

**DECLARATION OF RESTRICTIVE COVENANTS OF THE SADDLECREST ESTATES
SUBDIVISION, PHASES 1 AND 2 AND SUBSEQUENT PHASES**

Date: June 11, 2021 Basic Information

Declarant: CRV Investments, LLC

Declarant's Address: 908 South Main Street, Suite H, Weatherford, TX 76086

Property: Attached hereto as Exhibit "A"

Definitions

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means CRV Investments, LLC, a Nevada Corporation, and any successor that acquires unimproved Lots or real property adjacent to the Property owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a Lot on the Plat, excluding Lots that are part of the Common Area.

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

"Plat" means any Plat of the Property recorded in the property records of Parker County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

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

"Single Family" means a group of individuals related by blood, adoption, or marriage or a maximum of three (3) unrelated roommates.

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

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

DECLARATION OF RESTRICTIVE COVENANTS OF THE SADDLECREST ESTATES SUBDIVISION, PHASES 1 AND 2 AND SUBSEQUENT PHASES

ARTICLE I DEFINITIONS

1. Developer: "Developer" means and refers to CRV Investments, Limited Liability Company, its successors and assigns.
2. Improvement: "Improvement" means every structure and all appurtenances of every type and kind, including but not limited to buildings, outbuildings, patios, storage buildings, barns, garages, decks, stairs, retaining walls, screening walls, fences landscaping are or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, antennas, towers, satellite dishes, or any other sound or data receivers or transmitters. The term "Improvement" excludes the interior of each residence, guest quarters, barn or other approved building and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the buildings is not affected by the interior improvement.
3. Member: "Member" means and refers to every current Owner of a lot.
4. Owner: "Owner" means and refers to the record owner, whether one or more persons or entities of the fee-simple title to any Lot(s), but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term, "Owner" shall also refer to the heirs, successors, and assigns of any Owner. The Developer shall not be deemed an Owner.
5. Plat: "Plat" means any Plat of the Property recorded in the property records of Parker County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.
6. Road: "Road" or roads means property, or any road located withing the Subdivision which has been dedicated for the purpose in ingress and egress through the Subdivision for the benefit of the property Owners.
7. Recreation Vehicle or RV: "Recreational Vehicle", either towed or self-propelled.
8. Subdivision: "Subdivision" means SaddleCrest Estates Subdivision as shown on the Plat and any land annexed as provided for herein.
9. Tract or Lot: "Tract" or "Lot" mean the individual tracts of land, or lots identified on the Plat or any amendments thereto.

ARTICLE II RESERVATION, EXCEPTIONS, CLAUSES AND DEDICATIONS

1. **Property Subject to Restrictions:** The Subdivision, including all the individual Tracts, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title, or interest therein, or any part thereof and shall inure to the benefit of each owner thereof. Developer imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.
2. **20' Utility and Drainage Easement:** The subdivision and each Tract shall be subject to the easements reserved herein and favor of the Association, the Tract Owners and the utility companies. A utility and drainage easements measuring twenty feet (20') in width is reserved along the front of each Tract. A building and utility easement measuring ten feet (10') in width and centered on the common boundary line that any Tract in the Subdivision shares with another Tract is reserved. A building line and utility easement five feet (5') in width is reserved along all rear Lot lines of each Lot unless the Lot is on the

DECLARATION OF RESTRICTIVE COVENANTS OF THE SADDLECREST ESTATES SUBDIVISION, PHASES 1 AND 2 AND SUBSEQUENT PHASES

perimeter boundary lines of the Subdivision and these Lots will have a utility and building easement of ten feet (10') in width. The utility and drainage easements shall be used for the constructions, maintenance, and repair of utilities and drainage, including but not limited to, electrical systems, telephones, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of the Tract Owners. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility and drainage easements in the Subdivision may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Tracts. The Developer reserves the right to grant specific utility easements without the joinder of any Tract Owner to public utility providers within the boundaries of any easements herein reserved. Any utility company serving the Subdivision shall have the right to enter upon any utility and drainage easement for the purpose of installing, repairing and maintaining their respective facilities. Neither the Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents, or employees to fences, shrubbery, trees and lawns or any other property of the Tract Owners located within the easements.

