

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
SYCAMORE BRANCH ESTATES
LARGE TRACT RESTRICTIONS**

THE STATE OF TEXAS §

COUNTY OF WISE §

This Declaration is made this the ____ day of July, 2018, by Jake Hayes. (herein referred to as “Declarant”)

WITNESSETH:

WHEREAS, Declarant is the owner of the real property referred to and described in Article II hereof;

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

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

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

**ARTICLE I
RESTRICTIONS**

- A. Garages. Detached garages are permissible but must be of like materials as the main structure and must not extend forward on the tract any further than the rear of the main structure. Only side or rear entry garages will be permitted when attached to residence.
- B. Minimum Floor Space Approval. Any residence constructed on said land shall contain a minimum of 2000 square feet of “living area” exclusive of porches and

garages and shall be constructed with permanent type new materials. All building exteriors must be fully completed for planned use on or before nine (9) months after the date of the beginning of the foundation.

- C. Exterior Surfaces. The total exterior surface of all residential dwellings shall be constructed of brick, stone, wood or material of equal characteristics. The exterior surface shall be a minimum of 70 percent masonry. Hardy Siding will be allowed and constitute "masonry product". All exterior surfaces, especially any painted or stained wood surfaces, (including without limitation, garage doors) must be maintained in good conditions. Garage doors and window facings may be of metal or metal "clad" construction.
- D. Elevation. Buildings to be built on lots which are lower than the road or roads on which it fronts and/or abuts shall be built at a finished floor elevation of at least 1 foot above the proposed grade of the yard adjacent to the building on the uphill side of the property in order to prevent storm drainage water from damaging houses on properties that are lower than the road.
- E. Driveways. Any driveway culverts, if necessary, are to be installed by the property owner and in accordance with the policies of Wise County and shall be of sufficient size to pass the 10-year storm. In no case shall a driveway culvert be less than 18-inches in diameter on a proposed road. The driveway above a culvert should be constructed such that the driveway is at least six (6") inches below the outside edge of the main roadway. This will reduce the risk of water, which exceeds the capacity of the culvert, flowing over the culvert and entering the roadway. Prior to the beginning construction of a driveway entrance or culvert in a County right-of-way, a written permit signed by the County Commissioner or his Foreman of the precinct containing the land upon which the culvert is to be built shall be applied for and obtained.
- F. Outbuildings. All outbuildings shall be constructed with new material and kept in a good and workmanlike manner. Outbuildings can be constructed with colored sheet metal providing that the color is comparable with the main residence. All outbuildings, regardless of material used, must be trimmed out and painted. Such outbuildings shall not extend forward on the tract beyond the rear of the residence. Residence must always be between the road and outbuildings. Porches and or decks are to be of compatible construction and enhance home appearance.
- G. Fencing. (i) Any fence which defines a boundary shall be of barb wire or smooth wire construction only if composed of at least five (5) strands and constructed with new metal posts and wire. (ii) Yard fences may be constructed of masonry, metal pipe, metal pipe and cable, brick, wood (no stockade), rock, PVC, or black chain link. (iii) All fences will be maintained in a serviceable and attractive condition.
- H. Property Maintenance. All property frontage along CR 2535 must be kept mowed and maintained to a distance of 30' into said property; thus maintaining sightline safety of entering and exiting, as well as enhancement of the property. Property maintenance must be adhered to regardless of residence status on said property.
- I. Septic Systems/Pools. If sewage disposal is by means on-site sewage facilities, a permit must be obtained for each lot. On-site sewage facilities must be designed in accordance with the rules established by Wise County and the TCEQ. Design shall be based on the results of a site evaluation performed on each lot. (I) Only one single-family residence or duplex shall be located on a lot when an on-site sewage facility is used and only one residence shall be connected to said facility. A sanitary septic system shall be required and installed for any dwelling erected on this land. Such

