

**DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS**

**THE STATE OF TEXAS   §  
  §   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF COOKE       §**

**THAT WHEREAS, LAKE RAY ROBERTS ESTATES, LLC.** , a Texas limited partnership, hereinafter called the “Declarant” is the owner of the real property in Cooke County, Texas which is described in Exhibit “A” attached hereto and made a part hereof for all purposes (the “Property”); and

**WHEREAS,** the Declarant will hold and convey the Property, including any lots platted therein, subject to certain protective covenants, conditions and restrictions, as hereinafter act forth;

**NOW, THEREFORE,** it is hereby declared that the Property is held and shall be sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, and interest in the Property or any part thereof, and their respective heirs, successors and assigns.

1. There is hereby established a Building and Architectural Control Committee (the “Committee”) consisting of not less than one (1) nor more than three (3) members as determined and appointed, and who may be removed, by the Declarant. In the event of death, resignation, or removal of any member of the Committee, the Declarant shall have the authority to designate a successor. On the date Declarant conveys title to the last lot or parcel of the Property owned by Declarant to a third party, the right of Declarant contained in this Section to appoint and remove the Committee members shall automatically cease, and thereafter the size of the Committee and the appointment and the removal of the members of the Committee shall be determined by the vote of owners who own a majority of the lots within the Property. Furthermore, at any time prior to the automatic cessation of Declarant’s rights as set forth in the preceding sentence, Declarant shall have the right to file a document in the real property records of Cooke County, Texas, in which Declarant relinquishes all such rights pertaining to the Committee. Effective on the filing of such document, Declarant shall not have any greater rights or obligations than any other owner of a lot within the Property with respect to voting on the size of the Committee and on the appointment and/or removal of members of the Committee.
2. The Committee shall have the sole responsibility to approve and regulate the design and construction of all Improvements within the Property. Prior to the

construction, remodeling or alteration of any improvement, (2) complete sets of plans and specifications, showing location of all improvements, floor plan, exterior elevation, materials, and structural designs covering such proposed work shall be submitted to the Committee for approval, and no construction shall commence until the plans, location and materials have been approved by the Committee. The decision of the Committee shall be final, conclusive and binding upon all Owners and their tenants.

3. No lot shall be divided or re-platted to make an additional lot except with the written consent of the Committee.
4. All lots in the Property shall be known and described as single family residential lots. The type of residences erected shall have the following minimum square feet of living area inclusive of all porch and garage areas: One story, 2,300 square feet. One and one half story, 2,500 square feet. Two story, 2,800 square feet. The ground floor of any 1 ½ story or 2 story residence shall contain a minimum of 1800 square feet. The exterior walls of the main structure erected on a lot shall be a minimum of 75% of the total outside wall area of brick, stone, stucco except where the Committee shall approve other materials. The exterior walls of carports and garages reasonably suitable to the single family residence on the lots shall be of the same materials in the same percentage as the main structure. The other 25% may be of wood or vinyl materials approved by the Committee. All garages shall open to the side or rear with none opening to the front of the house.
5. All construction shall comply with all applicable zoning ordinances, building codes, fire codes and any other laws, ordinances or regulations of any applicable governmental body or agency including but not limited to city, county, state and federal governments or agencies
6. Construction of any residence shall be completed within fifteen months from the date of start (foundation poured) subject to force majeure.
7. The roof of any structure shall be tile, composition, cedar shakes, shingles or metal roof and approved by the Committee. Roof lines on one- story residences must not be less than 6/12 or more than 12/12 pitch unless otherwise approved by the Committee.
8. Driveways must have a 20 foot paved approach constructed of concrete, asphalt or chip and seal surface. The driveway culverts shall be Reinforced Concrete Pipe with 6:1 Concrete Sloping End Treatment and of the size specified by the Property engineer designated by Declarant.
9. The location and design of any proposed swimming pool, including fencing, and pumps must be approved by the Committee. No above ground pools shall be permitted.
10. All fencing fronting all roads and running along the side property lines back to the front of the house will be of pipe and cable, pipe top rail, no maintenance vinyl, solid rock or masonry fence construction or such a material approved by

the Committee. The remaining fencing along the rest of the property line and the height of all fencing must be approved by or as specified by the Committee.

