

# FOR SALE

Country Living on 4 Acres  
Listed for \$1,349,000

4031 Dugas Rd  
Aubrey, Texas



Discover the epitome of country living on this impressive 4-acre property in the highly sought-after High Trinity Ridge Estates in Aubrey. Embraced by the beauty of the area and conveniently located north of Lake Lewisville, the two-story brick and stone residence exudes charm and elegance, while the expansive out-building complements with a workshop, extra parking spaces, and stables for the hobbyist.

The home boasts approximately 4,500 square feet of interior living space and a spacious design. On the main level, you'll find everything you need, including the primary bedroom with an ensuite bath, two guest bedrooms sharing a jack and jill bath, a multi-use home office, and a cozy living area with a vaulted ceiling and a floor-to-ceiling stone fireplace.

Entertain guests in style with not one but two dining areas, while the well-appointed kitchen awaits with a breakfast bar, a gas cooktop, and a walk-in pantry for all your storage needs. Privately tucked away and accessible from the home's central area, you'll find an adjoining 700-square-foot flex space that is ideal for a multitude of uses. This beneficial space includes a private entrance from the outside, a living area sharing an open design with an eat-in kitchen plus a bedroom with an ensuite bath.

The home's second level offers even more space, featuring a fifth bedroom with its own ensuite bath plus a versatile bonus room with the flexibility to suit your lifestyle needs.



Step outside from the main living area or primary bedroom to an inviting covered patio, with a 17-foot vaulted wood ceiling that adds a touch of rustic charm. Whether hosting gatherings or enjoying quiet evenings, the patio area is the perfect place to relax and unwind.

A concrete driveway and gated entrance lead to an attached two-car carport, a detached 60 x 52 outbuilding encompassing a 30x40 insulated workshop, and an adjacent 16 x 40 insulated tandem-style garage. Also under the roof is a tack room, three shed-row style horse stalls opening to pipe runs, and a 12 x 60 covered parking area for a trailer, boat, or RV. There are also two fenced pastures, a round pen, a riding pad, and the soil is a sandy loam.

Located in the highly desirable Aubrey ISD, this property offers a high-caliber country atmosphere with good access to the areas key thoroughfares needed for commuters, including I-35 and the Dallas North Tollway, and close to major business and entertainment corridors, airports, hospitals, and universities.



 <b>DUTCH AND CHERYL</b>	 <b>KELLER WILLIAMS</b> REAL ESTATE	<b>Dutch and Cheryl Wiemeyer</b> REALTORS® Direct/Text (940) 391-9092 Office (940) 365-4687 <a href="mailto:info@texasliving.com">info@texasliving.com</a> <a href="http://www.texasliving.com">www.texasliving.com</a>
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## 4031 Dugas Road, Aubrey, Texas 76227

**MLS#:** 20398131 \$ **Active**  
**Property Type:** Residential

[4031 Dugas Road Aubrey, TX 76227-4420](#)  
**SubType:** Single Family

**LP:** \$1,349,000



**Also For Lease:** N **Lst \$/SqFt:** \$297.20  
**Subdivision:** High Trinity Ridge Estate Sec Two  
**County:** Denton **Lake Name:**  
**Country:** United States **Lse MLS#:**  
**Parcel ID:** [R273074](#) **Plan Dvlpm:**  
**Parcel ID 2:** R273073  
**Lot:** 18,19 **Block:** **MultiPrcl:** Yes **MUD Dst:** No  
**Legal:** HIGH TRINITY RIDGE EST SEC TWO LOT 19  
**Spcl Tax Auth:** No

**Beds:** 5 **Tot Bth:** 5 **Liv Area:** 3  
**Fireplc:** 1 **Full Bath:** 4 **Din Area:** 3 **Pool:** No  
**Half Bath:** 1 **Adult Community:**  
**Smart Home App/Pwd:** No

**SqFt:** 4,539/Assessor  
**Yr Built:** 2006/Assessor/Preowned  
**Lot Dimen:**  
**Subdivide?:** Yes  
**HOA:** Mandatory  
**Access Unit:** No

**Hdcp Am:** No **Garage:** Yes/2  
**Horses?:** Yes **Attch Gar:** No  
**Attached:** No **# Carport:** 2  
**Acres:** 4.000 **Cov Prk:** 4  
**HOA Dues:** \$400/Annually  
**AccUnit SF:** **Unit Type:**

#### School Information

**School Dist:** Aubrey ISD  
**Elementary:** HI Brockett **Middle:** Aubrey **High:** Aubrey

#### Rooms

Room	Dimen / Lvl	Features	Room	Dimen / Lvl	Features
Living Room	17 x 17 / 1	Built-in Cabinets, Fireplace	Living Room	17 x 10 / 1	
Bonus Room	22 x 16 / 2	Ceiling Fan(s)	Office	12 x 11 / 1	Ceiling Fan(s)
Dining Room	12 x 12 / 1		Breakfast Rm	13 x 7 / 1	
Kitchen	14 x 13 / 1	Breakfast Bar, Built-in Cabinets, Dual Sinks, Granite/Granite Type Countertop, Kitchen Island, Walk-in Pantry, Water Line to Refrigerator	Kitchen	17 x 10 / 1	Built-in Cabinets, Eat-in Kitchen, Farm Sink, Walk-in Pantry, Water Line to Refrigerator
Utility Room	11 x 8 / 1	Built-in Cabinets, Room for Freezer, Separate Utility Room	Bedroom-Primary	16 x 15 / 1	Dual Sinks, Ensuite Bath, Jetted Tub, Linen Closet, Separate Shower, Walk-in Closet(s)
Bedroom	12 x 12 / 1	Ceiling Fan(s)	Bedroom	13 x 11 / 1	Ceiling Fan(s)
Bath-Full	/ 1	Jack & Jill Bath	Bedroom	16 x 12 / 1	Ceiling Fan(s), Ensuite Bath, Split Bedrooms, Walk-in Closet(s)
Bedroom	14 x 12 / 2	Ceiling Fan(s), Ensuite Bath, Split Bedrooms, Walk-in Closet(s)			

#### General Information

**Housing Type:** Single Detached **Fireplace Type:** Gas Starter, Stone, Wood Burning  
**Style of House:** Traditional **Flooring:** Carpet, Combination, Luxury Vinyl Plank, Slate, Tile, Wood  
**Lot Size/Acres:** 3 to < 5 Acres **Levels:** 2  
**Alarm/Security:** Burglar, Carbon Monoxide Detector(s), Security Gate, Security System Owned, Smoke Detector(s)  
**Soil:** Sandy Loam **Type of Fence:** Cross Fenced, Fenced, Pipe  
**Heating:** Central, Propane, Zoned **Cooling:** Central Air, Electric, Zoned  
**Roof:** Composition **Accessible Ft:**  
**Windows:** Bay Window(s) **Cmplx Appv For:**  
**Construction:** Brick, Rock/Stone **Patio/Porch:** Covered, Patio  
**Foundation:** Slab **Special Notes:** Deed Restrictions, Flowage Easement  
**Basement:** No **Listing Terms:** Cash, Conventional  
**Possession:** Other

