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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**LONG BRANCH ESTATES**

STATE OF TEXAS

COUNTY OF ELLIS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made by RVG INVESTMENTS, LLC, a Texas limited liability company, (the "Declarant") the owner of the real property located in the extra territorial jurisdiction (the "ETJ") of the City of Midlothian (the "City"), Ellis County (the "County"), Texas, commonly known as LONG BRANCH ESTATES, and more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property").

WHEREAS, Declarant desires to hold and from time to time convey the Property or any portions thereof, subject to certain protective covenants, conditions, restrictions, liens and charges hereinafter set forth for the benefit of the present and future owners of the Property; and

WHEREAS immediately following the execution and recording of this Declaration, Declarant intends to develop the Property into a residential community consisting of a minimum of Forty One (41) platted single family residential lots with associated streets, utilities and entryway features (collectively, the "Community"), subject to the terms and restrictions of this Declaration.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS Declarant hereby declares that the Property described in Exhibit "A", including the improvements to be constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the following covenants, conditions, restrictions, and easements (the "Restrictions") which are for the purpose of protecting the value and desirability of, and which shall run with the title to, such Property and any portion thereof.

**ARTICLE I**  
**GENERAL RESTRICTIONS**

The Property and Lots (hereafter defined) hereinafter platted on the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions, unless otherwise waived by Declarant in writing.

- 1.1 **Subdividing.** Unless otherwise expressly consented to in writing by Declarant, the Property shall be initially subdivided by a Final Plat into at least Forty One (41) single

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family residential lots (the "Lots"). After the filing of the of the Final Plat, no Lot shall be further divided or subdivided, or an interest therein less than the whole be conveyed by an owner of a Lot without the prior written approval of the Declarant; provided, however, Declarant may convey an easement on all or a portion of a Lot.

- 1.2 **Single Family Residential Use.** Except for the Entryway Lots (hereafter defined) each Lot shall be improved and used solely for single family residential use and improvements constructed on any such Lots shall comply with all Restrictions imposed by this Declaration and the Final Plat (herein so called) creating such Lots. Construction of new buildings only shall be permitted, it being the intent of Declarant to prohibit the moving of any existing building onto any Lot and remodeling or converting same into a dwelling house. No condominium regime may be established on any portion of the Property. No buildings shall be erected, altered, placed, or permitted to remain on any Lot, except as otherwise provided herein, other than one (1) single-family residence per Lot with no more than one (1) guest house and one (1) detached garage, as provided below.

- 1.3 **Restricted Activities or Improvements.** The following activities or improvements are prohibited within the Property except as otherwise expressly provided:

- (a) **Signs.** Displaying any sign of any kind to the public view on any Lot; save and except: (i) one (1) sign of not more than 2 feet by 3 feet in area advertising the property for rent or sale; (ii) signs used by the Developer or by a homebuilder (subject to Developer's prior written approval) to advertise the Lots during development, construction and sales periods; and (iii) political signs advocating the election of one or more political candidates or sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than a reasonable period of time (in no event to exceed sixty (60) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election. All "For Sale," "For Lease," "For Rent," and similar signs and all political signs shall be fastened only to a stake in the ground and extending no more than four (4) feet above the surface of the ground. "Rent-to-Own" signs or signs advertising that a Lot has been foreclosed upon are prohibited. The Declarant shall have the right to remove any sign, billboard, or other advertising structure that does not comply with the above, and in so doing, shall not be subject to any liability for trespass or any other liability in connection with such removal.
- (b) **Parking.** Parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places which are not screened from public view; provided, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot.
- (c) **Pets.** Raising, breeding or keeping of animals, livestock or poultry of any kind other than generally recognized household pets; except that one horse or cow may be kept per acre (rounded to the nearest acre) of land comprising the Lot; subject to applicable

Laws (as hereinafter defined). Reptiles, goats, sheep, hogs, swine, pigs (including but not limited to pot bellied pigs), monkeys, chickens, ducks, peacocks, pigeons and guinea fowl shall not be deemed to be household pets and are expressly prohibited. No more than a total of four (4) pets will be permitted on each Lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. All such pets will be kept within strict accordance with all local laws and ordinances (including leash laws). All pets must be properly tagged for identification. No pet will be allowed to run at large, and all pets will be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects and waste at all times. Such enclosed area will be of reasonable design and construction to adequately contain such pets in accordance with the provisions hereof and will be screened so as not to be visible from any other Lots or public streets, roads or alleys. If the Declarant determines in its reasonable opinion and judgment that a pet constitutes a nuisance or inconvenience to the occupants of other Lots, the pet shall be removed upon request of the Declarant. If the pet owner and/or Lot owner fail to honor such request, Declarant may remove the pet on behalf of the owner.