11. The Property is made subject to the conditions, covenants and restrictions contained herein, all of which shall be deemed to run with the Property and each and every lot or parcel thereof, to insure proper use and appropriate development and improvement of the Property and achieve harmonious appearance and function.
12. Enforcement of these covenants, reservations and restrictions shall be by the Declarant, by the Committee, or by any owner of a part of the Property by proceedings at law or in equity against any party, person or persons violating or attempting to violate any covenant, reservation or restriction, either to restrain violation or to recover damages.
13. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot.
14. There shall be no commercial building improvements or manufacturing activity conducted on any portion of the Property.
15. No building material of any kind or shall be placed or stored upon a lot until the Owner is ready to commence construction of improvements on such lot except as otherwise approved in writing by the Committee. At the completion of such improvement, such material must be promptly removed from the Property.
16. All electricity shall be installed underground from street to home and improvements and in accordance to plat easements and the regulations and tariffs of COSERV and approved by the Committee.
17. No noxious, loud or offensive activity, including but not limited to the racing of loud motorcycles, shall be carried out on the Property or any part thereof, nor shall anything be done thereon which would be illegal, an annoyance, or nuisance to the owners or residents of the Property.
18. No hazardous waste disposal, storage or activity shall be carried out or conducted on the Property. No oil, gas, well drilling or development operations may be conducted on the Property.
19. No lot shall be used or maintained as a dumping or collection ground for rubbish, trash, garbage, manure or waste; and such rubbish, garbage or other waste shall not be kept except in covered sanitary containers. All incinerators, containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition not in view from street.
20. All trees, shrubs, plants, grass, and ground covers shall be timely and properly trimmed and/or mowed according to their plant culture. If a lot is not properly maintained as described above within 12 days from the receipt of notice from the Committee, then the Committee shall have the right to properly maintain the lot in order to bring the lot into conformance with this covenant. If the

Committee has to take action under the terms of this covenant, then it shall be reimbursed by the lot owner for costs incurred plus a 15% administrative charge.

21. Trucks with tonnage in excess of one ton, except trucks used exclusively for towing horse trailers, shall not be permitted to park overnight on streets, driveways or otherwise within the Property. No motor home may be stored, maintained or kept on any lot unless it shall be parked in rear of the lot out of public view. No mobile home shall be permitted at any time.
22. No commercial truck tractor or its trailer may be parked on the street, in the driveway or any place within the Property at any time. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time. A motor boat, houseboat, or other similar water borne vehicle may be maintained, stored or kept on any lot covered by these covenants only if housed completely within a structure or behind a fence wall out of view from the public.
23. No structure of any kind, residential or otherwise, shall be constructed less than one hundred fifty (150) feet from the edge of the street, unless approved by the Committee. No structure of any kind shall be erected nearer than (50) feet from the rear and side property lines.
24. No sign of any kind shall be displayed to the public view on any lot except one which is not more than five (5) square feet advertising the lot for sale or rent or for name and address purposes. Entryway signage requires approval by the Committee.
25. No fowl or swine of any kind shall be raised, bred or kept on any lot. Dogs, cats or other household pets may be kept in reasonable numbers provided they are not allowed to travel outside the boundaries of the lot and provided they are not kept, bred, or maintained for any commercial purposes. All horses and cows being raised or kept by property owners are limited to one animal (1) per acre. During the nursing period, mare/foal and/or cow/calf count as one animal. Once weaned, the mare/foal and/or cow/calf count as two animals.
26. No exterior radio, antenna, or television tower, or high intensity lighting shall be constructed on any lot unless approved by the Committee. Satellite dishes shall be located on the back side of the house out of site from the frontage road.
27. No automotive repair activities shall be permitted outside of an enclosed garage.
28. All above ground butane or propane tanks, trash containers and HVAC equipment must be placed behind the house and screened on three sides by a wooden, brick or stone material fence and shall be in accordance to Cooke County regulations.
29. The configuration design and material of each mail box structure shall be in conformance with the U.S. Post Office regulations and have the approval of the Committee.

30. Invalidation of any of the covenants by judgment or court order shall in no wise affect any of the other covenants, all of which not so affected shall remain in full force and effect
31. The covenants, restrictions and reservations of this Declaration (the "Covenants and Restrictions") shall run with the land and be binding on the Property, and shall insure to the benefit of, and be enforceable by, the Declarant, the Committee, and/or by the owner of any part of the Property, their respective legal representatives, heirs, successors, and assigns for an initial term of twenty-five (25) years from the date this Declaration is recorded, after which the Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by 70% of the then owners of the lots within the Property has been recorded, agreeing to abolish the Covenants and Restrictions or to change the Covenants and Restrictions in whole or in part.
32. Neither the Declarant, nor any member of the Committee, nor their successors or assigns shall not be liable for damages to anyone submitting plans for approval, or to any owner or lessee of land affected by this Declaration by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the consenting or failing to consent, approving or failing to approve, any matter, with respect to which the Declarant or the Committee may have authority under the terms of this Declaration.
33. If action or suit is brought against any lot owner in order to enforce compliance with these protective covenants, the prevailing party in such action shall be entitled to recover all costs in connection therewith, including but not limited to reasonable attorneys fees.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Lake Ray Roberts Estates, LLC.  
a Texas limited partnership

By : \_\_\_\_\_  
a Texas corporation  
General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

President

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_, the President of \_\_\_\_\_, a Texas corporation, on behalf of said corporation in its capacity as the General Partner of Lake Ray Roberts Estates, LLC., a Texas limited partnership, on behalf of said partnership.

\_\_\_\_\_

Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

Typed/Printed Name of Notary