

**THE RANCHETTES OF DENISON  
RESIDENTIAL NEIGHBORHOOD**

**DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS**

**Denison, Texas**

**FEBRUARY 1, 2021**

**Declaration of Covenants, Conditions, and Restrictions**  
**for The Ranchettes of Denison**

**Preamble**

This Declaration of Covenants of Covenants, Conditions, and Restrictions (hereafter the "Covenants") is made on this 1st day of February 2021, at Dallas, Texas, by Olive Street Ventures, LLC, a Texas limited liability company (the "Declarant"), whose mailing address is 2393 H. G. Mosley Pkwy, Bldg. 4, Suite 100, Longview, Texas 75604.

**RECITALS:**

WHEREAS, Declarant is the owner of all that certain real property located in Denison, Grayson County, State of Texas, described in attached Exhibit "A" and incorporated by this reference (the "Property"), which Property incorporates a residential community development known as "The Ranchettes of Denison;"

WHEREAS, Declarant deems it to be in the best interests of Declarant and of any person who may hereafter purchase any or all of the Property, that there be established and maintained a uniform plan for the improvement, use and development of the Property;

NOW THEREFORE, Declarant declares that the Property described on Exhibit "A" and referred to in Article I herein is and shall be held, transferred, sold, conveyed and occupied subject to these Covenants hereinafter set forth, which shall run with the title to the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**  
**Definitions**

"ACC" means the Architectural Control Committee established in these Covenants.

"Declarant" shall mean and refer to Olive Street Ventures, LLC ("First Crescent") and its successors and assigns. No person or entity purchasing one or more Lots from Olive Street Ventures, LLC in the ordinary course of business shall be considered the "Declarant".

"Lot" means any of the plots of land shown on the Plat on which there is or will be built a single-family dwelling.

"Owner" means every record Owner of a fee interest in a Lot.

**"Plat"** means the Plat of The Ranchettes of Denison located in Grayson County, Texas, and any replat of or amendment to the Plat made in accordance with these Covenants.

**"Property"** shall mean and refer to all existing properties as are subject to these Covenants as described on Exhibit "A". The Property shall include Lots 1-10.

**"Residence"** means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

**"Resident"** means any person who inhabits a Residence, either permanently or temporarily, and may include, without limitation, an Owner or a lessee and their respective families, guests and invitees.

**"Single Family"** means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

**"Structure"** means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, accessory building, or recreational equipment.

## **Article II Clauses and Covenants**

### **Establishment of Covenants**

2.01 Declarant imposes upon the Property the Covenants for the purpose of establishing a general scheme for development of the Property and enhancing the value of the Lots and Residences (defined herein). All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Property is subject to the Covenants which may be enforced by the Owners. The Covenants run with the land, defined herein as the Property, and bind all Owners, occupants, and any other person holding an interest in a Lot.

### **Plat**

2.02 The Plat and all matters shown of record affecting the Property are part of these Covenants and are incorporated by reference.

### **ARTICLE III Architectural Control**

#### **Architectural Control Committee**

##### **3.01**

3.01.1 Initially, the Architectural Control Committee (the "ACC") will consist of a representative of Declarant until all Lots are sold by Declarant. Thereafter, Declarant shall appoint three (3) Owners to the ACC, who shall each serve two-year terms or until their successors are elected. Each member of the ACC shall have one vote, with any action taken requiring the affirmative votes of two members of the ACC. To obtain approval to build a Residence or any Structure on a Lot, an Owner must obtain the ACC's approval of its plans and specifications for the proposed construction. At the time any building permit is applied for on any Lot, an "architectural" front elevation shall be submitted to the ACC for approval. Owner will use best efforts to commence construction of all improvements approved by the ACC and the City of Denison within thirty (30) days after obtaining all necessary governmental approvals. All projects must be completed within one (1) year of completing the foundation or commencing construction if no foundation work is involved, unless otherwise approved in writing by the ACC.

3.01.2 The ACC may, in its sole discretion, permit Owners to construct, erect, or install improvements which vary from these Covenants and construction requirements. Each request for a variance will be reviewed separately and apart from other such requests and grant of any variance to any Owner does not constitute a waiver by the ACC to strictly enforce the Covenants and construction requirements against any other Owner.