#### Features

**Appliances:** Dishwasher, Disposal, Electric Oven, Electric Range, Gas Cooktop, Gas Water Heater, Microwave, Refrigerator  
**Laundry Feat:** Dryer - Electric Hookup, In Utility Room, W/D - Full Size W/D Area, Washer Hookup

**Interior Feat:** Built-in Features, Flat Screen Wiring, Granite Counters, High Speed Internet Available, Kitchen Island, Open Floorplan, Pantry, Vaulted Ceiling(s), Walk-In Closet(s), In-Law Suite Floorplan

**Exterior Feat:** Covered Patio/Porch, Garden(s), Rain Gutters, RV/Boat Parking, Stable/Barn

**Park/Garage:** Garage Single Door, Carport, Covered, Enclosed, Gated, RV Access/Parking, Tandem

**Street/Utilities:** Aerobic Septic, Asphalt, Co-op Electric, Co-op Water, Individual Water Meter, Outside City Limits, Propane, Underground Utilities, No City Services

**Lot Description:** Acreage, Few Trees, Interior Lot, Level, Pasture, Sprinkler System, Subdivision

**HOA Includes:** Management Fees

**Other Structures:** Poultry Coop, RV/Boat Storage, Stable(s), Workshop w/Electric

**Restrictions:** Deed

**Easements:** Drainage, Utilities

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#### Remarks

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**Property Description:** Discover the epitome of country living on this impressive 4-acre property in the highly sought-after High Trinity Ridge Estates in Aubrey. Embraced by the beauty of the area and conveniently located north of Lake Lewisville, the brick & stone residence exudes charm and elegance, while the expansive outbuilding complements with a workshop, extra parking spaces, and stables. The home's spacious design offers an office, bonus room, & 5 bedrooms including a 700sf flex area with bedroom, full bath, addl kitchen & living area. Step outside from the main living area to an inviting covered patio, with a 17ft vaulted wood ceiling that adds a touch of rustic charm. A concrete driveway and gated entrance lead to an attached two-car carport and a detached 60x52 outbuilding encompassing a 30x40 insulated workshop, a 16x40 insulated tandem-style garage, 3 shed-row style horse stalls with pipe runs, and a 12x60 cvd trailer or boat parking. There are also 2 fenced pastures and sandy loam soil.

**Public Driving Directions:** From Fm428 - South on Wildcat - Left on Rhoads - Right on Dugas - Home on right, No sign.

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#### Agent/Office Information

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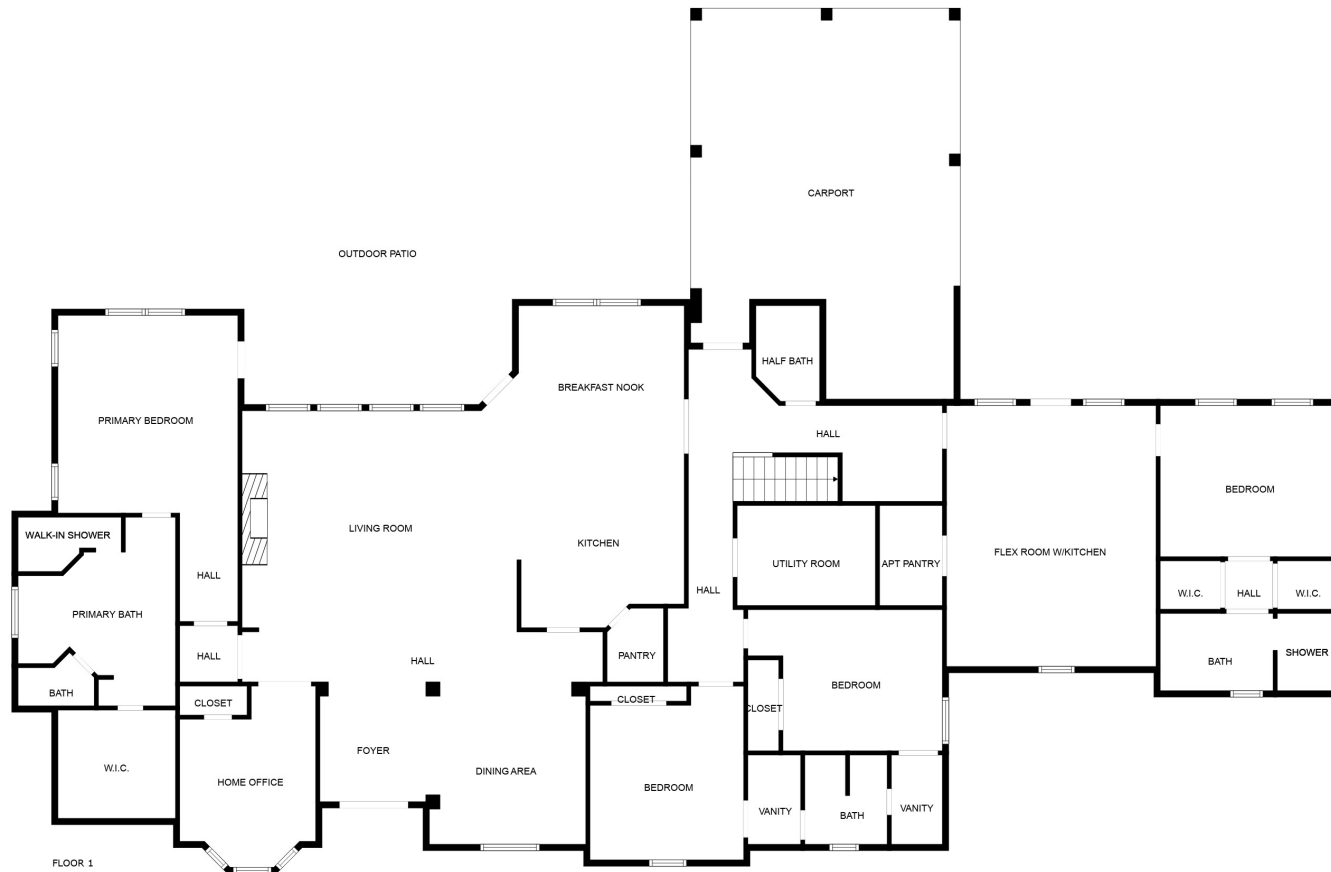
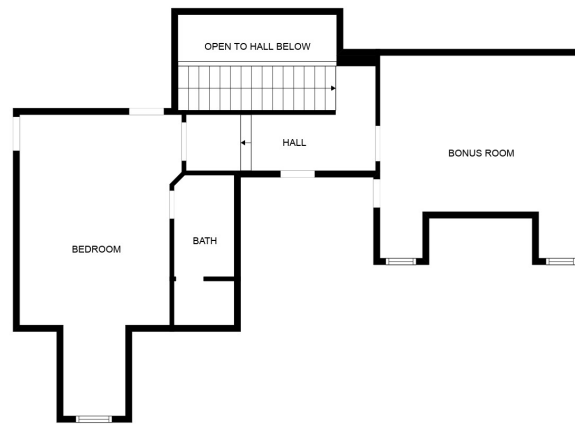
**Lst Ofc:** KELLER WILLIAMS REALTY