3. **Utilities Required:** All utilities installed or constructed which are located from the roadway to the main dwelling, guest house, barn or any approved improvement on the Tract shall be located underground.
4. **Construction of improvement on Utility, Road, and Drainage Easements:** No building or walls shall be located over, under, upon or across any portion of any utility, road or drainage easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, landscaping, fences and similar improvements across any utility, rod and drainage easement. And shall be entitled to cross such easements at all times for purpose of gaining access to and from such Tracts, provided, however, any concrete drive, landscaping, fencing, or similar improvement placed upon any utility, road or drainage easement shall be constructed, maintained and used at the Owner's risk and each Tract Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on Owner's Tract.
5. During the Development Period, only the Declarant, or persons expressly authorized by Declarant, or to whom Declarant grants all or a portion of its rights in the Easement ("Easement holder") may use an Easement for access, or for the installation of facilities. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement that arises from the use of the Easement by the Declarant or the Easement holder for the purpose of the Easement.
6. Any provision in the Governing Documents to the contrary notwithstanding, the Developer reserves the right, during the Development Period, to facilitate the development, construction and marketing of the Subdivision, to direct the size, shape, and composition of the Subdivision, and to amend this Declaration. These rights are in addition to all other rights afforded to the Developer by the Governing Documents and take precedence over any conflicting provisions in the Governing Documents.
7. The Plat, Easements, and all matters shown of record affecting the Property are a part of this Declaration and are incorporated by reference.
8. Entrance monuments constructed on Lots two, three, seventeen and eighteen shall remain for a minimum of twenty-five (25) years and shall be maintained by respective property owner in which the entrance monument(s) reside. During the development phase, Developer shall be responsible for maintenance and have reasonable access for the construction or maintenance.

**DECLARATION OF RESTRICTIVE COVENANTS OF THE SADDLECREST ESTATES
SUBDIVISION, PHASES 1 AND 2 AND SUBSEQUENT PHASES**

ARTICLE III

USE RESTRICTIONS FOR TRACTS

1. **Single Family:** Except as specifically set forth in these Restrictions, all Tracts shall be used for single-family residential purposes only. Except as expressly permitted herein, only one single-family residence for each Tract is permitted. Window or wall-type air conditioners may not be used in a Residence.
2. **Minimum Square Footage:** Every single-family dwelling shall contain at least twenty-two hundred (2,200) square feet of living area, excluding porches, garages, and storage areas.
3. **Garages:** All single-family dwelling units, except approved guest quarters, shall have at least a two-car garage, or detached garage. All garages must be constructed out of the same materials as used for the main dwelling. Garage entries must face side or rear lot line of property.
4. **Guest Quarters:** One guest quarter's may be built upon each Tract provided the guest quarters contains no less than five hundred (500) square feet. Guest quarters must be built along with or after the construction of the main dwelling. Guest quarter's may be used for temporary living IF, and only during construction of the main residence, not to exceed 12 months total temporary living and length of construction. Guest quarters shall not be rented for income. Guest quarters must be constructed with materials harmonious with the main dwelling and located behind the main dwelling.
5. **Barns, Workshops & Storage Buildings:** Barns, workshops, and storage buildings shall be allowed so long as such buildings are constructed with material harmonious with the main dwellings. Barns, workshops, and storage buildings may be metal buildings so long as they have a three (3) feet masonry skirt on the front elevation. Such structures must be located behind the main dwelling site and may not be constructed on the Tracts prior to the main dwelling being constructed or occupied. No portable storage buildings shall be allowed.
6. **No Prefabricated or Mobile Homes:** No prefabricated structures or mobile homes are permitted to be located on any Tract.
7. **Temporary Structures & Use of RVs:** No structure of temporary character, whether trailer, motor home, recreational vehicle, tent, shack, garage, barn, or other outbuilding shall be maintained permanently as a residence.
 - Temporary structures including a business office, portable restroom facilities, or construction storage facilities may be located on the Tract while the main residence for the Tract is actively under construction, provided that such are removed upon substantial completion of the construction and are not located on a Tract for longer than the time allowed for the construction of a main residence pursuant to Section 3 hereunder
 - The Developer reserves exclusive right to install and make use of temporary office or temporary storage facilities within subdivision while the Developer is selling Tracts or building homes in the subdivision.
8. **Temporary Living:** Temporary living will be permitted on a Lot in an operational travel trailer, recreational vehicle, motorhome or shop apartment under strict terms only permissible during the construction of the primary Residence. Concrete slab form boards must be installed for the permanent Residence within 30 days from the commencement of living in any above-named temporary structure. Temporary living will be restricted to a maximum period of twelve (12) consecutive months.
9. **Storage of Trailers, RVs, and Boats:** Boats, trailers, camper, boat trailer or similar wheeled vehicle shall be stored no nearer to the street than the rear building line of the Residence situated thereon and must be located on an improved pad surface as addressed in Section 23 below. All above said type wheeled vehicles must be current on registration and or inspection according to local regulations in order to be stored outside, otherwise they must be stored in an enclosed structure.
10. **Construction Sites:** All construction sites shall have sufficient portable restroom facilities or others adequate restroom facilities as determined by the Developer prior to transfer control date. Construction sites shall be kept neat and clean at all times
11. **Construction Time:** Any construction of any improvement shall be completed, as to the exterior, within

