



DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
CROOKED CREEK RANCH

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION ("Declaration") is made on this 26<sup>th</sup> day of September, 2015, by Pemberton Wallace properties Inc., a Texas corporation ("Developer") by and through its Members, Bob Pemberton and Russell Wallace, whose mailing address is PO Box 229 Dennis TX 76439.

WHEREAS, Developer is the owner of all that certain real Property in Parker County, Texas and being described a CROOKED CREEK RANCH, a subdivision in Parker County, Texas, according to the Map or Plat thereof, recorded in/under Clerk's File Number 2015 20432, Official Public Records of Parker County, Texas (Property).

WHEREAS, the Developer 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 provides a common scheme of development designed to protect and safeguard the Property over a period of time; and

WHEREAS, this general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Developer, and each successive owner of an interest in the Property; and

WHEREAS, in accordance with both doctrines of restrictive covenant and implied equitable servitude, the Developer desires to restrict the Property according to these covenants, conditions and restrictions in furtherance of this general development plat; and

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

ARTICLE I

DEFINITIONS

1.01 "Developer" shall mean Pemberton Wallace Properties Inc., a Texas corporation or any lender or purchaser under a power of sale which secured any interest of developer, its successors in interest to the property or assigns.

1.02 "Owners" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties.

1.03 "Properties" shall mean and refer to the Property described on Exhibit "A" attached hereto.

1.04 "Streets" includes all streets as shown on the Plat.

1.05 "Subdivision" shall mean all of the properties owned by the "Developer", which will be subdivided.

1.06 "Lots" shall mean and refer to any one of the lots of the subdivision, as shown in the plat records of Parker County, Texas.

## ARTICLE II

### USE OF LAND

2.01 No improvements of any type shall be erected, nor the erection thereof begun, nor changes made in the exterior design thereof after original construction, on the property until plans and specifications have been submitted to and approved in writing by Developer. Such approval shall include the exterior design and materials to be used and the location on the property.

2.02 All buildings on the land or any portion thereof shall be confined to use for residential purposes only, and no building shall be moved on to any portion of the land.

2.03 No building shall be located on any lot nearer to any street than the minimum building setback lines of fifty feet (50) from the street right-of-way or twenty-five feet (25) from the back.

2.04 Developer hereby reserves to itself and its assigns, a perpetual easement upon a strip of land twenty (20) feet wide along and parallel to each public street or roadway located within the Properties, twenty (20) feet along the perimeter boundary of each where such boundary does not adjoin another lot in the subdivision and ten (10) feet wide along all boundaries of the Property, whether same shall be in front, rear or sides of the Lots, where such boundaries adjoin another lot, for the building of any necessary utilities including, but not limited to electric, water, gas or telephone lines. The reservation carries with it sole right on the part of the Developer or its assigns, to grant such easement to such utility companies as is required within the reserved area, and no buildings, fencing, or other obstruction shall be placed in any easement. No utility company, water district, political subdivision, or authorized entity using these easements shall be liable for any damage done by them or their assigns, agents and employees, to shrubbery, trees, and flowers or to other property of the Owner situated in the easement.

2.05 In the event a purchaser acquires more than one tract and wishes to utilize the two or more tracts as one unit, then in such event, any setback lines or reserved easements shall be adjusted to relate only to the outer boundaries of the subject Property, unless there is already an easement granted to a utility company.

2.06 The building setback lines may be relaxed by decisions of the developer, if, in its sole opinion, the above prescribed distances are not feasible.

2.07 No mobile homes, or manufactured homes are allowed on any tract temporarily or permanently.

2.08 No trailer, tent, shack, garage mobile or modular home, recreational vehicle or any other vehicle or structure of a temporary character shall at any time be erected or used on the property as a residence, either temporarily or permanently

## ARTICLE III

## ARCHITECTURAL CONTROL

3.01 No structure shall be erected on this property other than one single-family dwelling not to exceed two (2) stories in height, and subordinate outbuildings, garages, and barns, and must be approved in writing by Developer. Developer to retain one (one) complete set of plans. Developer retains the right to appoint a committee of one or more property owners for plan approval instead of Developer.

3.02 There shall be no subordinate dwellings for rental purposes.

3.03 Any residence placed upon any tract must:

A. Contain a minimum of 2400 sq. ft. of living space exclusive of porches and garages.

B. Be of new construction, with a minimum of eighty-five percent (85%) rock or brick veneer exterior.

C. For composition roof a weight of at least 250 pounds per hundred square foot of roof area. Metal or tile roofs are acceptable.

D. Have roofs with at least an 8/12 pitch.

E. Have a two-car minimum garage with a side or rear entry.

F. Be connected to water and septic system prior to occupancy.

3.04 Developer retains the express right to grant variances, as may be needed in the sole opinion of the Developer with respect to individual tracks purchased within the subdivision.

Example: A residence not in conformity with the rock or brick requirement of this section such as Victorian homes, or other styles, only if construction is determined by developer to not be detrimental to the subdivision.