**Lst Agt:** [DUTCH WIEMEYER](#)

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Prepared By: DUTCH WIEMEYER KELLER WILLIAMS REALTY on 11/15/2023 10:22

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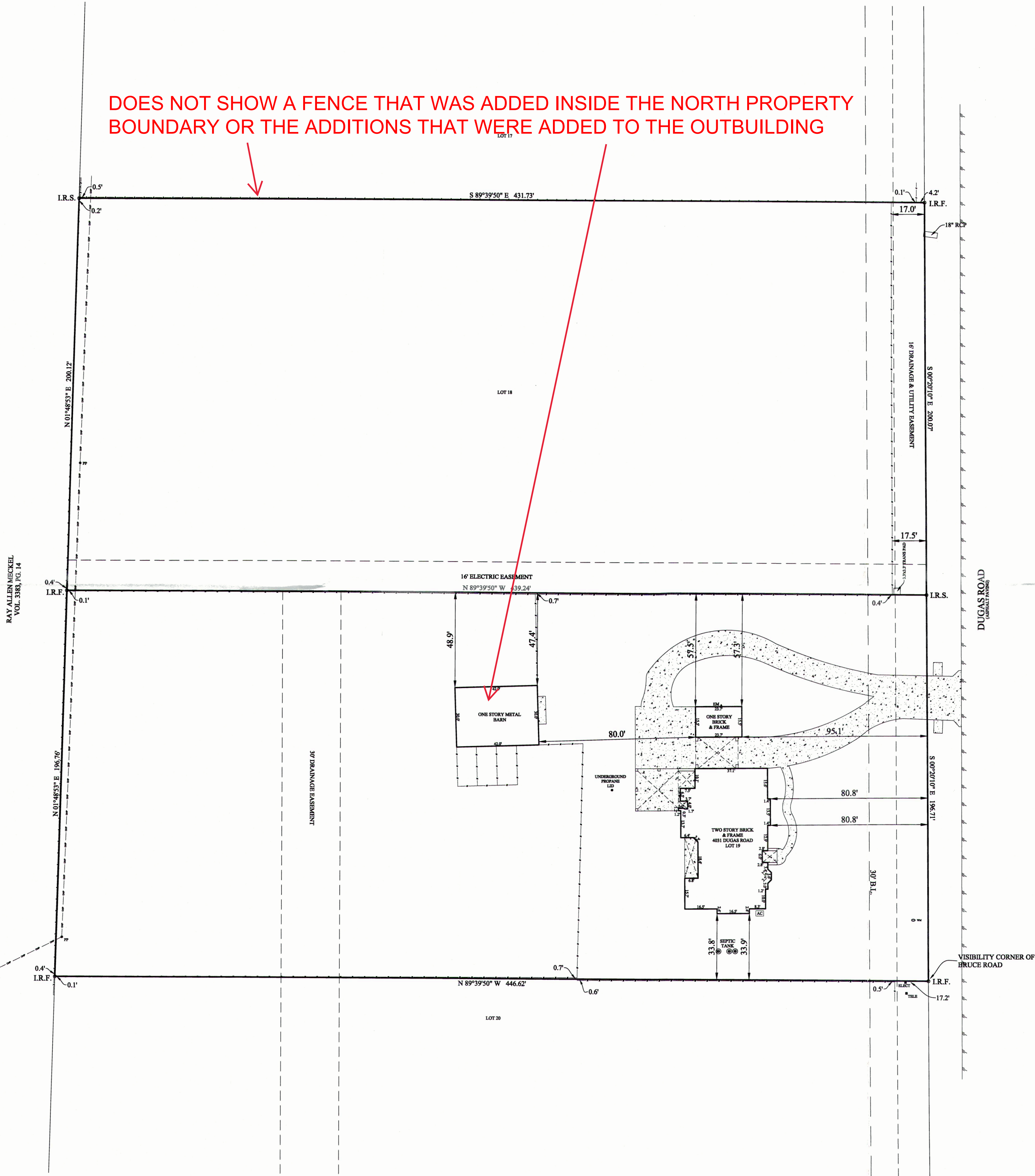


MEASUREMENTS ARE CALCULATED BY CUBICASA TECHNOLOGY. DEEMED HIGHLY RELIABLE BUT NOT GUARANTEED.



BOUNDARY SURVEY

DOES NOT SHOW A FENCE THAT WAS ADDED INSIDE THE NORTH PROPERTY BOUNDARY OR THE ADDITIONS THAT WERE ADDED TO THE OUTBUILDING



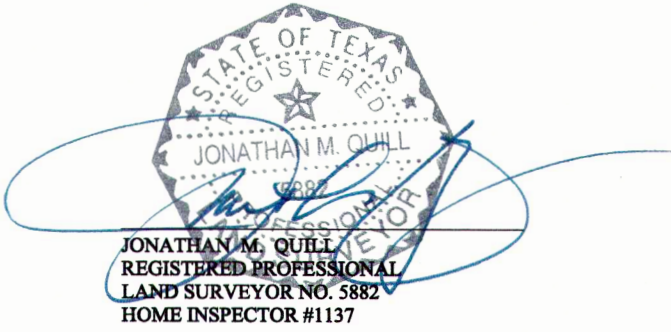
**Legal Description:**  
THIS IS TO CERTIFY THAT I HAVE, THIS DATE, MADE A CAREFUL AND ACCURATE SURVEY ON THE GROUND OF THE PROPERTY LOCATED AT 4031 DUGAS ROAD, IN DENTON COUNTY, TEXAS, BEING LOTS 18 AND 19, OF HIGH TRINITY RIDGE ESTATES, SECTION TWO, AN ADDITION TO DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET V, SLIDE 945, PLAT RECORDS, DENTON COUNTY, TEXAS, TOGETHER WITH CERTIFICATE OF CORRECTION OF PLAT FILED JUNE 1, 2006, RECORDED IN COUNTY CLERK'S FILE NO. 2006-64564, OFFICIAL RECORDS, DENTON COUNTY, TEXAS.  
FLOOD STAMP: ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS, MAP NO. 48121C0245E, MAP REVISED APRIL 2, 1997, THE HEREIN DESCRIBED PROPERTY IS LOCATED IN ZONE "X", DESCRIBED BY SAID MAP TO BE, "AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN."

- NOTES:**
1. ALL EASEMENTS SHOWN ON THIS SURVEY ARE PER THE ABOVE DESCRIBED PLAT, UNLESS OTHERWISE NOTED.
  2. COVENANTS, CONDITIONS, OBLIGATIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS AS SET FORTH IN THAT CERTAIN DECLARATION RECORDED IN COUNTY CLERK'S FILE NO. 2005-55184, REFILED IN COUNTY CLERK'S FILE NO. 2005-71834, OFFICIAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.), APPLY TO AND AFFECT HEREIN DESCRIBED PROPERTY.
  3. EASEMENTS RECORDED IN VOLUME 402, PAGE 20, VOLUME 402, PAGE 30 AND VOLUME 2400, PAGE 480, R.P.D.C.T., DO NOT AFFECT THE SUBJECT PROPERTY.
  4. BOUNDARY LINE AGREEMENT RECORDED IN COUNTY CLERK'S FILE NO. 97-80009418, R.P.D.C.T., DOES NOT AFFECT THE SUBJECT PROPERTY.