septic tank shall be a type and construction and so located upon the individual tract as to be approved in writing by the State Board of Health. No other sanitary provisions or devices for sewage disposal shall be installed or permitted to remain on this land. The effluent from septic tanks shall not be discharged into a stream, storm sewer, open ditch or drain unless it has first passed through an absorption field approved by the Health Authority of State of the State of Texas. All dwellings must be connected to a water system and sewer or septic system prior to occupancy. It is the responsibility of the purchaser, not Land seller, to install a private sewage system (septic tank). A private sewage facility permit must be obtained from the Wise County Public Works Department for each lot within the subdivision. All private sewage facilities must be designed by a Registered Professional Civil Engineer or registered professional sanitarian based upon a percolation test performed on the subject lot. Installation of septic tank and soil-absorption sewerage disposal system shall be in accordance with the regulation of the Wise County and State of Texas Health Officers, and subject to inspection by the Wise County Sanitation division. Location of underground swimming pools should be in accordance with the regulations of the Wise County Health Officers, but must be located behind the rear of the residence. (iv) In accordance with the requirements of the Wise County Subdivision Ordinance, the following advisories and restrictions are expressly further hereby included herein: 1) Septic tank performance cannot be guaranteed, even though all provisions of the Wise County rules for private sewage facilities are complied with. 2) Inspection and/or acceptance of a private sewage facility by Wise County shall indicate only that the facility meets the minimum requirements and does not relieve the property owner of the responsibility to comply with County, State and Federal regulations. 3) On-site sewage facilities, although approved of meeting minimum standards, must be upgraded by the property owner at the property owner's expense if the facility, at any time, does not comply with governmental regulations. 4) A properly designed and constructed on-site sewage facility, situated in suitable soil, may malfunction if the facility is not properly maintained and controlled. Therefore, it shall be the property owner's responsibility to maintain and operate the on-site sewage facility in a satisfactory manner. i) No Construction in Flood Plain. No building shall be built in a 100-year flood plain unless the minimum recommended finished floor elevation is complied with. In no case shall the minimum finished floor elevation be less than 2-foot above the 100- year flood plain elevation.

- J. No Obstruction in Floodway. Any filling or obstruction of the floodway or drainage easements is prohibited.
- K. Water. It is the responsibility of the purchaser to furnish water to his property. The water pressure tank shall be included within the garage or outbuilding.
- L. Setbacks. All permanent dwellings must be no closer than 100 feet from the road. No permanent improvement, with the exception of driveways, will be constructed within 15 feet of any property line.
- M. Damage to Residence. In the event that a residence is partially or totally damaged by fire or other causes, the owner of such residence must either rebuild or replace the residence and completely clear the lot. In the event the owner desires to rebuild, the construction or restoration of the damaged residence, or portion thereof,

must commence within one hundred twenty (120) days after the occurrence causing the damage.

- N. Utility Easements. Any underground utility company shall be contacted to verify depth and locations of utilities prior to any excavation on the lot. All easements shown on the survey of the property or reserved hereunder have been reserved for the purposes indicated. No homeowner may erect any permanent structure of any type whatsoever in these easement areas.
- O. No Satellite Dishes. No satellite dishes greater than 36 inches in diameter are allowed. Any such dish shall be installed such that it is behind the front line of the residence. Reasonable efforts should be made to locate television antennas on the rear of the residence, and out of sight of county roads or streets. No radio towers or any other antennas may extend more than five (5) feet above highest point of the residence.
- P. Firearms. Reasonable discharge of firearms for hunting of game animals and target practice is permitted. No commercial gun range shall ever be allowed on the property at any time.
- Q. Vehicles. No motor homes and inoperable vehicles without current license plates shall be kept on the property, unless the same is kept within a completely enclosed barn or garage. Antique vehicles, farm, and construction equipment are permitted provided vehicles and/or equipment are not in disrepair. Horse and stock trailers are permitted. All commercial motor vehicles, commercial equipment, antique vehicles, farm and construction equipment, horse and stock trailer, motor homes must be parked behind the back line of the residence.
- R. No Junk Yards. That no junk yards, repair yards, or wrecking yards shall be located on any tract. Vehicles in disrepair placed on a tract for more than two (2) weeks shall constitute a junk yard.
- S. Livestock. No swine shall ever be kept on the property nor shall any part of the property ever be used for a commercial feed lot for livestock or fowl, or for a dog or cat kennel. No more than 4 goats shall be allowed on said property. Any accumulation of animals that creates strong odors or constitutes a nuisance to adjoining property will be considered in violation of these covenants and the owner will be responsible for immediate removal upon written complaint. Any cage or pen constructed to maintain any type of animal kept on the premises as allowed herein must be constructed of materials and be of a design to be attractive in appearance. All animals must be properly contained within owner's tract. Tracts of land constituting 2 or more acres may be populated with large livestock (excluding swine) at the rate of 1 ½ head per acre, with a fractional quantity being rounded down. No fighting roosters will be allowed.
- T. Pets. No pets, whether yours or your visitors are allowed to run at large at anytime. Noisy or unruly pets or those that complaints are received about will not be allowed to remain. No tying of pets for containment.
- U. Injunctive Relief. The Developer, or owners of any tract out of the division described herein shall have the right to sue for and obtain injunctive relief to enforce any of the restrictions or covenants herein set forth, and the party or parties in violation of any of the restrictions or covenants shall pay any and all reasonable fees, including but not restricted to, attorney's fees paid or agreed to be paid, court costs, and expert witness testimony necessary for such injunctive relief.
- V. Covenants Running with the Land. The restrictive covenants and Roadway Maintenance Agreement herein set forth shall be covenants running with the land and shall be binding

