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 Cooke County, Texas
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Pam Harrison
 County Clerk, Cooke Co., TX

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR OAK CREEK RANCH ESTATES

County Clerk

Preamble

This Declaration of Covenants, Conditions, and Restrictions is made on September 18th, 2020, at Cooke County, Texas, by CSLR Ranch Partners, LLC, a Texas limited liability company ("Developer" and "Declarant"), whose mailing address is P.O. Box 3383, Midland, Texas 79702.

Recitals

1. Declarant is the owner of all that certain real property ("the Property") located in Cooke County, Texas, described as follows: Being 344.374 acres located in the Amos C.C. Bailey Survey, A – 44, Cooke County, Texas and being a part of that same tract of land described and conveyed in that certain Warranty Deed with Vendor's Lien dated December 12, 2019, and being duly recorded at Volume 2300, Page 747 of the Deed Records of Cooke County, Texas. The Property being more specifically described and depicted on the attached Exhibit "A".
 2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan of the subdivision is to provide a rural residential lifestyle to land and homeowners where open space agricultural exemptions can be maintained. These restrictions generally prohibit commercial development within the Property.
 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 1, Definitions:

Developer

- 1.01. "Developer" means Declarant and its express successors and assigns.

Lot

- 1.02. "Lot" means any of the plots of land shown on the attached survey portion of the attached Exhibit "A" (the "Survey"), on which there is or will be built a single family dwelling. The term "Lot" does not include the Common Area.

Owner

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 a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

Qualified Person

1.04. A "Qualified Person" means any person who is designated by Developer to review and approve any architectural plans, changes, landscaping, or anything otherwise requiring approval herein.

ARTICLE 2, Architectural Control:**Architectural Control Committee**

2.01. Developer shall serve as the Architectural Control Committee and may consult with a Qualified Person, concerning the review of proposed plans submitted by an Owner.

Approval of Plans and Specifications

2.02. The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- (a) Construction of any building, fence, wall, or other structure.
- (b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.
- (c) Any landscaping or grading of any Lot or Lots.

Application for Approval

2.03. To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit an application to the Architectural Control Committee 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.

Standard for Review

2.04. The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

Failure of Committee to Act

2.05. If the Architectural Control Committee fails either to approve or reject an application for proposed work within sixty (60) days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

ARTICLE 3, Exterior Maintenance:

3.01. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter the 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.

ARTICLE 4, Use Restrictions and Architectural Standards:**Residential Use Only**

4.01. All Lots shall be used for single-family residential purposes only. Single-family use consists of use as a dwelling by two or more natural persons who are related by marriage or kinship or by not more than four (4) natural persons who are not related by marriage or kinship. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property 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 residences on the Property.

Type of Buildings Permitted

4.02. No building shall be erected, altered, or permitted on any Lot other than one detached single-family dwelling not to exceed two (2) stories in height, with a private garage for not more than four (4) passenger automobiles. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas.

One (1) additional secondary dwelling (such as a Guest Home, Mother-in-Law home) may be constructed on each Lot.

All roofs shall be constructed of fireproof materials.

All fences must be of material such as net wire, cedar staves, barbed/smooth wire, pipe or a combination thereof.

Barns, stables, storage buildings, shops or other out-buildings must be constructed on site with new materials constructed in a skilled workmanlike manner.

Design, Minimum Floor Area, and Exterior Walls

4.03. Any residence constructed on a Lot must have a ground floor area of not less than two thousand (2000) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior building design of any residence shall consist of not less than thirty percent (30%) masonry construction. "Hardy" board may be substituted upon approval of the Architectural Review Committee. All improvements shall be constructed with proper permits from Cooke County, Texas or other entities having jurisdiction over a Lot.

Setbacks

4.04. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than fifty (50) feet, except that a forty (40) foot side yard shall be permissible for a garage or other permitted accessory building. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a 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 Paragraph 4.05, these building setback requirements shall apply to the resulting building site as if it were one original, platted Lot.

Re-subdivision or Consolidation

4.05. No Lot shall be re-subdivided or split without the consent of the Developer and any applicable lien holder then currently holding a lien on a Lot.

Easements

4.06. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of the Owner situated in the easement.

Noxious or Offensive Activities Prohibited

4.07. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

4.08. No structure not approved for residential use by the Architectural Control Committee, including but not limited to trailers, mobile/manufactured homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently.

Signs

4.09. No signs of any type shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent. However, Developer, as well as any other person engaged in the construction and sale of residences on

the Property shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

Oil and Gas Development and Mining Prohibited

4.10. No oil or gas well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot. Nothing in this restriction prohibits the development of the mineral estate of a Lot when a well or wells are located on a surface development site outside of the Property, but bottomed under any Lot. Excavation for sand, gravel or rock is prohibited except for a Lot Owner's personal use on its Lot.

Rubbish, Trash and Garbage

4.11. 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. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris without a proper permit issued by the appropriate governing entity having jurisdiction over a Lot.

Sewage Disposal

4.12. 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 governmental entities having jurisdiction over an Owner's Lot. Approval of the system as installed shall be obtained from that authority.