THIS SURVEY IS FOR THE USE OF SENDERA TITLE IN CONJUNCTION WITH G.L.F. NO. 10619-AUNH AND IS NOT VALID FOR ANY OTHER PURPOSE INCLUDING BUT NOT LIMITED TO ANY LAND OR TITLE TRANSFER, CLOSING, LOAN ON PROPERTY, ETC. AND WAS PREPARED WITHOUT THE BENEFIT OF ABSTRACT OF TITLE AND AS SUCH, THERE MAY BE MATTERS NOT SHOWN.

SIGNED \_\_\_\_\_ DATE: \_\_\_\_\_

**SURVEYOR'S CERTIFICATION:**  
THE SURVEY PLAT HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY FIELD SURVEY. THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE RECORDED PLAT, THE SIZE, LOCATION AND TYPE OF BUILDINGS AND VISIBLE IMPROVEMENTS ARE INDICATED AND THAT THE DISTANCE TO THE NEAREST INTERSECTING STREET OR ROAD IS AS SHOWN. THERE ARE NO VISIBLE ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN.



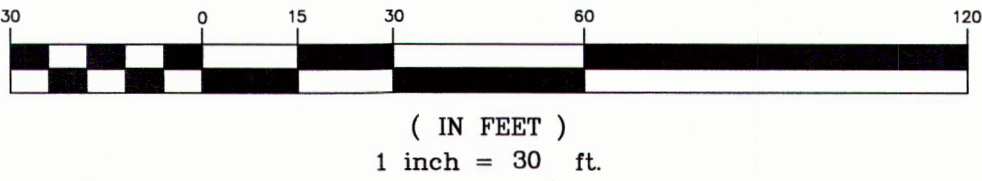
4031 DUGAS ROAD

HIGH TRINITY RIDGE ESTATES  
SECTION TWO  
LOT 18 - 2.0 ACRES  
LOT 19 - 2.0 ACRES  
DENTON COUNTY, TEXAS

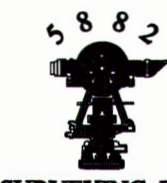
LEGEND

- I.R.S. IRON ROD SET  
I.R.F. IRON ROD FOUND  
(C.M.) CONTROLLING MONUMENT  
— P PIPE RAIL FENCE  
— P POWER POLE  
— O OVERHEAD WIRES  
WV WATER VALVE  
WM WATER METER  
GM GAS METER

GRAPHIC SCALE



DATE:	12/08/2010
SCALE:	1" = 30'
JOB NO.:	10-0860
TITLE CO.:	SENDERA TITLE
CHECK'D BY:	JMQ



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The State of Texas                   §§

County of Denton                   §§

**KNOW ALL MEN BY THESE PRESENTS:**

**First Amended Declaration of Covenants, Conditions, and Restrictions  
For High Trinity Ridge Estates HOA**

This First Amended Declaration of Covenants, Conditions, and Restrictions for High Trinity Ridge Estates HOA was adopted and duly approved by the Board of Directors of Association, hereby known as "the Board," in Aubrey, Texas, after an affirmative vote of majority required Owners.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for High Trinity Ridge Estates, a/k/a HTRE Homeowners Association, Inc., executed by William B. Dugas and Donna Dugas on or about December 8, 2004, and recorded on or about June 2, 2005 as instrument 2005-65184 in the Official Public Records of Denton County, Texas, and refiled along with an amended plat dated December 8, 2004 and filed on or about June 15, 2005, as Instrument 2005-71836 entitled "Declaration of Covenants, Conditions and Restrictions for Residential" hereby known as "the Declaration", and included in this filing as exhibit A, designating The HTRE Homeowners Association a/k/a HTRE Homeowners Association, Inc. hereby known as "the Association" or "the Board" to administer and enforce the covenants and restrictions contained in the Declaration to all tracts of parcels of real property located in High Trinity Ridge Estates; and

WHEREAS, pursuant to Section 7.04 of the Declaration, the covenants and restrictions contained in the Declaration may be amended by an instrument signed by more than 75% of membership; and

WHEREAS, Texas Property Code Section 209.0041(h) expressly states that a declaration may be amended by a vote of sixty-seven percent (67%); and

NOW THEREFORE, this First Amended Declaration of Covenants, Conditions, and Restrictions is hereby binding and shall continue to run with all parties, owners, including heirs, representatives, successors, transferees, and assigns in High Trinity Ridge Estates. The terms and provisions of the Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to High Trinity Ridge Estates and is amended as follows:

The following provisions are hereby added to Article 2 as a new section 2.041:

**"2.041.** With community notice, the Architectural Control Committee (a/k/a the "ACC") and/or the Board may grant waivers for emergency situations or unique lot dimensions."

To correct typographical errors, ARTICLE 2, Section 2.05, is hereby read as:

**"Failure of Committee to Act**

**2.05.** If the Architectural Control Committee fails either to approve or reject an application for proposed work within 45 days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article."

The following provision is added as the beginning sentence in Article 3, Section 3.01:

**"3.01.** All owners are required to maintain their property in a clean and good condition by providing upkeep and needed maintenance on all exterior structures, including homes, barns, pools, and fences."

The following provision is hereby added to Article 4 as a new Section 4.011:

**"4.011.** All Owners may only lease home and lot for residential purposes. Landlords must provide a set of all governing documents to renters before move in. HOA rules & regulations must be a condition of all rental agreements. Landlords are held accountable for renter infractions. Landlords must provide full contact information of Lessee to the Association for compliance with the HOA's standards and for emergency contact purposes."

The following provision is hereby added to Article 4 as a new Section 4.021:

**"4.021.** Metal, brick, and wood shops / barns of coordinating color to primary residence are allowed, with ACC approval. Other accessory buildings such as loafing sheds, storage buildings, pre-built and ready to assemble sheds are also allowed, with ACC approval prior to placement."

Section 4.03 is deleted in its entirety and replaced by the following:

**"4.03.** Any residence constructed on a Lot must have a ground floor area not less than twenty-five hundred (2500') square feet, exclusive of open or screened porches, terraces, patios, driveways, and garages. All exterior building design shall be approved by the Architectural Control Committee. All exterior colors, textures, and materials must be in harmony and compatible with the specified traditional or ranch-style design motif, with adjacent and surrounding Lots, and over-all community appearance including, but not limited to, the following:

- (A) Exterior walls of residential homes shall consist of no less than 80% masonry construction of brick and stone combination exterior.
- (B) Residences will have a minimum roof pitch of 10:12 for main body of residence. Lower pitches are allowed for accent areas with ACC approval.
- (C) Mailboxes are to be of masonry construction
- (D) Culverts are to have concrete endcaps
- (E) All driveways in front of the build line of house, leading from a public road, and/or attaching to a house, garage, or shop should be 4" or more nominal



poured concrete. No asphalt drives are permitted. No freestanding carports are allowed.