upon all parties claiming title by and through the Grantor, and Grantor's successors and assigns.

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

ARTICLE II LEGAL DESCRIPTION

Being a 30.46-acre tract described in instrument recorded in Clerk's File Number 201806969, Official Records, Wise County, Texas and this part being described by metes and bounds in EXHIBIT "A1", "A2", and "A3" hereto attached and made a part hereof for all purposes.

ARTICLE III ROADWAY MAINTENANCE AGREEMENT

WHEREAS, the Declarant wishes to reduce to writing such terms, conditions, and agreements pertaining to the Easement as defined in Article II that shall be binding upon the acceptance of any conveyance of any property covered by these restrictive covenants, the Grantee named in such conveyance acknowledges the substance and the content of these restrictive covenants and agrees to abide by or comply with the same in all respect as follows:

NOW THEREFORE:

1. Declarant does hereby create, a perpetual, free, non-exclusive, continuous and uninterrupted use, liberty, privilege and easement for the Grantee(s) to use and enjoy the above described Easement.
2. Grantee shall not erect any improvements or other facilities upon the Easement which may impair the flow of traffic over and across same.
3. Declarant hereby grants to Grantee the right to permit the Grantee, Grantees' invitees, guests, and others of the general public coming on the premises to utilize the Easement, it being the intention of the Declarant that such persons shall have free access to, upon, and over the Easement for ingress and egress purposes.
4. Grantees will maintain the Easement in an all-weather road surface condition until such time (if any) in the future when the Easement is released by written instrument, signed and acknowledged by the then owner(s) of Grantees' property; and any mortgagee then holding a loan secured by Grantees' property.
5. This Easement shall be ONLY for the limited purpose of access, ingress, egress and maintenance to and from Grantees' property as described in Article II.
6. Said Easement shall bind and inure to the respective benefit of Declarant and Grantees. As

used herein the terms Declarant and Grantee shall include the present and future owner or owners and mortgagees, their heirs, personal representatives, successors and assigns of Declarant's property and Grantees' property, respectively.

8. This is an easement, not a license. The Easement and right-of-way granted hereby is for the benefit of the property described in Article II and shall be appurtenant to and run with the property.
9. It is intended that this Easement shall be construed as being an adequate, legally enforceable road maintenance agreement pursuant to applicable standards of secondary marketing investors in the residential mortgage lending industry.

TO HAVE AND TO HOLD the above described Easement forever for the uses, benefits, purposes and burdens herein set forth, the GRANTOR does hereby bind themselves, their heirs, personal representatives, successors and assigns to Warrant and Forever Defend all and singular the said Easement and right-of-way against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Jake Hayes

(Acknowledgment)

STATE OF TEXAS
COUNTY OF WISE

This instrument was acknowledged before me on the _____ day of July, 2018, by Jake Hayes.

Notary Public, State of _____
Notary's name(printed): _____
Notary's commission expires: _____