- (d) **Odors.** Permitting any activity that emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots.
- (e) **Laws.** Permitting any activity, which violates local, state or federal laws or regulations; provided, the Declarant shall have no obligation to take enforcement action in the event of a violation (collectively, the "**Laws**").
- (f) **Noxious or Offensive Activity.** Permitting any noxious or offensive activity, which in the reasonable determination of Declarant tends to cause embarrassment, discomfort, annoyance, or nuisance to occupants of other Lots or Adjacent Properties. No lighting or illumination of any type shall be placed upon a Lot in such a manner as to cause unreasonable glare or illumination on any other Lot, public thoroughfares or any Adjacent Properties.
- (g) **Burning of Trash.** Permitting any outside burning of trash, leaves, debris, or other materials.
- (h) **Noises.** Using or discharging of any radio, stereo type sound system, loudspeaker, horn, whistle, bell or other sound device, unlicensed and/or unregistered go-carts, motorized scooters, off road vehicles, ATV's or motorcycles that are audible to occupants of other Lots or Adjacent Properties, except alarm devices used exclusively for security purposes.
- (i) **Fireworks.** Using and discharging of firecrackers and other fireworks on any Lot or any portion of the Property.
- (j) **Dumping.** Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch,

stream, or elsewhere within the Community, except that fertilizers may be applied to landscaping on Lots provide care is taken to minimize runoff.

- (k) **Rubbish, Trash, and Garbage.** Accumulating of rubbish or debris of any kind. Rubbish and debris shall not be placed or permitted to accumulate upon any Lot and no odors shall be permitted to arise therefrom so as to render any Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view, except for the 24 hour period beginning at 8:00 p.m. the day before a scheduled trash pickup and ending at 8:00 p.m. the day of a scheduled trash pickup.
- (l) **Drainage.** Interfering with the established drainage patterns over or under any of the Lots, unless adequate provision is made for proper drainage and approved by the Declarant in writing. No owner of a Lot or any portion of the Property shall by the construction of any improvements on a Lot or any portion of the Property (including, but not limited to the construction of streets, roads, alley, curbs, sidewalks, drainage ditches, or any other structures or improvements) alter, divert or increase the flow or drainage onto, over or across any lands surrounding the Property or any Adjacent Properties without the express written consent of the Declarant. The Declarant hereby reserves for itself for a perpetual easement across, over and under the Property and the Lots for the purpose of remedying at the Lot owner's sole cost and expense any alteration, diversion or increase in water flow across, over, upon and/or under the Adjacent Properties due to improvements constructed on the Property or Lots that have caused a change in drainage and water flow across, over, upon and/or under the Adjacent Properties. No owner shall alter the general grading, slope and drainage plan of a Lot after the Lot has been graded by the Declarant or a homebuilder without (i) written permission of the Declarant, and (ii) any approvals of the applicable City, County and other appropriate agencies having authority to grant such approval, which may be required. Without the express written consent of Declarant, no occupant, person or owner of a Lot may obstruct or rechannel the drainage flows. Septic tanks and drain fields, other than those installed by or with the written consent of the Declarant, are prohibited.
- (m) **Single Family.** Occupying a Lot by more than a single family. A single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one person who is not so related as a single household unit, or not more than three adults who are no so related living together as a single household unit, and the household employees of either such household unit; provided, nothing herein shall be interpreted to restrict the ability of one or more adults meeting the definition of a single family from residing with any number of persons under the age of 18 over whom such adult has legal custody.
- (n) **Dangerous Conditions.** Introducing any plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly,

unpleasant or of a nature as may diminish or destroy the enjoyment of a single residential family community. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot, no open fires shall be lighted or permitted except within safe and well-designed fireplaces or well-designed fire pits, or in contained barbecue units while attended and in use for cooking purposes. No vehicle of any size which transports flammable or explosive charge may be kept in the Community at any time, except for the delivery of allowed substances, such as propane.