(F) Unimproved two acre parcels of land may leave area over culvert grass, or place gravel material for approximately twenty-five (25) foot length over the culvert area accessing lot, with ACC approval. Developed lots that have secondary backyard or side street entrances may also leave culvert entrance grass or install approximately twenty-five (25) feet aggregate material as long as it does not exit to Front Street and receives ACC approval. All front egresses of developed two acre lot parcels must be poured concrete. If an unimproved lot is developed, entrances must be converted to poured concrete before occupancy.

(G) Non-concrete areas intended as a parking pad and made of aggregate material must have ACC approval of location and material, and must not serve as an egress of land. Location must be placed behind home build line, as out of view as possible, be under 1,200 sq feet on any developed two acre lot, and be contained so as not to encroach on neighbor's right to enjoy their land or park their cars in a dust free zone. Use of aggregate material will constitute an agreement to maintain it free from weeds, ruts, and thinning.

(H) Additional areas needing drought resistant landscape for erosion control may be approved by the ACC if it consist of non-dusting material such as whole rock, or crushed granite and is not designed, or used, for parking or egress of property.

(I) Shops and barns should not exceed 2400 square feet interior footprint, not including a lean-to, porch, or animal stall. All shop or barn wall heights should be 10-16 feet high. Open porches and décor motifs may face any direction; however, open walls which are primarily used to serve as storage area should not open to the front street view and requires ACC approval.

(J) Above ground pools are prohibited. Children's temporary play pools are allowed.

(K) Children's play structures, wooden playsets, forts, and swing sets are allowed. Permanent structures need ACC approval.

(L) Clothes lines are not allowed in view of any street.

(M) Solar Energy devices must be approved by ACC prior to installation, and are subject to the standards pursuant of Texas Property Code Section 202.010, or current law. Elements must be silver, bronze, or black tone. Device must be legal, and not violate public health or safety standard or cause unreasonable discomfort or annoyance to community. Placement must be approved by ACC and be below the fence line or out-of-site if ground mounted, and conform to the slope of the roofline if roof mounted.

(N) Standby Electric Generators will be allowed pursuant to Section 202.019 of Texas Property code, or current law, and installed in accordance with applicable governmental health, safety, electrical, and building codes. Placement must be approved by the ACC, located on side or rear of home, and screened from view of Front Street.

(O) Rain Harvesting Devices must be approved by the ACC before installation, and be installed pursuant to Section 202.007 (d) (6) of Texas Property Code, or current law. Harvesting device or appurtenances shall be located in an area approved by ACC and obscured from front and side street views. The Association may regulate the use of gravel, rocks, and cacti or screening around installation. Color must be consistent with the color of home.

(P) Portable toilets and other construction material must be removed before occupancy of any home.

(Q) Roofing materials must be approved by ACC and be a color that matches surrounding owners, to wit: driftwood, weathered wood, and other approved earth tone colors. Standard review is for composite/ laminated/ architectural shingles, metal roofing with look-a-like composition shingles, or standing seam metal roofs. Roof material may be accepted on a case-by-case basis and must be of good quality. Each application will be judged on its individual merits including size and shape of shingles, inches between seams, gauge of metal, colors, coating, warranty quality, reflective characteristics, and meeting traditional and/or ranch styling. Alternative singles may also be approved if they:

(A) Are designed primarily to:

1. be wind and hail resistant;
2. provide heating and cooling efficiencies greater than those provided by shingles described above.
3. provide solar generation capabilities; and

(B) When installed:

1. resemble the shingles used or otherwise authorized for use on property in the subdivision;
2. are more durable than and are of equal or superior quality to the composite shingles described above; and
3. match the aesthetics of the property surrounding the owner's property.

Any Owner who desires to install Alternative roof shingles will be required to submit information which will enable the ACC to confirm the criteria meets the criteria set."

Section 4.04 is deleted in its entirety and replaced with the following:

**"4.04.** No building shall be located on any lot nearer to 65 feet from the front Lot line to continue the conformity and harmony of area. No building shall be located nearer 30 feet from a side road. Setbacks are set by map for conjoining side and conjoining back property lines. 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 an portion of the building on any Lot to encroach upon another lot. If two or more Lots are consolidated into a building site, the setback requirements for the conjoining property line shall apply to the resulting building site as if it were one original, platted lot."



The following provision is added as the last sentence in section 4.05:

**"4.05. All lots must remain as parcels of two acres, or more."**

To correct typographical errors, the first sentence in Section 4.06 is hereby read as follows:

**"4.06. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown in on the Map."**

The following provision is added as the last sentence in Section 4.09:

**"Residents may display on their property one ground mounted political sign for each political candidate or ballot item. Placement must be no earlier than the 90<sup>th</sup> day before the date of the election to which the sign relates, and no later than the 10<sup>th</sup> day after the Election Day."**

Section 4.11 is deleted in its entirety and replaced with the following:

**"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 or garbage. When burning brush or wood, residents must follow Denton County Emergency Services burn permit regulations for unincorporated areas for outdoor burning."**

Section 4.13 is deleted in its entirety and replaced with the following:

**"4.13. No individual water-supply system designed for residential purposes shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of Black Rock Water Supply Corporation. Irrigation water wells may be permitted on a Lot with written approval from the ACC. Any irrigation water well must be screened from public view and in compliance with all applicable regulations and permitting agencies. No well may be nearer twenty-five feet (25') to another High Trinity Ridge Estates lot."**

To correct typographical errors Section 4.15 is hereby read as:

**"4.15. No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot in the triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street lines. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained to meet the sight line requirements set forth above."**

Section 4.16 is deleted in entirety and replaced with the following:

**"4.16. Livestock is limited to four (4) chickens and one (1) horse or cow per acre. No roosters, swine or other poultry of any kind shall be raised, bred, or kept on any Lot, except a reasonable number of dogs, cats, or other household pets, provided they are not kept to breed, or maintained for any commercial purpose. All animals must be kept fenced, and are not allowed to roam free, run at large, make objectionable noise,**

endanger the safety of others, or constitute a nuisance. Owners should notify board if using electronic fencing containments. Coops and Stable designs must be approved by the ACC, kept in a sanitary condition, be void of foul smell, and may not be constructed within twenty feet (20') of any High Trinity Ridge Estates neighbor."

Section 4.17 is deleted in entirety and replaced with the following:

**"4.17.** Fencing must be approved by ACC and will consist of post and horizontal rails (no vertical slats or pickets). Pipe and cable fencing is also acceptable. Approved materials are wood, steel pipe, iron and PVC. No-climb wire is permitted as a containment material. Privacy, stockade and chain link fences shall not be constructed in the subdivision. No fence, wall, bush, or hedge may cross in front of the build line of a residence or serve as a barrier or blockade of the residence. No fence shall be closer than twenty (20) feet to any street line."

