

**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
TAYLOR RANCH SUBDIVISION**

Date: June 23, 2023

Declarant: CC Capital Holdings, LLC, a Texas limited liability company

Declarant's Address: 208 North Main Street, Suite 100 Weatherford, Texas 76086

Subdivision: Taylor Ranch Subdivision

Restrictive Covenants: All of the covenants, conditions, and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Taylor Ranch Subdivision recorded as Instrument Number 202235388, Official Public Records, Parker County, Texas.

Property:

The real property more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

WHEREAS, Declarant is the developer of and the sole Owner of the Subdivision located in the City of Springtown, Parker County, Texas, as shown by Plat recorded in Plat Cabinet F, Slide 343, Plat Records, Parker County, Texas; and

WHEREAS, Declarant, by the Restrictive Covenants, imposed on the Subdivision all those certain covenants, conditions, restrictions, and easements set forth therein; and

WHEREAS, Section 6.05 of the Restrictive Covenants provides the terms of the Restrictive Covenants can be amended by an instrument signed by at least 75% of the Owners within the Subdivision, which said instrument must be filed of record in the Official Public Records of Parker County, Texas; and

WHEREAS, the undersigned Owner, representing at least 75% of the Owners within the Subdivision, wish to amend the Restrictive Covenants as set forth herein;

NOW, THEREFORE, the undersigned Owner hereby amend the Restrictive Covenants as follows:

1. Section 4.01 of the Declaration is amended in its entirety to read as follows: *Restricted Use – Single-Family Residential.*
 - (a) Lots 1-15 shall be used for single family residential purposes only. However, Developer or Builder 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 lots or residences on the Property.
 - (b) No building shall be erected, altered, or permitted on any Lot other than one detached single-family dwelling, with a private garage for at least two (2) automobiles, but not more than five (5) automobiles, with side, front or rear facing doors, and approved out buildings. If an Owner desires to build a home without an attached garage, Owner must submit plans including an appropriate outbuilding for the storage of automobiles and

equipment of the Owner such that the residence appears to be neat and orderly in appearance from the street and other Owner's residences. No building shall be constructed until approved by the Plan Reviewer. No mobile homes or home trailers shall ever be permitted on the Lot, either temporarily or otherwise. However, Developer or Builder shall have the right during construction and sales period to construct and maintain such facilities (including mobile units) as may be reasonably necessary or convenient for its business of constructing and selling Lots and homes on the Property, including but not limited to, offices and storage areas.

2. Section 4.02 of the Declaration is amended in its entirety to read as follows: Design, Minimum Floor Area, and Exterior Walls. Any primary single-family residence constructed on a Lot must have a minimum floor area (air-conditioned interior living space) of not less than the one thousand seven hundred square feet, (1,700 square feet), exclusive of open or screened porches, eaves, terraces, patios, driveways, carports, outbuildings and garages. Developer reserves the right and Plan Reviewer shall also have the power to grant variances to this minimum square footage requirement if a home is to be built by a property owner which will contain at least ninety percent (90%) of the minimum square footage required under this covenant. The exterior walls of any residence shall not consist solely of siding products. If siding is to be used as the primary exterior sheathing, stone accents must be included to meet Plan reviewer requirements. All exterior colors, textures, and materials must be as submitted according to Article II and approved by the Plan Reviewer.
3. Section 4.06 of the Declaration is amended in its entirety to read as follows: Driveways. (a) Culvert sizes are to be determined by the County Commissioner, or by a licensed Civil Engineer at the request of the County Commissioner. Owner or Owner's Builder shall consult with the County Commissioner before installing the culvert. (b) For all Lots between the paved portion of the County road and the front Lot line, (the "Approach"), Lot Owner shall construct a concrete driveway which shall be at least 20' wide, not including the tapered concrete edges around the culverts. (c) For all Lots between the concrete Approach and the residence, Lot Owner shall construct a hard surface (concrete, base, or blacktop) driveway for vehicular access to the parking area. Materials and specifications of the driveway shall be approved by Plan Reviewer.

The amendment of the Restrictive Covenants set forth above shall be deemed to be a part of and shall be interpreted in accordance with the Restrictive Covenants. All provisions of the Restrictive Covenants not amended hereby are hereby ratified and confirmed in each and every respect and shall continue in full force and effect pursuant to the terms of the Restrictive Covenants.

IN WITNESS WHEREOF, the undersigned, representing not less than 75% of the Owners within the Subdivision subject to the terms of the Declaration, for the purpose of acknowledging their consent and approval to the amendment of the Declaration have executed this instrument to be effective upon filing of record in the Official Public Records of Parker County, Texas.

DECLARANT:

CC Capital Holdings, LLC

By: _____
Taylor Christian, Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF PARKER §

This instrument was acknowledged before me on this the 23rd day of June 2023, by Taylor Christian, Manager of CC Capital Holdings, LLC, a Texas limited liability company, on behalf of said company.

[SEAL]

Notary Public, State of Texas

My commission expires: _____