- (o) **Business Use.** Conducting any business, trade, manufacturing, commercial or similar activity; except an owner or occupant residing on a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of other residents within the Property; and (iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents within the Property, as may be determined in the sole discretion of Declarant. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provisions of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (A) such activity is engaged in full or part time, (B) such activity is intended to or does generate a profit, or (C) a license is required. The leasing of a residence shall not apply to any activity conducted by the Declarant, Developer, or a homebuilder with respect to their development, construction and sale of Lots or their use of any Lots during such period of development, construction and sale within the boundaries of the Property.
- (p) **Antennae and Roof Structures.** Erecting, constructing, placing or installing of any television, radio or other electronic towers, serials, antennae, satellite dishes or device of any type for reception or transmission of radio or television broadcasts or other means of communication upon a Lot or upon any improvement thereon, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Declarant shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that reception of an acceptable signal would not be impaired or the cost of installation would not be unreasonably increased, an antenna permissible pursuant to rules of the Declarant may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land-use and building regulations.

- (q) **Picketing.** Engaging in any picketing on any Lot, easement, right-of-way within or adjacent to the Property, or parking, storing or driving any vehicle in or adjacent to the Property which bears or displays any signs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any owner, Declarant or homebuilder.
- (r) **Temporary Structures.** Erecting, constructing, placing or installing of any tents, shacks, or other temporary buildings, improvement or structure upon any Lot. Developer and a homebuilder with the approval of the Developer may maintain and occupy a model home, sales office, and construction trailer during the construction period.
- (s) **Mining and Drilling.** Mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth; provided however, the foregoing Restriction shall not restrict or prohibit pooling or unitization of the mineral estate reserved by Declarant with land other than the Property or the exploration or production of oil, gas and other minerals and/or geothermal energy and geothermal substances and rights and/or underground water by means of wells, shafts or other access ways that are drilled, constructed, or developed, or mines that open on land other than the Property provided that (1) any such wells, shafts or other access ways that are drilled, constructed or developed or mines that open on such other land are not less than two hundred fifty feet (250') from the boundaries of the Property, and (2) such operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property. Notwithstanding anything in this Declaration to the contrary, the terms and provisions of this subpart may not be amended at any time, whether before or after the Primary Term (as hereinafter defined) without the express written consent of the Declarant and the record title holder of the owner(s) of such water, oil, gas, or other hydrocarbons or minerals rights.
- (t) **Unightly Articles.** Permitting unsightly articles on any Lot so as to be visible from adjoining property or public or private thoroughfares. Service areas, storage areas, loading areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view from public or private thoroughfares and Adjacent Properties, and no lumber, grass, plant waste, shrub or tree clipping, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Lot except within enclosed structures or appropriately screened from view from public or private thoroughfares and adjacent Lots and Adjacent Properties.
- (u) **Unfinished Structures.** Permitting a structure to remain unfinished for more than such period of time reasonably necessary to complete the structure, considering current construction techniques, market conditions, and typical construction periods for similar improvements in the area.