Section 4.18 is deleted in entirety and replaced with the following:

**"4.18.** The following parking regulations have hereby been adopted, to-wit:

- (A) No truck over one ton, or bus, trailer, camper, boat, tractor, recreational vehicle, or equipment 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.
- ((B) No truck exceeding one ton, or bus, trailer, camper, boat, tractor, recreational vehicle, or equipment shall be parked in a driveway or in front of the build line of a house. Parking said vehicles on extended drives that surpass the garage and extend beyond the build line of home will be acceptable.
- (C) No commercial vehicles, trailers, commercial grade equipment, or heavy equipment shall be parked on any lot unless approved by the ACC and used only for residential purposes.
- (D) Visitor's automobiles and Recreational Vehicles may be parked temporarily for a period not to exceed 72 hours in a one month period.
- (E) Dual purpose residential / commercial vehicle use is limited to 2 per lot parked outside of enclosed garage, and may not exceed one ton in weight. For this Declaration, "commercial vehicle" shall be defined as, but not limited to, any car, truck, SUV, pickup, van, bus, trailer, camper, boat, tractor, wagon, taxi, business equipment, or automobile marked with business insignia, or used primarily for business or other commercial purposes, as distinguished from vehicles used primarily for the transportation of persons within the household, other than for hire, or other than for business or commercial purpose.
- (F) Each Lot is limited to a total of six (6) vehicles parked on property, street, drive, parking pad, or lot without written approval of the ACC. This is inclusive of cars, trucks, bus, trailers, campers, boats, tractors, recreational vehicles, machinery or equipment. Additional vehicles are allowed, but only if kept in a fully enclosed garage or shop. For purpose of this Declaration, a water vehicle loaded on a trailer will be viewed as one vehicle.



(G) No motor vehicle of any type shall be permitted to remain outside an enclosed garage in a Non-operating or wrecked condition for more than thirty (30) days in any calendar year. Any such vehicle which does not display current and valid license plates, and safety inspection sticker may be deemed to be in a 'non-operating condition.' Vehicles deemed to be unsightly shall be removed or concealed in an enclosed shop or garage."

Section 4.19 is deleted in entirety and replaced with following:

**"4.19.** No game hunting of any kind, violators will be prosecuted to the fullest extent of the law."

The following provisions are hereby added to Article 4 of the Declaration, as a new paragraph 4.191:

**"4.191.** No hazardous material designed for commercial use may be stored on any part of the property. All other manufacturing equipment, storage, bulk supplies, and materials related to the operation of a home business shall be concealed in an enclosed home or garage, fully out of sight of all neighbors."

The following provisions are hereby added to Article 4 of the Declaration as a new paragraph 4.192:

**"4.192.** Home occupations, home businesses, and Homeowner's commercial or professional activities must follow the adopted community regulations, to-wit:

- (A) the existence or operation of the business activity may not be apparent or detectable by sight, sound, or smell from outside the home; and
- (B) the business activity conforms to all zoning requirements for the lot; and
- (C) the activity does not involve visitation to the home by clients, customers, suppliers, employees, or other business invitees (or only involves an irregular and nominal level of such visitations, such as may be seen in UPS and FedEx deliveries), as is determined in the sole discretion of the Board; and
- (D) there is no signage or other advertising with the business name or anything about the business on the exterior of the home or lot; and
- (E) the business activity is consistent with the residential character of the neighborhood and does not constitute an offensive use, nuisance, hazard, or security threat to neighbors; and
- (F) the business does not increase the number of vehicles parked on the street or on the lot, outside of the allowable two vehicles permitted as dual use, which must be registered to the homeowner. "

Section 4.20 is deleted in its entirety and replaced with following:

**"4.20.** No poles, masts, antennas, or satellite dishes of any type, size, or height shall be installed on any Lot without approval of the Architectural Control Committee. Pursuant to Section 202.012 of Texas Property Code, the United States Flag, Texas Flag, and Official Flag of any branch of the US Armed Force will be allowed. All flags are to be flown in compliance with the Government Code. One flag pole per lot will be permitted,

but must not exceed 20 feet in height. The flag and the flagpole on which it is flown must be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced, or removed."

The following provision is added as the last sentence in section 4.21:

**"4.21. "Window air conditioners are prohibited."**

Section 4.22 is deleted in its entirety and replaced by the following:

**"4.22. All lots must be kept in a groomed, clean, neat and attractive condition consistent with the community wide standard, to-wit:**

(A) Within six (6) months of completion of home construction, the homeowner shall install landscaping. Landscaping shall include placement of sod in the front yard and planting of shrubs, flowers, or plants along the front of Home's foundation.

(B) Members shall keep grass and weeds mowed and trimmed such that they do not grow taller than twelve inches (12") in height. This rule includes the ditches and curb areas surrounding each lot. Grace periods will be extended when weather prevents such maintenance.

(C) Homeowners may choose a variety of trees, grass, shrubs, bushes, flowers, and flower bed mulch without review from Architectural Control Committee; however, If the primary landscaping between residence and street does not contain eighty percent (80%) common variety of grass/sod that is consistent with neighborhood, then ACC approval will be needed.

(D) No shrub, gate, fence, wall or trees shall be used to block or barricade the front build line or view of home, or intersection sight lines.

(E) Wooded landscape may be left in their natural state, behind the back build line of home on developed lots, and on any area of undeveloped 2 acre lots.

(F) All grading of lots, or use of aggregate material, such as concrete, rock, stone, gravel, and crushed granite will require Architectural Control Committee approval. Small rocks used in a plant bed within a 5 foot (5') perimeter around exterior of home, does not required ACC approval.

(G) Fountains, statues, and yard art over 4 feet in height or width, that are visible to front or side street must be approved by ACC."

To correct typographical errors, the first two sentences in ARTICLE 5, Section 5.02, is hereby read as follows:

**"5.02. An underground electrical distribution system shall be installed to serve all Lots in the subdivision. The Owner of each Lot, at his own cost, shall furnish, install and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) an underground service cable and appurtenances from the meter installed on the Lot by the electric company to such point as maybe designated by the company on the property line of the Lot."**



To correct typographical errors, the first two sentences of Article 6, Section 6.03, is hereby read as follows:

**"6.03.** The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration."

The first sentence in section 6.04 is revised to be read as follows:

**"The owner of each two acre lot shall have one vote."**

To correct typographical errors, subparagraph (j) and (k) in section 6.05 are hereby read as follows:

**"(j)** To hold hearings and determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.

**(k)** To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings."

Section 7.01 is deleted in entirety and replaced with the following:

**"7.01.** A violation of this Declaration, or any rule or regulation of the Association shall authorize the Association, Board, or its agent to impose a suspension of voting rights, and/or reasonable fines at their sole discretion given the nature, frequency, and severity of the violation, but not to exceed fifty dollars (\$50.00) for the first violation after opportunity to cure, if curable. Subsequent violation of the same provision/rule/nature within six (6) months of the first violation, or a violation ongoing in nature may be assessed a fine not to exceed one hundred dollars (\$100) per violation, per day. Violations hazard to the health or safety of neighborhood residents, or in violation of a law, may result in legal action without prior notice, and an immediate fine up to two hundred dollars (\$200) per day. The Association reserves the right to file a suit for the recovery of damages, court cost, attorney fees, injunctive relief, specific performance, liens, and other reasonable fees and compliances. Failure of the Board to enforce any provision of the declaration shall not operate as a waiver of the right of the board to do so thereafter. If a violation is found to exist, the board's right to proceed with listed remedies shall become absolute."