3.05 In addition to the primary residential dwelling the purchaser may build a garage, outbuilding or barn on said land. All outbuildings and barns of any type will be constructed so as to promote and otherwise compliment the dwelling that it shares with the lot(s).. All outbuildings and barns shall be permanently attached to the lot. Said garage, outbuilding or barns must be constructed of new materials. Further, the location of any garage, outbuilding or barn shall be located in such a manner as to be behind the primary residential structure. Under no circumstances shall a garage, outbuilding or barn be located in front of the primary residence. The general area immediately surrounding any garage, outbuilding or barn must be kept free of debris or other unsightly accumulation of materials of any type.

3.06 Variances from this restriction may be granted only upon express written permission by the Developer.

3.07 Upon commencement of construction, the owner of said tract must complete a primary residential dwelling, outbuilding, or barn within twelve (12) months complying with the restrictions set forth herein.

3.08 Septic systems must be installed in accordance with Parker County Health Department and TNRCC rules and regulations and under their direct supervision and inspection.

3.09 Co-op water is provided within this subdivision. It shall be permissible to drill water wells and have water storage tanks upon any Lot so long as any tanks are not visible from any road. All water storage shall be in underground tanks or housed within a building.

3.10 Drainage must remain natural or made to resemble such. During and after construction drainage may not be forced on any other Lot.

3.11 No driveways shall be constructed without provisions for drainage of surface water along the designated right of way or easement. No building shall be constructed on any Lot until provisions had been made for drainage of surface water to off-site areas which minimize draining across adjacent portions of the properties or lots; drainage shall be into the bar ditches or onto natural drainage areas wherever possible.

3.12 Driveways shall be constructed of concrete, hot mix asphalt materials or gravel. No dirt driveways shall be permitted.

3.13 All driveway entrances and culverts must be approved by Parker County.

3.14 All public road frontage fences shall be constructed of pipe and cable. All other fences must be behind the front building set back line.

3.15 All mailboxes must be of masonry finish in either brick or rock or a combination thereof.

3.16 There shall be no above ground pools permitted upon any Lot, save and except what is commonly referred to as a "kiddie pool" that is no more than 12 inches deep.

#### ARTICLE IV

#### ANIMALS AND LIVESTOCK

4.01 No commercial breeding or kenneling of any animals allowed, including wild animals.

4.02 All pets and livestock must be contained or supervised at all times. Dogs must be restricted to property owned by the purchaser.

4.03 No swine or goats shall ever be kept upon the property, nor shall any part of the property be used for a commercial feedlot for livestock, fowl, dog, or cat kennel. No swine, game chickens, or fowl for purposes of any kind, shall be raised, bred, or kept on any portion of said land. No animal feedlot may be maintained.

4.04 Emus, ostriches, llamas and alpacas are not allowed.

4.05 Domestic animals are allowed if properly housed and fenced and not allowed to run free within this subdivision. One head of livestock per acre shall be allowed.

4.06 So long as Developer owns property within the subdivision exceptions to animal restrictions may be granted by the developer for 4-H or FFA projects and must be in writing by Developer. Developer may

designate the committee appointed in 3.01 above to grant such exceptions after Developer no longer owns property in the subdivision.

## ARTICLE V

### LOT MAINTAINANCE

5.01 The owners or occupants of the Lots shall at all times keep weeds and grass thereon cut in a sanitary, healthful and attractive manner.

5.02 No rubbish, trash, garbage, or other waste materials shall be kept on any Lot, except in sanitary containers located in appropriate areas concealed from public view.

5.03 No building material of any kind or character shall be placed or stored upon any Lot, unless stored within a building, or placed behind a wood privacy fence concealed from public view.

5.04 No inoperable or parked vehicles for purposes of dismantling will be allowed on any Lot, unless stored within a building.

5.05 The owner of the Lot shall be responsible for repairing and maintaining all fences on the property.

## ARTICLE VI

### GENERAL PROVISIONS

6.01 The Lots shall be used exclusively for residential purposes and no service or merchandise shall be offered for sale or hire thereon.

6.02 No sign of any kind shall be displayed to the public view on any Lot except for one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder or real estate professional to advertise the property during construction and sales period.

6.03 No trade or business of any type shall be carried on upon any Lot, except professional services (non-manufacturing) business of a limited nature are permitted, such as legal, insurance, accounting, real estate, engineering and limited hobby-type businesses. Space required for business purposes must be contained within the residence.

6.04 No noxious or offensive trade or activity shall be carried upon on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6.05 All Lots are restricted against industry, pipeline yards, junkyards (including automobile junk parts places), or any business that gives off odor, fumes, dust, noise, or vibrations.

6.06 Gun clubs and shooting ranges - public and/or private, are prohibited within this Subdivision. Hunting or use of firearms are prohibited on Lots.

6.07 No drilling, development, refining, quarrying, mining or prospecting for minerals of any kind shall be permitted on any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted to remain thereon.