- (v) **Window Treatment.** Installing aluminum foil, reflective film or similar treatment on windows or glass doors.
- (w) **Air Conditioning Apparatus and Utility Meters.** Installing or maintaining of air-conditioning apparatus or utility meters on the ground, on a pad or in a window in front of a residence. No air-conditioning apparatus shall be on the ground, on a pad or be attached to a front wall or window of a residence. All utility meters, equipment, air conditioning compressors, air conditioning and heating units and similar items must (to the extent reasonable) be visually screened from the street and adjoining Lots and must be located in areas not visible from the street and adjoining Lots and must be located in areas acceptable to the Developer.
- (x) **Easement Area.** Damaging or interfering with the installation and maintenance of utilities within easement areas. Within the easements on each Lot, no structures, planting, or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow within drainage channels, or which may obstruct or retard the flow of water through drainage channels.
- 1.4 **Repair of Buildings.** All improvements upon any of the Lots shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the owner thereof.
- 1.5 **Mobile Homes, Travel Trailers and Recreational Vehicles.** No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than seventy-two (72) hours in any calendar month.
- 1.6 **Maintenance of Lawns and Plantings.** Each owner shall keep all shrubs, trees, grass and plantings of every kind on such Lot cultivated, pruned, mowed, and free of trash and other unsightly material. Owner may install landscape irrigation systems where appropriate for the types of vegetation located on such Lot and shall maintain all such landscape irrigation systems in good working order.
- 1.7 **Leasing of Residences.** "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a residence by any person, other than the owner for which the owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. Leasing of residences may be only in their entirety; no fraction or portion may be leased. There shall be no subleasing of a residence. No transient tenants may be accommodated in a residence. All leases shall be in writing and shall be for an initial term of no less than thirty (30) days, except with the prior written consent of the Declarant. Notice of any lease, together with such additional information as may be required by the Declarant, shall be given to Declarant by the owner within ten (10) days of execution of the lease. The owner must make available to the lessee copies of this

Declaration and any reasonable rules and regulations adopted by the Declarant regulating leasing and subleases.

- 1.8 **Driveway Culverts.** All driveway culverts must be constructed in accordance with applicable Ellis County Culvert Permit issued by the Department of Centralized Road & Bridge for Ellis County, Texas, or other such department for the County or for the City, which regulates culvert permits. All driveway and related culverts will be maintained in good condition at all times by the owner of the Lot that the driveway services.
- 1.9 **Construction Activities.** Notwithstanding any provision herein to the contrary, this Declaration shall not be constructed so as to unreasonably interfere with or prevent (a) normal construction activities during the construction of improvements by an owner (including Developer and homebuilders) upon any Lot, or (b) any and all activities normally associated with or reasonably convenient to the improvement and development of the Lots by Developer, its successors, and assigns in preparation for the sale of a Lot to a homebuilder or other purchaser. Specifically, no such activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such activities are pursued to completion with reasonable diligence and conform to usual practices in the area.
- 1.10 **Compliance with Provisions of the Restrictions.** Each owner of the Property or a Lot shall comply strictly with the provisions of these Restrictions. Failure to comply with these Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive release or both and attorney's fees, maintainable by Declarant and/or by another owner of a Lot.
- 1.11 **Excluded Area.**
- (a) **Lot 2, Block A,** as shown on the Final Plat of the Community, is specifically excluded from this Declaration of Covenants, Conditions and Restrictions of Long Branch Estates.
  - (b) **Lot 6, Block A,** as shown on the Final Plat of the Community, is specifically excluded from Sections 2.6 and 2.19 of this Declaration of Covenants, Conditions and Restrictions of Long Branch Estates solely as it relates to the existing barn structure and existing fencing around the barn structure. Specific Covenants, Conditions and Restrictions may be imposed on this Lot 6, Block A in the deed of conveyance to the Grantee. Where these specific Covenants, Conditions and Restrictions are different from the general provisions set forth in this original Declaration of Covenants, Conditions and Restrictions of Long Branch Estates, these specific Covenants, Conditions and Restrictions set forth in the deed of conveyance will prevail over the general provisions of this Declaration. When the specific Covenants, Conditions and



Restrictions are not in conflict with or replace the general provisions, the general provisions will remain in effect.

## ARTICLE II BUILDING REQUIREMENTS AND RESTRICTIONS

2.1 **Entryway Features.** Prior to occupancy of any residence on the Property or any portion of the Property or a Lot within the Community, Developer, at its sole cost and expense, shall develop, install and complete an entryway at the main entrance to the Community off of Long Branch Road, which entryway features shall include entry monuments (the '**Entryway Features**') substantially similar to the entryway features located at McAlpin Manor in Midlothian, Ellis County, Texas, or such other Entryway Features as may be mutually agreed to by Declarant and Developer. Developer will maintain the Entryway Features in good condition and repair; provided, however, Declarant may assign such responsibility to any homeowner's association hereafter established by Developer; whereupon it shall be the responsibility of such homeowner's association to maintain, repair, and replace such Entryway Features. Developer shall install the Entryway Features on one or more platted lots (the "**Entryway Lots**").