The following provisions are hereby added to Article 7 of the Declaration, as a new paragraph 7.011.

**"7.011.** Before the Association may levy a fine for a violation of the Declaration or Bylaws or Rules of the Association, file a suit against an Owner, other than a suit to collect a Regular Assessment or Special Assessment, or foreclose under the Association's lien, or charge an Owner for property damage, the Association or its agent must give written notice to the Owner by certified mail. When the notice is placed into the care and custody of the United States Postal Service, notice shall be deemed as given. Failure to retrieve certified mail from the Post Office is not grounds for appeal or reprieve. Notices to Owner:

(A) Must describe the violation or property damage that is the basis for the suspension, action, charge, or fine and must state any amount due the Association from the Owner. Except as provided by subsection (B) of this section, all Violation notices must inform the owner that:

- (1) the owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension if the violation is of "curable nature," does not pose a threat to public health or safety, and has not previously had a opportunity to cure a similar violation within the preceding six months;
- (2) the owner may send a written request for a hearing on or before the thirtieth (30<sup>th</sup>) day after the date the notice was mailed to the owner;
- (3) the owner may have special rights or relief related to the enforcement action under federal law, including the Service members Civil Relief Act (50 U.S.C. app. §§ 501–596) if the Owner is serving on active military duty.
- (4) the Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the association relating to collecting amounts, including damages, due the association for enforcing restrictions or the bylaws or rules of the association. These fees may begin to incur at the conclusion of the hearing, if properly requested, or at the date which owner must request a hearing.

(B) do not apply if the association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. Moreover, notices and hearing provisions do not apply if acts are of incurable nature, or if Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months. For the purpose of this Declaration acts considered to be of curable nature include, but are not limited to, parking violations, maintenance violations, the failure to construct improvements or modifications in accordance with approved plans and specifications, or an ongoing noise violation such as a barking dog. For purposes of this Declaration, a violation is considered incurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. Not repeating a one-time violation or other violation that is not ongoing is not considered an adequate remedy."

The following provisions are hereby added to Article 7 of the Declaration, as a new paragraph 7.012.

**"7.012.** If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter at issue before the Board. The Association must hold a hearing under this provision not later than the thirtieth (30<sup>th</sup>) day after the date the Board receives the Owner's written request for a hearing, and must notify the Owner of the date, time, and place of the hearing not later than the tenth (10<sup>th</sup>) day before the date of the hearing. The Board or the Owner may request a postponement, and if requested, a postponement will be granted for a period of not more than ten days. Additional

postponements may be granted by agreement of all parties. If a hearing is not properly requested in writing by the Owner, the violation must be cured within the time frame set forth in the certified letter."

The following provisions are hereby added to Article 7 of the Declaration, as a new paragraph 7.013.

**"7.013.** Owners are personally responsible for the payment of any fine assessed against Owner's Lot, including any fine that has resulted from a renter, lessee, or visitor to that lot."

The following provisions are hereby added to Article 7 of the Declaration, as a new paragraph 7.014.

**"7.014.** If an Owners account is delinquent in paying any dues or fines, the Association, or their agent, may assess a late fee up to ten percent (10%), or ten dollars (\$10), per month, whichever is greater. In addition, the Board may suspend the right of the delinquent owners to vote which is appurtenant to the Lot. Suspension does not constitute a waiver or discharge of the Owners obligation to follow the Declaration, rules and regulations of the community, or pay assessments."

To correct typographical errors, Section 7.02 is hereby read as follows:

**"7.02.** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect."

To correct typographical errors, Section 7.03 is hereby read as follows:

**"7.03.** "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 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."

Section 7.04 is deleted in entirety and replaced with the following:

**"7.04.** The covenants, conditions, and restrictions of the original Declaration of Covenants, Conditions, and Restrictions for Residential, combined with this High Trinity Ridge Estates First Amended Declaration of Covenants, Conditions, and Restrictions shall be effective for a term of twenty (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 ten (10) years, subject to termination by an instrument signed by at least sixty-seven percent (67%) of the Owners. The covenants, conditions, and restrictions of the Declaration may be amended by an instrument signed by at least sixty-seven percent (67%) of the Owners. Neither any amendment, nor any terminations, shall be effective until recorded in the deed records of Denton County, Texas."

This Declaration is thus adopted and executed this 15 day of Nov, 2019, at Aubrey, Texas and certified by the President and Secretary of the Association.

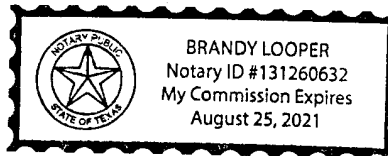
By: Leslie Reynolds Paylor  
Leslie Reynolds Paylor,  
President  
High Trinity Ridge Estates Homeowners Association

ACKNOWLEDGEMENT  
STATE OF TEXAS  
COUNTY OF DENTON

This instrument was acknowledged before me on 11/15/19 by Leslie Reynolds Paylor, President of High Trinity Ridge Estates Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.

(Seal)

Brandy Looper  
Notary Public, State of Texas



Attest:

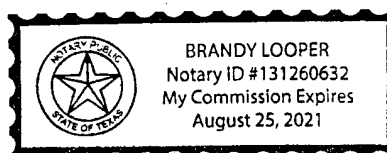
Steve Krysil  
Steve Krysil  
Treasure

High Trinity Ridge Estates Homeowners Association

This instrument was acknowledged before me on 11/15/19 by Steve Krysil, Treasure of High Trinity Ridge Estates Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.

(Seal)

Brandy Looper  
Notary Public, State of Texas



Return to:  
HTRE HOA  
7601 Bruce Rd  
Aubrey TX 76227



# Exhibit A

This Deed is being re-filed to add the additional plat reference  
All other terms and conditions remain the same.

## **Declaration of Covenants, Conditions, and Restrictions for Residential**

### **Preamble**

This Declaration of Covenants, Conditions, and Restrictions is made on December 8, 2004, at Aubrey, Texas, by William B. Dugas and Donna Dugas, collectively referred to as "Declarant", whose mailing address is 5932 Wildcat Road; Aubrey, Texas 76227.

### **Recitals**

1. Declarant is the owner of all that certain real property ("the Property") located in Denton County, Texas, described as follows: all lots, streets, alleys, common areas, and easements of High Trinity Ridge Estates, Section Two an addition to Denton County, Texas, being 37.331 acres out of the Aaron Calvin Survey, Abstract No. 306, Denton County, Texas, all as set forth in the final plat recorded in Cabinet V, Plat Records of Denton County, Texas. Page 946 & 945

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 provides a common scheme of development designed to protect and safeguard the Property over a long period.

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 successors and assigns who acquire more than 50% of all lots that are unsold at any given time from Declarant for the purpose of development.