Water Supply

4.13. No individual water-supply system shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the governmental entities having jurisdiction over an Owner's Lot. Approval of the system as installed shall be obtained from that authority.

Sight Distance at Intersections

4.14. No fence, wall, hedge, or shrub planting shall be installed that obstructs sight lines at roadway intersections.

Water and Water Courses

4.15. No building shall be placed, nor shall any material or refuse be placed or stored, on any Lot which interferes with any natural water course. Ponds and stock tanks may be constructed outside of water courses with the written approval of the Developer and in keeping with any applicable laws, rules or regulations of this State.

Animals

4.16. Livestock may be kept on an individual Lot, but is limited to two (2) large animals per acre contained within such Lot. Should the governmental entity having jurisdiction over a decision as to a Lot maintaining its open space agricultural exemption, then the Owner may increase the number of Livestock per acre to reach the minimum amount required to maintain such exemption. Swine, poultry farming and feedlots are not permitted. A reasonable number of dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. Owners may keep, for personal use, any agricultural animals participating in 4-H or FFA related projects.

Fences, Walls, Hedges, and Utility Meters

4.17. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences.

Trucks, Buses, and Trailers

4.18. No truck or bus (except a passenger van for personal use) or trailer shall be left parked in the street in front of any Lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No truck or bus (except a passenger van for personal use) or boat or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

Prohibited Activities

4.19. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

4.20. No ATV tracks, motorcycle tracks, minibike tracks, bicycle tracks, or tracks of any kind are permitted on any Lot.

4.21. No wrecking yards or storage of inoperable equipment shall be permitted on any Lot. However, Owners shall be allowed to have inoperable vehicles stored inside an enclosed structure.

4.22. No Lot Owner shall grant any easement for access to any other property owner without the express written consent of the Developer, its successors and assigns.

ARTICLE 5, Roadway Maintenance:

JRC Road

5.01. By way of that certain Easement for Access dated December 12, 2019 and recorded at Volume 2300, Page 725 of the Deed Records of Cooke County, Texas, a non-exclusive access easement was created to benefit properties other than the Property (the "JRC Road Easement" herein). A portion of the JRC Road Easement shall also be the main access road for several of the Lots within the Property and is depicted in the Survey (the "Access Road" herein).

The cost and expense of the maintenance and upkeep of the Access Road shall be the responsibility of those Lot Owners who's Lots adjoin it.

The cost and expense of such maintenance shall be borne on a proportionate basis based upon the linear footage of frontage of any such Lot adjacent to the Access Road.

The Access Road shall be maintained in a high quality of repair allowing for passenger cars to have access to the various Lots without being impeded.

Notwithstanding anything herein to the contrary, should the Developer determine all or a portion of the road to be in disrepair, or in need of repair or maintenance, Developer shall have the right to have said portion(s) repaired, the costs and expenses of same to be borne by the Lot Owners as set forth herein.

ARTICLE 6, General Provisions:

Enforcement

6.01. The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. 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. All waivers must be in writing and signed by the party to be bound.

Severability

6.02. Invalidity 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.

Covenants Running With the Land

6.03. 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 real property and shall be binding on all parties having any right, title, or interest in the 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.

Duration and Amendment

6.04. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this 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 50 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 50 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Deed Records of Cooke County, Texas, and all requisite governmental approvals, if any, have been obtained.

Attorneys' Fees

6.05. 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, attorneys' fees, and costs.

Liberal Interpretation

6.06. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this _____ day of _____, 2020, at _____, Texas.

Grantor's Signature:

**CSLR Ranch Partners, LLC,
a Texas limited liability company**

By: *[Signature]*

Printed Name: Alex Childs

Capacity: _____

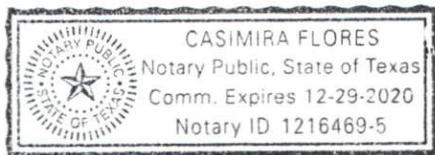
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on September 18th, 2020
by Alex Childs of CSLR Ranch Partners, LLC, a Texas
limited liability company, on behalf of the company in the capacity therein stated.

Casimira Flores
Notary Public State of Texas



(Two pages of Exhibits follow)

After Recording Return To:

CSLR Ranch Partners, LLC
P.O. Box 164812
Fort Worth, TX 76161

Exhibit A

LEGAL DESCRIPTION

Of a 344.374 acres tract of land out of the Amos C.C. Bailey Survey, Abstract No. 44, Cooke County, Texas; being part of a certain 907.64 acres tract described in Volume 2300, Page 747 of the Official Public Records of Cooke County, Texas; and being known as Oak Creek Ranch Estates, an unrecorded subdivision in Cooke County, Texas; and being further described by metes and bounds as follows:

Beginning at a "MAG" nail in County Road 208 (paved) at the most westerly southwest corner of said 907.64 acres tract for the most westerly southwest and beginning corner of this tract. Whence the southeast corner of said Amos C.C. Bailey Survey is called to bear S. 63 deg. 52 min. 38 sec. E. 6394.94 feet.