2.2 **Masonry Requirements.** All exterior walls, exclusive of openings and trim, on any residence shall be at least 80% masonry. Brick, stone, and stucco shall be deemed to be masonry; however, brick veneer, stone veneer, wood veneer, Hardiboard, fiber cement, and similar cementitious materials shall not meet the masonry requirements of this Restriction. The front external wall area of the first floor, except windows and doors, of such building shall not be less than one hundred percent (100%) of such materials, unless otherwise approved by the Developer. In calculating the area required to be constructed of the foregoing materials on the side and rear exterior walls, but not the front exterior walls, of such buildings, the areas covered by the following shall be excluded from such calculation: gables, or other areas above the height of top of standard height first-floor windows. No plywood shall be used on any exterior wall.

2.3 **Minimum House Size.** Unless otherwise waived by Declarant in writing:

- (a) The single family residential dwellings on Lots 1, 3 - 12, Block A; Lots 1-7, and 11, Block B; Lots 1-8, Block C, within the Property shall each have a minimum heated and cooled floor area of 2,500 square feet (exclusive of open porches, garages, patios, and detached buildings); and
- (b) The single family residential dwellings on Lots 13-18, Block A; Lots 8-10, Block B; Lots 9-12, Block C, within the Property shall each have a minimum heated and cooled floor area of 2,800 square feet (exclusive of open porches, garages, patios, and detached buildings).

2.4 **Roofing Materials and Roof Pitch.** All roofing material shall be at minimum 30 year or better composition shingles; however, metal seamed, man-made slate, concrete flat tile, or other roofing materials shall be permitted when approved by the Developer in writing. Roof pitches will be a minimum of eight twelfths (8/12<sup>th</sup>) or greater over the main span in front roof spans, and the

rear pitch on a one and one half ( 1 ½) story or rear porches can be reduced to four twelfths (4/12<sup>th</sup>) or greater.

2.5 **Garages.** Each residence on a Lot shall have a minimum of one 2-car garage. No garage may be converted to a living area unless a substituted 2-car garage is constructed prior to the conversion of the current garage. If a garage is detached, it must be made of materials aesthetically compatible with materials used on the exterior of the main residence. The garage door of any house or residence must open on the side or at the rear of the house. On corner lots, no side entry garage may open to the side street.

2.6 **Fences and Retaining Walls.**

- (a) **Fencing and Walls.** Rear yards may be fenced or walled to a maximum height of eight (8') feet with wood (spruce or cedar specie only) privacy fencing, wrought iron, or a combination of wood and stone column fencing. Wood fences shall be trimmed with a two-tier assemblage and a 2" x 6" wood cap at top of fence. Wood fence structures, pickets and trim shall be stained in a medium brown hue with all fence components and stained finish being maintained by the owner of the Lot. All wood fenced structures shall be composed of 2" x 4" pressure and insect treated wood rails, or cedar rails, supported by galvanized metal posts embedded into a concrete footing support. Wood privacy fencing which faces directly onto the street or runs parallel to a street shall be constructed so that the posts and stringers do not face the street. Chain link or wire fences are prohibited within the Property. Shadow fencing is permitted. Fencing erected by Developer or a homebuilder, shall be maintained by each Lot owner in its originally constructed state or otherwise replaced by the owner of the Lot. Retaining walls must be constructed entirely out of materials approved by the Developer. No fences in the front of a residence will be permitted. Fences or walls erected by Developer or homebuilder shall become the property of the owner of the Lot on which the same are erected and, as such, shall be maintained, repaired and replaced by such owner. No portion of any fence or wall shall extend more than eight (8) feet in height, except for the entryway walls located on Entryway Lots constructed by Developer.

2.7 **Landscaping.** Minimum requirements for landscaping front yards and side yards shall be: (1) grass extending to the front and side property lines in all exposed areas, and/or as far into the street right-of-way as practicable; and (2) the minimum number of shrubs and/or trees required by the City or County for single family homes. Rear yard, to the extent visible from adjacent Lots or public streets, shall have grass, mulch, bark or other acceptable groundcover which prevents soil erosion and is aesthetically pleasing. Landscaping shall be installed no later than 30 days following completion of construction or issuance of a certificate of occupancy by a governmental entity, as applicable.