6.08 The Developer shall have the authority to subdivide any Lot until such time as the Developer no longer owns any Lot in the Subdivision, and thereafter, no Lot shall be subdivided without the specific

approval of at least 80% of all the Lot owners and the Parker County Commissioners Court or other governing body who regulates subdivisions. Additionally, the Developer herein shall have the express right to re-plat all or any portion of the lands contained within the general area, to cause such tracts to be larger or smaller as the Developer shall, in its sole judgment, deems appropriate. Developer herein shall have the right to grant building line variances and to amend all or any portion of the restrictions without notice and/or consent to or by any third party or purchaser thereof.

#### ARTICLE VII

##### DURATION OF RESTRICTIONS

7.01 These restrictions and covenants are hereby declared to be covenants running within the land and shall be fully binding upon all persons acquiring property in the above described area, whether by descent, devise, purchase, or otherwise, and any person by the acceptance of title to said property, or any portion thereof, shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants shall run with the land and shall be binding for a period of 25 years from the date hereof. At the end of such 25 year period, said restrictions and covenants shall automatically be extended for a successive period of 10 years, unless by vote of three-fourths majority of the then owners of developed lands (the owners of each tract of land in said area to have one vote) taken prior to the expiration of said 25 years., And filed or recorded in Parker County, Texas.

#### ARTICLE VIII

##### SERVEABILITY

8.01 Invalidation of any one of these restrictions by judgment of court order shall in not any way affect any other provision, and all other provisions shall remain in full force and effect.

8.02 These restrictions are enforceable in the District Court of Parker County, Texas, not in the Commissioners Court of Parker County, Texas.

8.03 It shall be lawful for any person or persons owning adjacent property or the Developer , its successors or assigns, to prosecute any proceedings in law or in equity against the person, persons, firm or corporation violating any of the restrictions set forth herein, either for the purposes of enforcing such restrictions, preventing one or more violations or to recover damages or other dues for such violations.

#### ARTICLE IX

##### ENFORCEMENT

9.01 All of the restrictions, covenants, conditions and easements herein provided for and adopted apply to each and every Lot in the Subdivision and shall be covenants running with the land. The Developer, its successors and assigns shall have the right to enforce observance and performance of same, shall have the right in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive, affirmative or mandatory. The owner of any Lot or Lots in the Subdivision affected shall likewise have the right either to prevent a breach of any such restriction or covenant or to enforce the performance thereof.

9.02 The above restrictions are not enforced by the Commissioners Court of Parker County, Texas.

ARTICLE X

DEVELOPERS DISCRETION

10.01 So long as Developer owns at least one Lot in the subdivision, Developer shall have the right to waive one or more of the restrictions set out herein for any particular Lot when, in Developer's sole discretion, Developer determines that a particular hardship exists or that such waiver would otherwise be in the best interest of the orderly development of the Property. This provision does not impose a duty on Developer to grant a waiver under any circumstance.

EXECUTED THIS 18<sup>th</sup> day of SEPTEMBER, 2015

PEMBERTON WALLACE PROPERTIES INC.

Bob Pemberton

Bob Pemberton, President

Russell Wallace

Russell Wallace, Vice President

ACKNOWLEDGMENT

Stat of Texas

County of Parker

This instrument was acknowledged before me this 18<sup>th</sup> day of September, 2015, by Bob Pemberton, President of Pemberton Wallace properties Inc., a Texas corporation, on behalf of said corporation.



Leah Browder

Notary Public, State of Texas

ACKNOWLEDGMENT

Stat of Texas

County of Parker

This instrument was acknowledged before me this 18<sup>th</sup> day of September, 2015, by Russell Wallace, Vice President of Pemberton Wallace properties Inc., a Texas corporation, on behalf of said corporation.



Leah Browder

Notary Public, State of Texas



DEVELOPER'S DISCRETION

10.01 So long as Developer owns at least one lot in the subdivision, Developer shall have the right to waive one or more of the restrictions set out herein for any particular lot when, in Developer's sole discretion, Developer determines that a particular hardship exists or that such waiver would otherwise be in the best interest of the orderly development of the property. This provision does not impose a duty on Developer

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Jeane Brunson*

201520433  
09/28/2015 10:54 AM  
Fee: 54.00  
Jeane Brunson, County Clerk  
Parker County, Texas  
RESTRICT

EXECUTED THIS

MEMBERTON WALLACE

Bob Pemberton

*Bob Pemberton*

Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas

County of Parker

This instrument was acknowledged before me this 14th day of September, 2015, by Bob Pemberton, President of Pemberton Wallace Properties Inc., a Texas corporation, on behalf of said corporation.

*Leah Browder*

Notary Public, State of Texas



ACKNOWLEDGMENT

State of Texas

County of Parker

This instrument was acknowledged before me this 14th day of September, 2015, by Russell Wallace, Vice President of Pemberton Wallace Properties Inc., a Texas corporation, on behalf of said corporation.

*Leah Browder*

Notary Public, State of Texas

