

DENTON COUNTY - THE RANCHETTES AT OLIVER CREEK - F.M. 1384 & JIM BAKER RD. LOT 21

North



F.M. 1384
shared access
drive
Lot 21
+/-3 ac

F.M. 1384

Jim Baker Rd.

Justin, TX
+/-5.2 miles



+/-3 ACRE LOT FOR SALE | Northwest of Justin, TX **SELLER FINANCING AVAILABLE**

GRANT BRODEUR, CCIM • 817.680.7171 • grant@thornberryland.com
BOBBY KEARNS • 214.897.7333 • bobby@thornberryland.com

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THORNBERRY
LAND COMPANY

9457 Thornberry Lane | Dallas, Texas 75220

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LOT 21 -THE RANCHETTES AT OLIVER CREEK - F.M. 1384 & JIM BAKER RD.



**NEWLY INSTALLED
SHARED-DRIVEWAYS**



Property Description

- Agriculturally-exempt lot outside the city limits of Justin, TX
- Located within Northwest I.S.D.
- No H.O.A., but deed restrictions are in place and are included in this flyer
- Electric available at the road with Buyer installing water well & septic system
- Construction has finished on shared-driveways for lots fronting F.M. 1384
- Each lot has been surveyed or platted

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Declaration of Covenants, Conditions, and Restrictions
for The Ranchettes at Oliver Creek

Preamble

This Declaration of Covenants of Covenants, Conditions, and Restrictions (hereafter the "Covenants") is made on this 7th day of December 2022, at Dallas, Texas, by The Ranchettes at Oliver Creek, LLC, a Texas limited liability company (the "Declarant"), whose mailing address is 11700 Preston Road Suite 660-510, Dallas, TX 75230.

RECITALS:

WHEREAS, Declarant is the owner of all that certain real property located in Justin ETJ & Denton 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 at Oliver Creek;"

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 The Ranchettes at Oliver Creek, LLC and its successors and assigns. No person or entity purchasing one or more lots from The Ranchettes at Oliver Creek, 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.

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

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

"Plat" means the lots of The Ranchettes at Oliver Creek located in the ETJ of Justin, Texas, and any replat of or amendment to the Plat made in accordance with these Covenants.

"Exhibit A" means the tracts of The Ranchettes at Oliver Creek located in Denton County, Texas, and any replat of or amendment to Exhibit A made in accordance with these Covenants.

"Property" shall mean and refer to all existing properties as are subject to these Covenants as described on the Plat and Exhibit "A". The Property shall include Lots 1-22 and Tracts 1-6.

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

"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, Tracts and Residences (defined herein). All Owners and other occupants of the Lots/Tracts by their acceptance of their deeds, leases, or occupancy of any Lot/Tract 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/Tract.

Plat

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

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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/Tracts 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/Tract, 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/Tract, 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 Justin, if improvements are located within Justin ETJ, 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/Tract, 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/Tracts shall be used for single-family residential purposes only, and no business, professional, or other commercial activity of any type shall be operated from

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or out of any Residence or accessory structure situated on any Lot/Tract. Without in any manner limiting the foregoing, no church, duplex or multifamily structure, or commercial building shall be placed or permitted on any Lot/Tract or portion of any Lot/Tract, nor shall any Lot/Tract 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/Tract with a private enclosed garage(s) for at least two (2) automobiles on a Lot/Tract. 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/Tract 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/Tract or one hundred fifty feet (150') from the front line of any Lot/Tract, 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/Tract. No structure of a temporary character, trailer, basement, tent, shack, barn or any other accessory structure shall be used on any Lot/Tract at any time as a residence, either temporarily or permanently.

Minimum Floor Space

5.03 Each Residence constructed on a single Lot/Tract 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/Tract 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/Tract 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/Tract 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/Tracts, to construct and maintain signs advertising the sale of Lots/Tracts.

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/Tract. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot/Tract. 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/Tract. 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/Tract.

Trash and Garbage; Storage

5.08 No Lot/Tract 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/Tract 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 need to receive proper permits and must conform and be in compliance with all rules and regulations of the State of Texas, City of Justin, Denton 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/Tract 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/Tract. The same separation measurement shall apply to adjoining Lots/Tracts.

Removal of Dirt

5.10 Digging dirt or the removal of any dirt from any Lot/Tract 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/Tract caused by any water levels, rising waters, or drainage waters. After building construction, all Lots/Tracts 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/Tract. Domestic animals, including dogs and cats, are permitted and dogs must be leashed when outside the boundaries of the Owner's Lot/Tract. No more than two (2) head of cattle or two (2) horses are permitted on a single Lot/Tract, 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/Tract exceeding 10 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/Tract except in a closed garage or within

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the fenced, walled or enclosed portions of such Lot/Tract 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/Tract 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/Tract.