2.8 **Structure Height.** No residential structure shall exceed 35 feet in height unless otherwise approved in writing by the Developer. Any accessory structure that has a square footage equal to or greater than 10% of the heated and cooled floor area of main residential structure (exclusive of open porches, garages, patios, and detached buildings) shall be comparable in architecture and

color as the main residential structure and must be approved by the Developer in writing prior to placement.

2.9 **Structure Width.** All residential structures shall be a minimum of 65 feet in width unless otherwise approved in writing by the Developer.

2.10 **Driveways.** Driveways on any Lot shall be surfaced with concrete.

2.11 **Sewage.** All Lots shall have sewage systems that meet all Federal, State, County and City standards, including EPA standard, and the Restrictions set forth in this Declaration.

2.12 **Propane Tanks.** All propane tanks must be below ground.

2.13 **Swimming Pools.** No above ground swimming pools will be permitted.

2.14 **Exterior Items.** Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mail boxes, exterior paint or stain, shall be subject to the proper approval of the Declarant, both as to design, materials, and location.

2.15 **Mailboxes.** Mailbox structures shall be constructed of masonry material to match the residence and shall be for established curbside mail delivery. Mailbox structures shall (i) be designed and constructed in accordance with guidelines established by the Declarant or any architectural control committee established by Declarant, and (ii) comply with any applicable guidelines and/or requirements of the City, County and/or United States Postal Service.

2.16 **Commencement of Construction.** Each residence constructed on each Lot and any other improvements thereto shall be commenced and completed with due diligence promptly after approval of the Developer of the plans and specifications prepared in connection with such construction. No time limit is imposed upon the start of construction, but once construction begins, improvements must be completed within one and one-half (1 ½) years.

2.17 **Underground Utility Lines.** Except as to special street lighting or other aerial facilities which may be required by the City of County, or which may be required by the franchise of any utility company, no aerial utility facilities of any type (except meters, riser, service pedestals, transformers, and other surface installations necessary to maintain, or operate appropriate underground facilities) shall be erected or installed upon the Property whether upon individual Lots, easements, streets, or right-of-way of any type, whether by the utility company or any other person or entity and all utility service facilities (including, but not limited to, water, sewer, gas, electricity, and telephone) shall be buried underground unless otherwise required by public utility.

2.18 **Additional Drainage Requirements.** In addition to the Restriction set forth in Section 1.3(1) above, a final grading will be required which shows a positive drainage and responsible water flow away from the main structure adjoining Lots and the Adjacent Properties. Each owner of a Lot shall be responsible for insuring their drainage is channeled to the street or normal drainage areas.

2.19 **Other Building Structures.** No shop(s), storage building(s), greenhouse(s), gazebo(s), and/or other building(s) (including storage of lawn equipment), may be placed on a Lot except within a backyard in an area fenced/screened from view of other Lots, streets or any Adjacent Properties. Except as otherwise set forth below, these structures cannot be placed anywhere on the side yards and such structures must be approved by the Developer in writing prior to any placement. Any accessory structure that extends two (2) feet or more above the fence line or any accessory structure that has a square footage equal to or greater than 10% of the heated and cooled floor area of the main residential structure (exclusive of open porches, garages, patios, and detached buildings) shall be comparable in architecture and color as the main residential structure and must be approved by the Developer in writing prior to placement.

2.20 **Building Materials.** No building materials of any kind shall be placed or stored upon the Property or a Lot until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected.

### **ARTICLE III EASEMENTS**

3.1 **Reserved Easements.** All dedications, limitations, restrictions and reservations now or hereinafter shown on the Final Plat with respect to any Lot, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be constructed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying a Lot. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing all of the Lots. Further, Declarant reserves the right, without the necessity of the joinder of any owners or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including without limitation, gas, water, sewer, cable television, electricity, telephone, and drainage), in favor of any person or entity, along and on either or both sides of any Lot line and on the rear of any Lot, which said easement shall have a maximum width of 5.0 feet on each side of such Lot line and 15.0 feet at the rear of such Lot.

3.2 **Installation and Maintenance.** There is hereby created an easement upon, across, and over and under all of the easement areas affecting the Lots for ingress and egress in connection with installing, replacing, repairing, and maintaining all underground utilities, including, but not limited to, water, sewer, gas, cable television, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, across and under the Lots, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Final Plat, and to trim overhanging trees and shrubs located on portions of the Lots abutting such easements.