**DECLARATION OF RESTRICTIVE COVENANTS OF THE SADDLECREST ESTATES
SUBDIVISION, PHASES 1 AND 2 AND SUBSEQUENT PHASES**

twelve (12) months from the construction commencement date.

12. **Height Restrictions:** No improvement shall be erected, altered, or placed on any Tract which exceeds the lesser of thirty-five feet (35') in height (measured from the natural ground to the topmost part of the roof) or 2- ½ stories in height.
13. **Construction Materials:** All improvements must be built with new construction materials and must be built in place on the Tract. All construction materials used shall be of materials such as wood, rock, brick, hardiplank, or stucco. The use of aluminum siding or vinyl siding is prohibited.
14. **Roofing Materials:** Only the following roofing materials may be used for the main residence, guest quarters, and garages: slate, stone, concrete tile, clay tile, or other tile of ceramic nature, metal or composition shingles with a thirty (30) year or more warranty.
15. **Color:** All exterior color schemes for Improvements shall be earth tone in color and keeping with typical colors schemes in the area.
16. **Masonry:** Any residence, guest quarters or garage shall be constructed from at least 50 percent (50%) masonry or glass. Masonry materials includes masonry veneer, stucco, brick, rock and all other materials commonly referred to in the Parker County, Texas, area as masonry, and specifically excludes hardiboard or any synthetic material. Tract owners are encouraged to use to use hardiboard materials where non-masonry materials are permitted.
17. **Propane Fuel Storage:** Propane fuel storage for residential use may be located on the Tracts and may be placed above ground or below ground. All above ground tanks and pumps, vent pipes and other equipment must be located behind the primary residence, as well as concealed or attractively screened.
18. **Consolidated Building Site:** Any Owner of one or more adjoining Tracts may, with the approval of the Parker County Commissioner's Court, if required, consolidate two or more Tracts into one Tract or Building Site, in which case the common boundary line between any combined Tract shall be eliminated and the setback lines shall be measured from the remaining exterior boundary lines. Any portion of any utility easement located within the common boundary lines of any combined Tract shall be eliminated if such utility easements are not being used at the time of any Tracts are combined. No Tract shall be deemed to be combined with another Tract until such time as an appropriate re-plat of the combined Tract is filed with the Parker County Plat Records and all necessary approvals have been obtained. Any Tracts which are combined as provided above shall be assessed as one Tract for Assessment purposes. Developer shall not be liable for any fees associated with Tract consolidation.
19. **Setback Lines:** Except for fencing, light post, driveways, walkways and landscaping, all other improvements must be located on the Tract at least forty feet (40') from the front of the Tract. No accessory structure, including but not limited to outbuildings, pools, or other shall be erected nearer than fifteen feet (15') from one side line and fifteen feet (15') from the other side line and ten feet (10') from the back line. All outbuildings must be set no nearer than thirty feet (30') from the front elevation of the primary dwelling. Developer reserves the right during the Development Period to grant variance for the placement within setbacks shown on the plat should the Lot Owner find the established setbacks limiting. A site plan must be presented to Developer for consideration. Developer is not obligated to grant variance.
20. **Maintenance:** The Owner shall keep the improvements in good condition and repair at all times and ensure that all Improvements are adequately painted and otherwise maintained by the Owner.
21. **Alterations or Removal of Improvements:** No exterior Improvements shall be altered, modified, or removed in a manner inconsistent with the architectural standards provided herewith.
22. **Walls and Fences:** Walls, fences, and light post, if any, must be constructed of masonry, wrought iron, wood, metal or pipe. Wood fences must be constructed in low profile, open view, style with horizontal rails. Fence heights shall not exceed six feet (6'). Chain link fencing is prohibited, except if used as a dog run and only if such fencing is not visible from any road in the Subdivision. The community's perimeter fencing is not to be altered or removed on any lot.
23. **Driveways:** The first twenty linear feet (20') of any driveway which is connected to any road shall be constructed of concrete. After the first twenty linear feet (20') of concrete, the driveway must be