Water Well

- 5.16 Each Owner may drill one domestic water well per Lot/Tract. All domestic water wells need to receive proper permits, must conform and be in compliance with all rules and regulations of the State of Texas, City of Justin, Denton County and other governmental authority or agency having jurisdiction over the construction, installation and maintenance of the wells, and must be approved by the Declarant or the ACC. 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/Tract. The septic system on each Lot/Tract shall be located at least one hundred fifty linear feet (150') from the site of any water well on said Lot/Tract.

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. Invalidity 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.

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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/Tract 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/Tract, 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 with the City of Justin and in the office of the County Clerk of Denton 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 Denton 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.

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Severability

7.03 Invalidation 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 Denton 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/Tract in reliance on one or more of these Covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot/Tract, 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, THE RANCHETTES AT OLIVER CREEK, LLC, has caused this instrument to be executed as of this 7th day of December 2022, at Dallas, Texas.

DECLARANT:

The Ranchettes at Oliver Creek, LLC, a
Texas limited liability company

By: 

David Portnoy

Its: Managing Member

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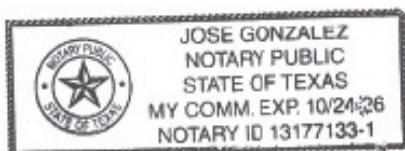
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ACKNOWLEDGMENT

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

Before me the undersigned notary authority, a Notary Public in and for the State of Texas, on this day personally appeared David Portnoy, Managing Member of The Ranchettes at Oliver Creek, 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 7th day of December 2022.




 Notary Public of Texas

**AFTER RECORDING RETURN TO:
 DECLARANT**

11700 Preston Road
 Suite 660-510
 Dallas, Texas 75230

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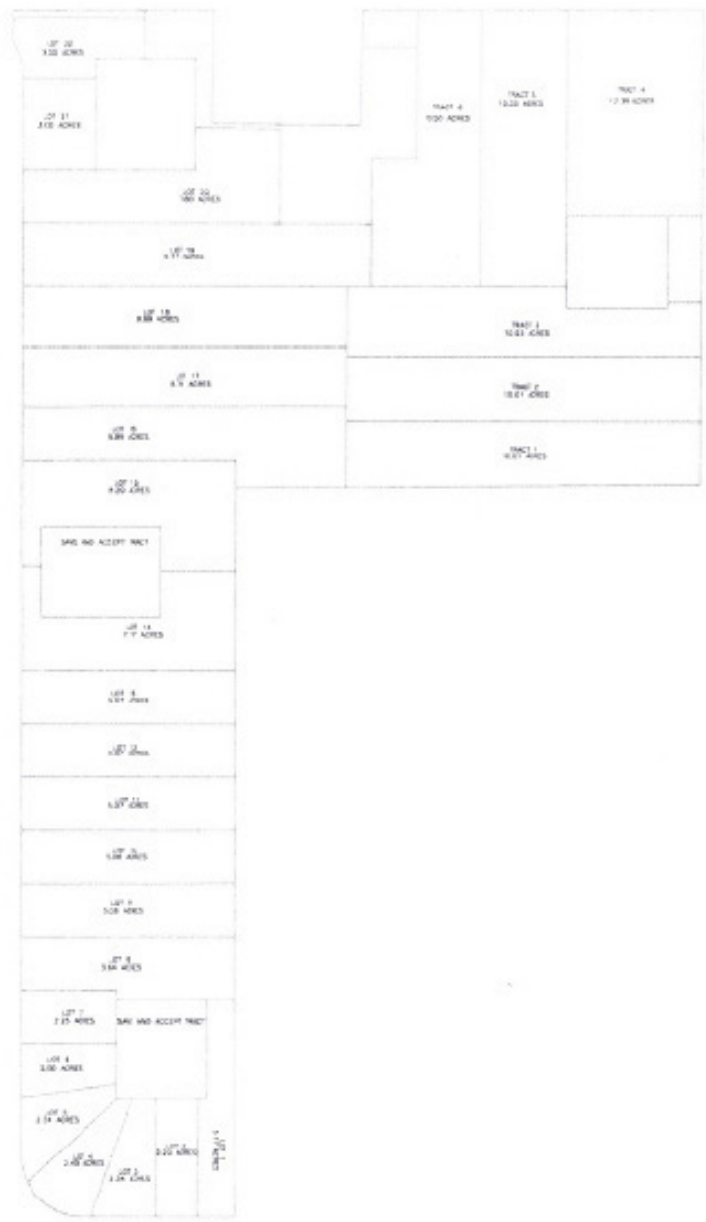
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Exhibit "A" - Property Aerial



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Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-2-2015



TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Thornberry Land Company, LLC	9014904		
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Grant Brodeur	0514486	grant@thornberryland.com	817-680-7171
Designated Broker of Firm	License No.	Email	Phone
Bobby Kearns	0712210	bobby@thornberryland.com	214-897-7333
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

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