3.3 **Surface Areas.** Each owner shall maintain the surface area of all easements located within this Lot and all improvements located therein except for such improvements for which a public authority or utility company is responsible. The surface of the easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any owner for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

## ARTICLE IV MISCELLANEOUS

4.1 **Term.** This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2067 (the "Primary Term"), unless amended as herein provided. After the Primary Term, this Declaration, including all such covenants, conditions and restrictions, shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed in accordance with the provisions of Section 4.2.

4.2 **Amendment.** This Declaration may be amended by the recording in the Ellis County Official Public Records of an instrument executed and acknowledged by the owners of at least 67% of the Lots; provided, however no amendment to this Declaration shall be effecting during the Primary Term which modifies, alters, reduces or eliminates the Restrictions set forth in this Declaration without the express written consent of the Declarant and its expressly permitted assignees. Nothing contained in this Section 4.2 is intended to prohibit the amendment or supplementation of this Declaration which add more restrictive or additional or different covenants and conditions, or which otherwise authorize the formation of an architectural review committee, a homeowner's association, or the promulgation of rules and regulations related to the Property, the Lots and the Community; provided, such amendment(s) or supplementation(s) to this Declaration do not modify, alter, reduce, eliminate, or affect those matters set forth above of this Section 4.2.

4.3 **No Warranty of Enforceability.** Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

4.4 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Lots and of promoting and effectuating the fundamental concepts of the Lots set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

4.5 **Assignment by Declarant.** Notwithstanding any provision in this Declaration to the contrary, Declarant and any Successor Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other 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.

4.6 **Enforcement and Nonwaiver.**

(a) **Right of Enforcement.** Except as otherwise provided herein, any owner of a Lot at his or her own expense and/or Declarant and/or Successor Declarant shall have the right to enforce all of the provisions of these Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(b) **Nonwaiver.** The failure to enforce any provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

4.7 **Construction.**

(a) **Restrictions Severable.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(b) **Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

(c) **Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

*The remainder of this page left intentionally blank.*

*Signature page follows.*

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective as of the 26 day of June, 2017.

Declarant:

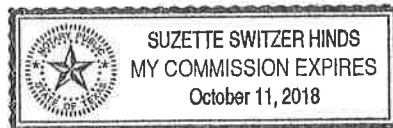
RVG Investments, LLC,  
a Texas limited liability company

By: Robert V. Glass  
Robert V. Glass,  
President

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was subscribed, sworn to and acknowledged before me on the 26 day of JUNE, 2017, by Robert V. Glass, President of RVG Investments, LLC, a Texas limited liability company, on behalf of said entity.



Suzette Switzer Hinds  
Notary Public

After Recording, Return To:

RVG Investments, LLC  
3924 Marquette Street  
Dallas, TX 75225

EXHIBIT "A"

FIELD NOTES

57.815 Acres

BEING all of that certain lot, tract or parcel of land situated in the A.R. Newton Survey, ABSTRACT 810, in Ellis County, Texas, and including a portion of a called 31.766 acres tract conveyed to Billy A. Dillard and wife, Betty J. Dillard by deed recorded in Volume 560, Page 824, Deed Records, Ellis County, Texas (DRECT), and including all of a called 1.7483 acres tract conveyed to Billy A. Dillard and wife, Betty J. Dillard by deed recorded in Volume 1841, Page 1892, Official Public Records, Ellis County, Texas (OPRECT), and including the residual of a called 25.6 acres tract described by deed recorded in Volume 821, Page 163, DRECT, the aforesaid tracts being contiguous and herein described as one tract, and being more particularly described as follows:

BEGINNING at a point in the center of Long Branch Road (a county road) for the northwest corner of said 31.766 acres tract, and being the same for this tract, and being in the west line of said A.R. Newton Survey, and from which point a 1/2" steel rod found for witness bears: S 89°15'59" W, 19.79 feet, with the bearing basis for this description from GPS observation, Texas Co-Ordinate System, North Central Zone, with a beginning co-ordinate of: Northing = 6859062.189, Easting = 2459417.527;