**DECLARATION OF RESTRICTIVE COVENANTS OF THE SADDLECREST ESTATES
SUBDIVISION, PHASES 1 AND 2 AND SUBSEQUENT PHASES**

- constructed with concrete, asphalt, brick paving, two-course chip and seal or decomposed granite.
24. **Antennas, Towers and Satellite Dishes:** Antennas, towers, satellite dishes or other sound or data receivers or transmitters of any kind shall not exceed twenty feet (20') above the roof of the residence or accessory building upon which they are attached. Any antenna, tower, or satellite dishes or other sound or data receivers or transmitters must be located to the side or the rear of the residence or accessory building and not within twenty-five feet (25') of any property line.
25. **Prohibited Activities and Nuisance:** No activity (including the operation of a bed and breakfast or similar activity) whether for profit or not, shall be conducted on any Tract which is not related to the occupation of a Tract for single-family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances are stored on the Tract. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b), and (c). This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on any Tract.
26. **Garbage and Trash Disposal:** No Tract shall be used to maintain as a dumping ground for rubbish, landscape trimmings, or other debris. All Tracts shall be kept in a neat and orderly condition. No refrigerators, freezers, washing machines, dryers, furniture, tools, equipment, toys, or other such items shall be stored outside of a building on any Tract. No junk of any kind or character shall be kept on any Tract. Trash, garbage, and landscaping trimmings, or other debris shall not be allowed to accumulate on any Tract. Any such items shall be kept in sanitary containers and shall be disposed of regularly in accordance with all applicable laws, rules and regulations. All equipment for the storage or disposal of trash and other debris shall be kept in a clean and sanitary condition. Except on established garbage collection days and in connection solely with that collection process, all trash containers shall be stored in enclosed structures or screened from view of any road in the Subdivision. Controlled burn piles which are concealed from public view are permitted in accordance with applicable laws, rules, and regulations.
27. **Unregistered or Junked Motor Vehicles Prohibited:** No Tract shall be used as a depository for abandoned, junked or unregistered motor vehicles, boats, airplanes, trailers, or other similar items.
28. **Signs:** No signs, advertising, billboards or advertising structure of any kind may be erected or maintained on any Tract. Political signs for political candidate or ballot item for election, must be removed 11 days after the election. The sign must be ground mounted and not exceed 2'x3' in size and a Lot Owner may only display one sign for each candidate or ballot item. The Developer shall allow one (1) professionally made sign not more than twenty-four inches (24") by thirty-six inches (36") advertising Owner's Tract for sale or rent and one (1) professionally made sign, not more than twelve inches (12") by thirty-six inches (36") identifying the name of the Tract Owner. The term "professionally made sign" does not include plastic or metal pre-made "for sale" signs. No signs shall be nailed to a tree. Signs erected on any Tract advertising Lots for sale shall not be permitted during the Developer's control of the Subdivision. However, a Builder can place one professional sign on a Lot advertising his services or residence for sale.
29. **Animals and Pets:** No animals, wildlife, livestock, or reptiles of any kind shall be raised, bred or kept on any portion of the Subdivision, except that of dogs, cats, or other usual and common household pets not to exceed a total of five (5) adult animals, may be permitted. Dogs shall be leashed when not on their respective Owner's Lot. Personal animals shall not be permitted to roam freely outside of Owner's Lot. No pets shall be kept, bred, or maintained for any commercial purposes. Additionally, a maximum of two (2) horses and six (6) chickens (excluding Roosters) shall be allowed per Lot. All animals must be fenced and contained behind the primary residence.
30. **Mineral Development:** No Owner shall be allowed to permit on their own behalf, commercial drilling, mineral development operations, mineral refining, quarrying, mining, or water operation of any kind in, on or under any Tract owned by such Lot Owner.
31. **Drainage:** Natural established drainage patterns for drainage will not be impaired by any Tract Owner. Driveway culverts must be installed and shall be of sufficient size to afford proper drainage of ditches without allowing water to pool, back up or be diverted from its natural course.