### **ARTICLE IV Exterior Maintenance**

4.01 All improvements on a Lot, including all landscaping, shall be kept in a neat, well-maintained and attractive manner and, in particular, the exteriors of all improvements must be maintained, at all times, in a state of good repair, condition and appearance.

### **ARTICLE V Use Restrictions and Architectural Standards**

#### **Residential Use Only**

5.01 All Lots shall be used for single-family residential purposes only, and no business, professional, or other commercial activity of any type shall be operated from or out of any Residence or accessory structure situated on any Lot. Without in any

manner limiting the foregoing, no church, duplex or multifamily structure, or commercial building shall be placed or permitted on any Lot or portion of any Lot, nor shall any Lot be utilized for access to any other land adjacent to or adjoining the Property without the written consent and approval of Declarant, which consent will be within Declarant's sole and absolute discretion.

#### **Type of Buildings Permitted**

##### **5.02**

5.02.1 Only one Residence is permitted on any given Lot with a private enclosed garage(s) for at least two (2) automobiles on a Lot. At the sole discretion of the Declarant or the ACC, a barn-dominium in compliance with subsection 5.04.1 herein may be approved as a Residence.

5.02.2 No Lot may be re-platted without prior approval from the Declarant or the ACC.

5.02.3 No accessory structure such as a barn, utility or storage type of building shall be erected, placed or maintained nearer than fifteen feet (15') from the sideline of any Lot or one hundred fifty feet (150') from the front line of any Lot, and in no event shall any accessory structure be situated closer to the road than the rear line of the Residence.

5.02.4 No mobile homes, modular, prefabricated or manufactured home or any other portable structure or building may be placed on any Lot. No structure of a temporary character, trailer, basement, tent, shack, barn or any other accessory structure shall be used on any Lot at any time as a residence, either temporarily or permanently.

#### **Minimum Floor Space**

5.03 Each Residence constructed on a single Lot must contain a minimum of 1,500 square feet. All floor areas referenced herein are for air-conditioned floor area, exclusive of eaves, porches, garages, patios and breezeways.

#### **Construction Requirements**

##### **5.04**

5.04.1 Every Residence must use wood, stone, brick or masonry material as an exterior cladding material as approved at the sole discretion of the Declarant or the ACC for the exterior of any structure. No metal exterior cladding material may be used on any Residence as a metal building, with the exception of a barn-dominium which may include metal as an exterior cladding material conditioned on use of wood, stone, brick or masonry exterior cladding within the sole discretion of the Declarant or the ACC for

the exterior of the barn-dominium, and no metal exterior cladding used in a barn-dominium may face the access street abutting the Lot unless Declarant or the ACC has approved or granted a variance.

5.04.2 Roof materials are limited to asphalt composition with the exception of metal roofing material. Every roof must be constructed with a minimum 6/12 roof pitch requirement.

#### **Noxious or Offensive Activities Prohibited**

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

#### **Signs and Amenities**

5.06

5.06.1 No signs of any type are allowed on any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent. Signs displaying the name of a security company are authorized with the approval of the ACC.

5.06.2 Declarant has the right, during the initial sale of Lots, to construct and maintain signs advertising the sale of Lots.

#### **Oil and Water Development and Mining Prohibited**

5.07 No oil well or water well drilling for purposes of exploration and production, 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. Notwithstanding anything to the contrary herein, this provision does not apply to a domestic water well, as one domestic water well will be allowed per Lot.

#### **Trash and Garbage; Storage**

5.08 No Lot may be used or maintained for the dumping or storage of rubbish, trash, debris, surplus soil, rocks or junk cars. All trash receptacles shall be stored out of public view with the exception of trash day. The placement, holding, locating, disposal, manufacture, storage or dumping of any hazardous materials on any Lot is prohibited. Trash and waste shall not be burned on the Property but shall be removed by the Owner using a commercial trash pick-up service or by the Owner himself removing the trash or waste from the Property.