THENCE North 89°15'59" East (Deed – East, 2257.48') along the north line of said 31.766 acres tract and this tract, at approximately 19.79 feet passing a 1/2" steel rod found for witness, and being the southwest corner of a called 15.596 acres tract described by deed recorded in Volume 1567, Page 1175, OPRECT, at approximately 2069.43 feet passing the northeast corner of said 31.766 acres tract and the northwest corner of the aforesaid 1.7483 acres tract, and continuing a total distance of 2085.33 feet to a 1/2" steel rod found for the northeast corner of said 1.7483 acres tract, and being the same for this tract, and also being the northwest corner of Lot 6R in Block A of Huntington Estates, and addition in Ellis County according to the plat thereof as recorded in Cabinet F, Slide 364, Plat Records, Ellis County, Texas (PRECT);

THENCE South 01°51'07" West, 212.33 feet (Deed - S 04°28'43" W, 213.26') along an east line of said 1.7483 acres tract and this tract, and along the west line of said Huntington Estates addition to a 1/2" steel rod set for corner;

THENCE South 19°39'44" West, 398.45 feet (Deed-S 20°39'52" W 398.45') along a southeast line of the 1.7483 acres tract and this tract, and along a northwest line of said Huntington Estates to a 1/2" steel rod set for corner;

THENCE South 03°03'46" West, 411.80 feet (Deed-S 04°03'54" W 411.80') along an east line of the 1.7483 acres tract and this tract, and along a west line of said Huntington Estates to a 1/2" steel rod set for corner;



THENCE South 38°13'33" West, 32.82 feet (Deed-S 39°13'41" W 32.82') along a southeast line of the 1.7483 acres tract and this tract, and along a northwest line of said Huntington Estates to a 1/2" steel rod set for the south corner of said 1.7483 acres tract, and also being the southeast corner of the aforesaid 31.766 acres tract, and being in the northeast line of the aforesaid 25.6 acres tract;

THENCE through said 25.6 acres tract along the easterly lines of this tract and along the westerly lines of said Huntington Addition, and along the lines of Long Branch Creek the following courses and distances:

S 44°48'33" W, 58.14' to a point for corner; S 05°10'05" E, 80.63' to a point for corner; S 54°17'05" E, 40.54' to a point for corner; S 76°38'53" E, 144.51' to a point for corner; S 82°37'35" E, 118.18' to a point for corner; S 18°50'06" E, 7.52' to a point for corner; and S 04°30'34" E, at approximately 54.21' passing the southwest corner of Huntington Estates, and continuing a total distance of 91.16' to a point for the southeast corner of said 25.6 acres tract, and being the same for this tract, and being in the centerline of Spring Branch Road (a county road), and being in the north line of the Hugh McDaniel addition, an addition in Ellis County, Texas, according to the plat thereof recorded in Cabinet A, Slide 403, PRECT;

THENCE South 89°23'08" West, 2146.98' (Deed – West) along the south line of said 25.6 acres tract and this tract, and along the north line of said Hugh McDaniel addition to a 5/8" steel rod found for the southwest corner of said 25.6 acres tract, and being the same for this tract, and being the northwest corner of said Hugh McDaniel addition, and being at the intersection of the centerlines of Spring Branch Road and Long Branch Road, and being in the west line of said A.R. Newton Survey;

THENCE North 00°56'45" West (25.6 Ac. Deed – North) along the west line of said 25.6 acres tract and this tract, and along Long Branch Road, at approximately 659.89 feet passing the northwest corner of said 25.6 acres tract and the southwest corner of the aforesaid 31.766 acres tract, and continuing a total distance of 944.90 feet to a 1/2" steel rod set for a northwest corner of this tract;

THENCE into the aforesaid 31.766 acres tract as follows:

N 89°04'01" E, 401.62 feet to a 1/2" steel rod set for corner;

N 00°54'43" W, 216.40 feet to a 1/2" steel rod set for corner;

S 89°14'30" W, 401.75 feet to a 1/2" steel rod set for corner in the west line of the aforesaid 31.766 acres tract;

THENCE North 00°56'45" West, 150.18 feet along the west line of said 31.766 acres tract to the POINT OF BEGINNING and containing approximately 57.815 acres of land.