Thence along said County Road 208 and the west line of said 907.64 acres tract the following courses and distances:

- N. 01 deg. 12 min. 01 sec. W. 2389.83 feet to a "MAG" nail
- N. 00 deg. 35 min. 52 sec. W. 581.52 feet to a "MAG" nail
- N. 00 deg. 55 min. 22 sec. W. 565.98 feet to a "MAG" nail
- N. 00 deg. 55 min. 08 sec. W. 1383.29 feet to a 1/2" iron rod for the northwest corner of this and said 907.64 acres tract

Thence along the most northerly line of said 907.64 acres tract the following courses and distances:

- S. 89 deg. 09 min. 26 sec. E. 527.48 feet to a 5/8" iron rod with cap (Walters Surveying).
- Easterly along the arc of a 01 deg. 00 min. 32 sec. curve to the right with a radius of 5679.58 feet, a central angle of 05 deg. 59 min. 57 sec., a chord of S. 86 deg. 09 min. 27 sec. E. 594.40 feet and an arc length of 594.67 feet to 5/8" iron rod with cap (Walters Surveying)
- S. 01 deg. 09 min. 54 sec. E. 171.00 feet to an angle post
- S. 87 deg. 19 min. 14 sec. E. 50.73 feet to an angle post
- N. 01 deg. 14 min. 13 sec. W. 167.25 feet to a 1/2" iron rod with cap (PRICE SURVEYING)
- Easterly along the arc of a 01 deg. 00 min. 32 sec. curve to the right with a radius of 5679.58 feet, a central angle of 19 deg. 41 min. 02 sec., a chord of S. 72 deg. 45 min. 21 sec. E. 1941.62 feet and an arc length of 1951.20 feet to 1/2" iron rod with cap (PRICE SURVEYING)
- S. 63 deg. 16 min. 53 sec. E. 293.27 feet to a 1/2" iron rod in County Road 206 (gravel) at the most northerly northeast corner of said 907.64 acres tract for the northeast corner of this tract

Thence S. 00 deg. 48 min. 15 sec. E. 2340.60 feet to a 10" wood post for a corner of this and said 907.64 acres tract.

Thence S. 89 deg. 56 min. 19 sec. E. 241.44 feet to a 5/8" iron rod with cap for a corner of this and said 907.64 acres tract.

Thence S. 01 deg. 34 min. 10 sec. E. 1156.35 feet to a 1/2" iron rod with cap (PRICE SURVEYING) for the southeast corner of this tract.

Thence S. 88 deg. 26 min. 16 sec. W. 253.67 feet to a 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract.

Thence S. 83 deg. 54 min. 52 sec. W. 142.01 feet to a 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract.

Thence S. 75 deg. 23 min. 39 sec. W. 253.14 feet to a 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract.

Thence N. 88 deg. 55 min. 24 sec. W. 71.36 feet to a 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract.

Thence N. 76 deg. 39 min. 01 sec. W. 131.11 feet to a 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract.

Thence N. 82 deg. 57 min. 10 sec. W. 102.52 feet to a 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract.

Thence N. 46 deg. 56 min. 15 sec. W. 92.38 feet to a point in the centerline of JRC Road for a corner of this tract.

Thence along the centerline of said JRC Road the following courses and distances:

- S. 26 deg. 40 min. 53 sec. W. 88.81 feet
- S. 42 deg. 56 min. 56 sec. W. 141.72 feet
- S. 33 deg. 42 min. 10 sec. W. 114.71 feet
- S. 44 deg. 27 min. 27 sec. W. 349.99 feet
- S. 52 deg. 41 min. 04 sec. W. 128.41 feet
- S. 67 deg. 41 min. 35 sec. W. 46.44 feet
- S. 82 deg. 18 min. 04 sec. W. 252.96 feet
- S. 74 deg. 05 min. 08 sec. W. 189.89 feet
- N. 89 deg. 52 min. 05 sec. W. 54.24 feet
- N. 82 deg. 55 min. 45 sec. W. 166.79 feet
- N. 87 deg. 48 min. 39 sec. W. 288.96 feet
- S. 86 deg. 47 min. 32 sec. W. 127.01 feet
- S. 75 deg. 47 min. 22 sec. W. 215.87 feet
- N. 86 deg. 22 min. 57 sec. W. 52.86 feet to a "MAG" nail in the west line of said 907.64 acres tract and in said County Road 208 for the most southerly southwest corner of this tract

Thence N. 03 deg. 04 min. 53 sec. E. 34.52 feet 5/8" iron rod with cap (COX) for an ell corner of this and said 907.64 acres tract.

Thence N. 88 deg. 20 min. 19 sec. W. 579.16 feet to the place of beginning.

(Bearing Basis: Texas State Plane Coordinate System, NAD83, North Central Texas Zone)

PRICE SURVEYING, LP, FIRM #10034200
213 S OAK AVE, MINERAL WELLS, TX 76067
940-325-4841 JN20036 FN200936

344,374 ACRES OUT OF THE AMOS, CO.
BAILEY SURVEY, ABSTRACT NO. 44,
COOKE COUNTY, TEXAS