#### **Sewage Septic System**

5.09 All septic or individual sewer systems must conform and be in compliance with all rules and regulations of the State of Texas, Grayson County and other governmental authority or agency having jurisdiction over the construction, installation and maintenance of sewage septic systems, and must be approved by the Declarant or the ACC. The septic system on any lot shall be located in such a manner that the nearest point of any portion of the system, including the absorption field, shall not be less than one hundred fifty feet (150'), measured in a straight line, from the water well on said Lot. The same separation measurement shall apply to adjoining Lots.

#### **Removal of Dirt**

5.10 Digging dirt or the removal of any dirt from any Lot is prohibited, except as is necessary in conjunction with landscaping or construction of improvements thereon. Any excess dirt generated from construction of the Residence or landscape construction (i.e. pools) may be removed from the Property.

#### **Drainage**

5.11 Neither the Declarant nor its successors or assigns, will be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, sidewalks, driveways, or Structure of any type or the contents thereof of any Lot caused by any water levels, rising waters, or drainage waters. After building construction, all Lots will be graded so that surface water will flow to streets, alleys, or drainage ways.

#### **Animals**

5.12 No hogs or swine of any kind shall be raised, kept or bred on any Lot. Domestic animals, including dogs and cats, are permitted and dogs must be leashed when outside the boundaries of the Owner's Lot. No more than two (2) head of cattle or two (2) horses are permitted on a single Lot, and cattle and horses must be kept secured within adequate fencing. Additional head of cattle or horses may be permitted at the sole discretion of the Declarant or ACC for any Lot exceeding 15 acres.

#### **Trucks, Buses, and Trailers**

5.13

5.13.1 No boat, trailer, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored (except temporarily, not to exceed 72 hours) nearer to the street than the front of the Residence. No boat, house trailer, mobile home, camper, boat trailer, similar wheeled vehicle or any unsightly object shall be stored or parked on any Lot except in a closed garage or within the fenced, walled or enclosed portions of such Lot which are not within view of the public, and any such fence, wall or other enclosure shall be subject to the approval of the Declarant or ACC in writing.

5.13.2 No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, may be kept on any Lot other than outside of view of the public in a garage or other structure approved by Declarant or the ACC.

#### **Radio Towers**

5.14 No radio towers of any type, size, or height may be installed on any Lot.

#### **Water Well**

5.15 Each Owner may drill one domestic water well per Lot. Such well shall be of standard construction and shall be cased in a workmanlike manner from the surface of the ground to the producing strata. Such well shall be installed in a manner so as to prevent contamination of the underground water supply. Said well shall be located not less than fifty feet (50') from the rear line of the Lot. The septic system on each Lot shall be located at least one hundred fifty linear feet (150') from the site of any water well on said Lot.

### **ARTICLE SIX Enforcement**

#### **Compliance of Owner.**

6.01 Each Owner shall strictly comply with these Covenants. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Declarant, or an aggrieved Owner or Owners.

#### **No Waiver of Strict Performance.**

6.02 Failure of Declarant or an Owner to enforce any provision contained herein shall in no event be deemed a waiver of their right to do so at a later time. Invalidation of any one of the provisions hereof by judgment or court order shall in no way affect any other provision of these Covenants which shall remain in full force and effect. All waivers must be in writing and signed by the party to be bound.

#### **Enforcement by Owners.**

6.03 Enforcement of these Covenants is the responsibility of the Owners. Any Owner shall have the right to enforce by any proceeding at law or in equity, any and all of these Covenants now or hereafter amended. Declarant shall not be obligated to enforce these Covenants nor shall Declarant be obligated to join or assist in any suit brought by any Owner or Owners against another Owner or Owners to enforce these Covenants.

#### **Right of Entry**

6.04 Violation of any of these Covenants shall give to Declarant, its successors and the



Owners the right to enter any Lot as to which such violation exists and to abate, correct and remove, at the expense of the offending Owner, any Structure, thing or condition that may be or exists thereon contrary to the intent of these Covenants. Any such entry shall be made only after three (3) days' notice to the offending Owner and with as little inconvenience as possible, and any damage caused by such entry shall be repaired by the person or persons making the entry. Declarant, its successors, or the Owners, shall not be deemed guilty of any manner of trespass by such entry, abatement or removal.

