. No peddling, soliciting, will be allowed in the subdivision without permission from Developer. No wrecking or salvage yards or any other business requiring large buildings or open air storage of merchandise shall be permitted. Excessive or offensive noise, fumes or odors, excessive traffic, or unsightly conditions are expressly prohibited in order to protect neighboring property values and enjoyment of rural living.

dd) Liability of Developer. Developer shall not be liable in damages to anyone submitting plans to it for approval or to any owner or occupant of the property by reason of error or mistake on judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. No approval by the Developer shall constitute or be deemed to constitute any representation or warranty of the adequacy or fitness of any improvements approved by the Developer nor shall the Developer have any liability regarding such adequacy or fitness.

ee) Acceptance of Condition by Grantee. Acceptance of this grant and conveyance and of possession of subject property by Grantee shall be deemed to constitute immediate acceptance by Grantee of subject property in its present condition, "as is".

ff) Disputes. Matters of dispute or disagreement with respect to interpretation or application of these restrictions shall be determined by the Developer. These

respective determination (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all owners.

gg) Invalidation. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

hh) Injunctive Relief. The Developer, or owners of any tract out of the division described herein shall have the right to sue for and obtain injunctive relief to enforce any of the restrictions or covenants herein set forth, and the party or parties in violation of any of the restrictions or covenants shall pay any and all reasonable fees, including but not restricted to, attorney's fees paid or agreed to be paid, court costs, and expert witness testimony necessary for such injunctive relief.

ii) Covenants Running with the Land. The restrictive covenants herein set forth shall be covenants running with the land, and shall be binding upon all parties claiming title by and through the Grantor, and Grantor's successors and assigns.

jj) Acceptance By Grantee. By acceptance of any conveyance of any property covered by these restrictive covenants, the Grantee named in such conveyance acknowledges the substance and the content of these restrictive covenants and agrees to abide by or comply with the same in all respect.

kk) Term of Restrictions. These restrictions shall remain valid and enforceable covenants running with the land for a period of 50 years from the date hereof. From and after 50 years after the date hereof, these restrictions shall wholly lapse and terminate unless further extended by the then owners of all of the property subject to these restrictions.

Executed and Effective this 28th day of JANUARY 2020

Antler Creek Capital, LLC



By: Daniel Stoker (Developer) / Managing Member

STATE OF TEXAS

COUNTY OF WISE

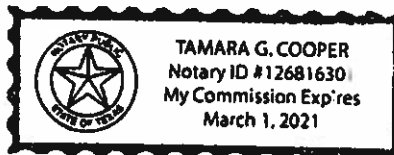
BEFORE ME, the undersigned authority, on this day personally appeared Daniel Stoker, (Managing Member of Antler Creek Capital, LLC) known to me to be the person who's name is subscribed to the forgoing instrument and acknowledged to me that they executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 28th day of January, 2020.



NOTARY PUBLIC,

WISE COUNTY TEXAS



FILED AND RECORDED

Instrument Number: 202003035

Filing and Recording Date: 03/10/2020 12:03:20 PM Pages: 11 Recording Fee: \$62.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the RECORDS of Wise County, Texas.



Sherry Lemon

Sherry Lemon, County Clerk
Wise County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE. DO NOT DESTROY - This document is part of the Official Record.

Deputy: Kim Griffith