##### **Lot**

1.02. "Lot" means any of the plots of land shown on the plat and subdivision map recorded in Volume Cabinet V at Page 946 & 945 of the Plat records of Denton County, Texas (the "Map"), on which there is or will be built a single family dwelling.

##### **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 a person who is a, licensed architect, landscape architect, licensed general contractor, or city planner, or member of the Board.

##### **Common Area**

1.05. "Common Area" means the entire Property except the Lots, subject to all easements and rights described in this Declaration.

## **Association**

1.06. "Association" means an incorporated association consisting of all Owners, which shall have the duty of maintaining, operating, and managing the Common Area, streets, drainages, and easements as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.

## **Board**

1.07. "Board" means the Board of Directors of the Association.

## **ARTICLE 2**

### **Architectural Control**

#### **Architectural Control Committee**

2.01. Developer shall designate and appoint an Architectural Control Committee consisting of not less than three qualified persons, which shall serve at the pleasure of the Developer. After the Developer no longer owns any Lot, the Architectural Control Committee shall serve at the pleasure of the Board].

#### **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**

2.05. If the Architectural Control Committee fails either to approve or reject an application for proposed work within 45 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 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 stories in height, with a private garage for not more than four automobiles and at least two 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.

### 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 twenty-five hundred (2500') square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior building design shall be approved by the Architectural Control Committee and the Developer. \_\_\_\_\_ [specify, e.g., of ranch or Spanish styling or character]. The exterior walls of any residence shall consist of not less than \_\_\_\_\_ [number] percent masonry construction. All roofs shall be constructed of fireproof materials consisting of \_\_\_\_\_ [specify, e.g., unglazed, burnt orange-colored, Spanish type tile]. All exterior colors, textures, and materials must be compatible not only with this specified design motif but also with adjacent and surrounding Lots, and over-all community appearance.

### 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 the minimum building setback lines shown on the Map. No side yards at the front building setback line shall be less than seventy-five feet, except that a \_\_\_\_\_ [number] foot side yard shall be permissible for a garage or other permitted accessory building located seventy-five feet or more from the front property line. 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.

### Resubdivision or Consolidation

4.05. No Lot shall be resubdivided or split except as follows. Any person owning two or more adjoining Lots may subdivide or consolidate those Lots into one 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 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 Development and Mining Prohibited**

4.10. No oil 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 derricks or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any 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.

#### **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 Denton County Health Department. 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 Black Rock Water Supply Corporation.

#### **Slope Control Areas**

4.14. Slope control areas are reserved as shown on the plat as drainage easements. Affected Lots are as shown on the Map. Within these slope control areas, no structure, planting, or other material shall be placed or shall be permitted to remain and no other activities shall be permitted to be undertaken that may damage or interfere with established slope ratios, create erosion or sliding problems, change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The slope control areas of each affected Lot, and all improvements located in those areas, shall be maintained continuously by the owner of the affected Lot, except for those improvements for which a public authority or utility company is responsible.

#### **Sight Distance at Intersections**

4.15. No fence, wall, or other obstruction to sight lines that obstructs sight lines at elevations between two and six feet above the roadway shall be placed or shall be permitted to remain on any corner lot in the triangular area formed by the street property lines and a line connecting the corners 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained to meet the sight line requirements set forth above.

#### **Animals**

4.16. No animals; Livestock is limited to one horse or cow per acre and no swine or poultry of any kind shall be raised, bred, or kept on any Lot, except that 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.

#### **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 hunting of any kind, violators will be prosecuted to the fullest extent of the law. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

#### **Poles, Masts, and Antennas**

4.20. No poles, masts, antennas, or satellite dishes of any type, size, or height shall be installed on any Lot unless within the envelope of a building approved by the Architectural Control Committee.

#### **Water Softeners and Air Conditioning Equipment**

4.21. No water softener shall be installed or used that discharges effluent brine into the sewage system. Location, type, and screening of water softeners and air conditioning units shall be first approved by the Architectural Control Committee before installation or use.

#### **Landscaping**

4.22. Each Owner shall spend an initial sum of not less than five percent of the total cost of acquiring the building site and constructing a residence for ornamental plants, trees, shrubs, ground cover, lawns, and flowers. All plantings shall be low-water usage species from a list approved by the Architectural Control Committee.

### **ARTICLE FIVE**

#### **Easements**

##### **Reservation of Easements**

5.01. All easements and all alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.

##### **Underground Electrical System**

5.02. An underground utility distribution system shall be installed to serve all Lots in the subdivision. The Owner of each Lot, at the Owner's cost, shall furnish, install, and maintain (all in accordance with the requirements of local governmental authority and the National Electrical Code) an underground service cable and appurtenances from the meter installed on the Lot by the electric company to such point as may be designated by the company on the property line of the Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner, at the Owner's cost, shall install, furnish, and maintain a meter loop (in accordance with then-current standards and specifications of the electric company) for the residence constructed on the Lot. For as long as underground service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current.

### **ARTICLE SIX**

#### **Association**

##### **Creation**

6.01. The Owners shall constitute the Association. Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

#### **Transfer of Membership**

6.02. Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

#### **Management of Association**

6.03. The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration.

#### **Membership Voting, Elections, and Meetings**

6.04. Each Owner shall have one vote. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of three directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

#### **Duties and Powers of Board**

6.05. Through the Board, the Association shall have the following powers and duties:

- (a) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (b) To enforce this Declaration, the bylaws, its rules and regulations.
- (c) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board.
- (d) To delegate its powers to committees, officers, or employees.
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Developer.
- (g) To establish and collect special assessments for capital improvements or other purposes.
- (h) To file liens against unit owners because of nonpayment of assessments duly levied and to foreclose on those liens.
- (i) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- (j) To hold hearings and determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- (k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.
- (l) To hold regular meetings of the Board at least quarterly.
- (m) To manage and maintain all of the Common Area in a state of high quality and in good repair.
- (n) To pay taxes and assessments that are or could become a lien on the Common Area.
- (o) To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board.

### **ARTICLE SEVEN**

#### **General Provisions**

### Enforcement

7.01. The Developer or the Association 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

7.02. Invalidation 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

7.03. 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

7.04. 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 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the deed records of Denton County, Texas, and all requisite governmental approvals, if any, have been obtained.

### Attorneys' Fees

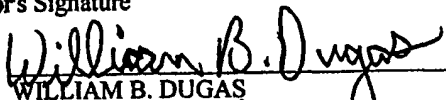
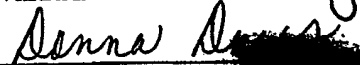
7.05. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

### Liberal Interpretation

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

This Declaration is executed this 8th day of December, 2004, at Aubrey, Texas.

Grantor's Signature

  
WILLIAM B. DUGAS  
  
DONNA DUGAS

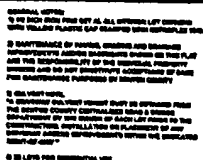
AFTER RECORDING RETURN TO:

WILLIAM B. DUGAS & DONNA DUGAS  
25932 Wildcat Road  
Aubrey, TX 76227





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