## **ARTICLE SEVEN**

### **General Provisions**

#### **Duration**

7.01 These Covenants are designed to protect the value and desirability of the Property. Consequently, they run with the Property and bind all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. The Covenants benefit the Property, each Lot, and each Owner, and are enforceable by the Owners, their heirs, successors and assigns, for a term of twenty-five (25) years from the date that these Covenants are recorded in the office of the County Clerk of Grayson County, Texas. Upon the expiration of twenty-five (25) years, these Covenants will automatically extend for successive periods of ten (10) years subject to termination by an instrument signed by more than seventy-five percent (75%) of the Owners.

#### **Amendments**

7.02 These Covenants may be amended by an instrument signed by seventy-five percent (75%) of the Owners. Neither any amendment nor any termination is effective until the amending or terminating instrument is recorded in the Office of the County Clerk of Grayson County, Texas. The Declarant may execute and record amendments to these Covenants without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only.

#### **Severability**

7.03 Invalidity of any one of these Covenants by judgment or court order will not affect any other provision, and all other provisions shall remain in full force and effect.

#### **Headings**

7.04 The Headings in these Covenants are for reference purposes only and do not in any way affect the meaning or interpretation of these Covenants.

#### **Notices to Owners**

7.05 Any notice required to be given to any Owner under the provisions of these Covenants is deemed to have been properly delivered when deposited in the United

States mail, postage prepaid, addressed to the last known address of the person found in the records of the Grayson County Appraisal District.

**No Warranty of Enforceability**

7.06 Declarant makes no warranty or representation as to the present or future validity or enforceability of these Covenants. Any Owner acquiring a Lot in reliance on one or more of these Covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant and its successors harmless therefrom.

**Attorney Fees**

7.07 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, attorney fees, and costs.

IN WITNESS WHEREOF, the Declarant, OLIVE STREET VENTURES, LLC, has caused this instrument to be executed as of this 24<sup>th</sup> day of February 2021, at Dallas, Texas.

**DECLARANT:**

Olive Street Ventures, LLC, a Texas limited liability company

By:

\_\_\_\_\_

Its:

Terry J. Cook  
Managing Member

ACKNOWLEDGMENT

STATE OF TEXAS           §  
                                      §  
 COUNTY OF GREGG       §

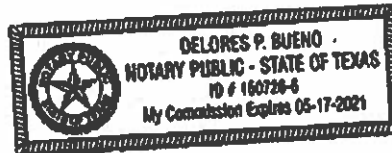
Before me the undersigned notary authority, a Notary Public in and for the State of Texas, on this day personally appeared Terry J. Cook, Managing Member of Olive Street Ventures, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and in the capacity therein stated and as the act and deed of such entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24<sup>th</sup> day of February 2021.

  
 Notary Public of Texas

AFTER RECORDING RETURN TO:  
 DECLARANT

2393 H G Mosley Pkwy.  
 Bldg. 4, Suite 100  
 Longview, Texas 75604



### Exhibit "A" - Property Legal Description

143.960 ACRES  
IN THE L. C. HULETT SURVEY,  
ABSTRACT NO. 564 &  
IN THE G. REEVES SURVEY,  
ABSTRACT NO. 1015  
GRAYSON COUNTY, TEXAS

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE L. C. HULETT SURVEY, ABSTRACT NUMBER 564 AND G. REEVES SURVEY, ABSTRACT NUMBER 1015, GRAYSON COUNTY, TEXAS BEING A PART OF A CALLED 151.7 ACRE TRACT OF LAND DESCRIBED IN THE DEED AS TRACT FOUR IN THE DEED TO CHARLES WARREN SHERRARD ET. AL. AS RECORDED IN DOCUMENT NUMBER 2020-4734, OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 60-D NAIL FOUND FOR CORNER AT THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT IN OR NEAR THE CENTER OF AN ASPHALT SURFACE ROADWAY UNDER APPARENT PUBLIC USE POSTED AS PRESTON ROAD AT THE NORTHEAST CORNER OF SAID 151.7 ACRE TRACT;