DECLARATION OF RESTRICTIVE COVENANTS OF THE SADDLECREST ESTATES SUBDIVISION, PHASES 1 AND 2 AND SUBSEQUENT PHASES

32. **Re-plating and Subdividing:** No Tract may ever be subdivided into smaller Tracts.
33. **Maintenance and Landscaping of Lots:** It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on such Tract which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Each Owner shall be required to landscape the area around the Owners home.
34. **Firearms:** The discharge of firearms in the subdivision is prohibited, unless said use is for the protection of person or property.
35. **Hunting:** No hunting of any kind is allowed in the Subdivision.
36. **Mailboxes:** Mailboxes in the Subdivision will be located in the central postal unit located within the Subdivision. Tract Owners will not be able to have individual mailboxes per U.S. Postal Service requirements of the current time.
37. **Swimming Pools:** All swimming pools must be inground and site constructed. Above ground pools are specifically prohibited. Swimming pools must be surrounded by wrought iron style fencing with a minimum height of four feet (4') in the event the backyard is not fenced. Yard or pool fencing must be installed when the pool is completed and filled with water, with temporary safety fencing being used during construction.

Article IV **DEVELOPERS RIGHTS AND RESERVATIONS**

1. **Period of Developers Rights and Reservations:** Developer shall have, retain, and reserve certain rights as set forth in these Restrictions. Notwithstanding the foregoing, the Developer rights set forth in Section 4.02 shall not be released until such time as a document relinquishing said rights is filed of record or the Developer no longer record title to any Tracts in the Subdivision. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance by Developer whether or not specifically stated therein. The rights, reservations and easements set forth therein shall be prior and superior to any other provisions of these Restrictions and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to the Restrictions. Developer's consent to any amendment shall not be constructed as consent to any other amendment.
2. **Developers Rights to Grant and Create Easements:** Developer shall and hereby reserves the right to grant or create temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems communication and security systems, drainage, water and other purposes incidental to the development, sale, operation, and maintenance of the Subdivision. The rights reserved to the Developer apply to the entire Subdivision, including Tracts previously sold by the developer.
3. **Annexation of Additional Areas:** Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real Property of Parker County, Texas.

Article V **GENERAL PROVISIONS**

1. **Term.** This Declaration runs with the land and is binding on the Property for a term of twenty-five (25) years from the date this Declaration is recorded, after which time the Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote, of the then Owners of at least seventy percent (70%) of the Lots (and the County, if then a party hereto) agree in writing to terminate or change this Declaration in whole or in part and such writing is recorded in the Real Property Records of Parker County, Texas.
2. **Enforcement.** The Covenants are for the benefit of and shall inure to any Owner of a Lot in the

**DECLARATION OF RESTRICTIVE COVENANTS OF THE SADDLECREST ESTATES
SUBDIVISION, PHASES 1 AND 2 AND SUBSEQUENT PHASES**

Subdivision. After fifteen (15) days written notice from the Declarant or any Owner of a violation of the Covenants, the Declarant or any Owner may enforce the Covenants through a proceeding at law or in equity against the person or entity violating or attempting to violate any of the Covenants. Nothing contained herein shall constitute an obligation or duty of the ACC or the Declarant to enforce the Covenants. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party.

3. No Waiver. Failure by the Declarant or any Owner to enforce the Governing Documents shall not constitute a waiver.

4. Corrections. The Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

5. Amendment. During the Development Period, this Declaration may be amended only by the Declarant. Thereafter, this Declaration may be amended at any time with approval by sixty percent (60%) of the Owners. An instrument containing the approved amendment must be signed by the consenting Owners and recorded. All amendments will be recorded in the Real Property Records of Parker County, Texas. Owners will be provided with a copy of the amendment after adoption, and thereafter will be provided with a copy of the amendment or other Governing Documents upon request.

6. Conflict. In the event of a conflict, this Declaration controls over the other Governing Documents.

7. Severability. If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

8. Assignment of Declarant Rights. Notwithstanding anything contained herein to the contrary, the Declarant may assign, temporarily or permanently, all or a portion of its rights as Declarant to any person(s).