THENCE SOUTH 00 DEGREES 40 MINUTES 13 SECONDS WEST ALONG SAID ROAD WITH A EAST LINE OF SAID 151.7 ACRE TRACT A DISTANCE OF 2404.63 FEET TO A RAIL ROAD SPIKE FOUND AT AN INTERSECTION OF PRESTON ROAD AND ANGUS LANE,

THENCE NORTH 89 DEGREES 46 MINUTES 05 SECONDS WEST ALONG A GRAVEL SURFACE ROADWAY UNDER APPARENT PUBLIC USE POSTED AS ANGUS LANE WITH A SOUTH LINE OF SAID 151.7 ACRE TRACT A DISTANCE OF 2319.22 FEET TO A CAPPED IRON ROD SET FOR CORNER AT THE SOUTHEAST CORNER OF A CALLED 10.315 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO JOHN LUIS ALLISON AS RECORDED IN VOLUME 2801, PAGE 715, OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS FROM WHICH A 1/2 INCH IRON ROD FOUND FOR REFERENCE BEARS NORTH 80 DEGREES 48 MINUTES 05 SECONDS WEST A DISTANCE OF 497.32 FEET;

THENCE NORTH 01 DEGREES 38 MINUTES 52 SECONDS EAST WITH THE EAST LINE OF SAID 10.315 ACRE TRACT A DISTANCE OF 999.43 FEET TO A 1/2 INCH IRON ROD FOUND AT THE BASE OF A FENCE CORNER POST FOR CORNER;

THENCE NORTH 88 DEGREES 40 MINUTES 16 SECONDS WEST ALONG OR NEAR A FENCE WITH A NORTH LINE OF SAID 10.315 ACRE TRACT A DISTANCE OF 208.08 FEET TO A WOOD FENCE CORNER POST FOUND FOR CORNER,

THENCE SOUTH 02 DEGREES 54 MINUTES 18 SECONDS WEST ALONG OR NEAR A FENCE A DISTANCE OF 84.60 FEET TO A WOOD FENCE CORNER POST FOUND FOR CORNER AT A RE-ENTRANT CORNER OF SAID 10.315 ACRE TRACT,

THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST ALONG OF NEAR A FENCE WITH A NORTH LINE OF SAID 10.315 ACRE TRACT A DISTANCE OF 289.23 FEET TO A PK NAIL SET FOR CORNER IN OR NEAR THE CENTER OF AN ASPHALT SURFACE ROADWAY UNDER APPARENT PUBLIC USE POSTED AS KATY LANE AND IN THE WEST LINE OF SAID 151.7 ACRE TRACT,

THENCE NORTH 01 DEGREES 35 MINUTES 10 SECONDS EAST ALONG SAID LANE WITH A WEST LINE OF SAID 151.7 ACRE TRACT A DISTANCE OF 304.59 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,

THENCE NORTH 00 DEGREES 45 MINUTES 25 SECONDS EAST ALONG SAID ROAD WITH A WEST LINE OF SAID 151.7 ACRE TRACT A DISTANCE OF 1182.89 FEET TO A PK NAIL FOUND FOR CORNER AT THE NORTHWEST CORNER OF SAID 151.7 ACRE TRACT;

THENCE SOUTH 89 DEGREES 13 MINUTES 00 SECONDS EAST ALONG OR NEAR A FENCE WITH A NORTH LINE OF SAID 151.7 ACRE TRACT AND A SOUTH LINE OF A CALLED 19.945 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO MORRIS DEPRESTE AND DEBORA DEPRESTE AS RECORDED IN DOCUMENT NUMBER 2018-21047, OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS A DISTANCE OF 1470.53 FEET TO POINT AT THE BASE OF A WOOD FENCE CORNER POST FOUND FOR CORNER;

THENCE SOUTH 89 DEGREES 41 MINUTES 04 SECONDS EAST ALONG OR NEAR A FENCE WITH A NORTH LINE OF SAID 151.7 ACRE TRACT A DISTANCE OF 1324.38 FEET TO THE POINT OF BEGINNING AND ENCLOSING 143.960 ACRES OF LAND, MORE OR LESS