9. Soil Movement. EACH OWNER IS HEREBY NOTIFIED THAT THE SOIL COMPOSITION AND CONDITION OF THE LOTS MAY RESULT IN THE SWELLING AND/OR CONTRACTION OF THE SOIL IN AND AROUND THE LOT IF THE OWNER OF THE LOT DOES NOT EXERCISE THE PROPER CARE AND MAINTENANCE OF THE SOIL REQUIRED TO PREVENT SOIL MOVEMENT.

If the Owner fails to exercise the necessary precautions, damage, settlement, movement or upheaval to the foundation may occur. Owners are highly encouraged to install and maintain a full irrigation system around each Residence to ensure even, proportional, and prudent watering around the foundation.

Accordingly, by each Owner's acceptance of a warranty deed to any Lot, each Owner, on behalf of Owner and Owner's representatives, successors and assigns, hereby acknowledge that the Declarant, Declarant and all homebuilders in the Subdivision shall not be responsible or liable for any damage, settlement, movement or upheaval to the foundation or any other part of the residence constructed on said Lot and hereby releases and forever discharges, Declarant, all homebuilders in the Subdivision, and their respective shareholders, members, officers, directors, partners, employees, agents, representatives, affiliates, attorneys, successors and assigns, of and from any and all claim-for the relief and/or causes of actions, liabilities, damages and claims whatsoever, known or unknown direct or indirect, arising from or relating to the foundation and/or the Residence constructed upon the Lot, including but not limited to any damage thereto caused by and/or related in any fashion to the soil condition upon which the same are constructed, the presence of groundwater and any other subsurface condition affecting the Lot and/or from the failure or improper or uneven watering of the Lot, inadequate grading or drainage facilities to carry water away

**DECLARATION OF RESTRICTIVE COVENANTS OF THE SADDLECREST ESTATES
SUBDIVISION, PHASES 1 AND 2 AND SUBSEQUENT PHASES**

from the foundation, or planting of improper vegetation near the foundation or any action which affects the drainage of the Lot.

The Owner of any Lot, and the Owner's legal representatives, successors and assigns, shall assume all risk and consequences to the Residence, including but not limited to those arising or relating to the subsurface and surface soil condition in and around the Lot, the failure of the Owner or any other person or entity to exercise prudent maintenance procedures and/or the Owner's negligence in protecting and maintaining the integrity of the foundation and structure of the Residence.

10. Liberal Construction. The terms and provision of each Governing Document are to be liberally construed to give effect to the purposes and intent of the Governing Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved first to give effect to Declarant's intent to protect Declarant's interests in the Property, and second in favor of the development of the Subdivision and its enforcement of the Governing Documents, regardless which party seeks enforcement.

CRV Investments, LLC

By: _____

Name: C. Ryan Voorhees, Managing member

STATE OF TEXAS

COUNTY OF PARKER §

This instrument was acknowledged before me on June 11, 2021

C. Ryan Voorhees, appeared before me

Shanna Slimp
Notary Public, State of Texas

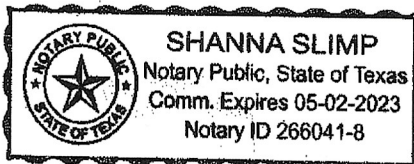


Exhibit A

LEGAL DESCRIPTION

Of a 225.786 acres tract of land out of the Fractional Part of Section No. 136, T. & P. RR. Co. Survey (J.H. Lewis Survey), Abstract No. 2325 and Section No. 135, T. & P. RR. Co. Survey, Abstract No. 1520, both in Parker County, Texas; being all of a called 233.9 acres tract (Tract 2) described in Document No. 201701633 of the Official Records of Parker County, Texas; and being further described by metes and bounds as follows:

Beginning at a found 1/2" iron rod at the northeast corner of the J. Johnson Survey, Abstract No. 751, and at an ell corner of said J.H. Lewis Survey for the beginning corner of this tract.

Thence N. 88 deg. 12 min. 40 sec. W. 543.30 feet along the north line of said James Johnson Survey to a set 1/2" iron rod with cap (PRICE SURVEYING) for the most westerly southwest corner of this tract and said J.H. Lewis Survey.

Thence N. 00 deg. 17 min. 08 sec. W. 1621.32 feet to a cross-tie post at the northwest corner of said J.H. Lewis Survey and at the southwest corner of said Section No. 135 for a corner of this tract.

Thence N. 00 deg. 20 min. 16 sec. W. 735.32 feet along the west line of said Section No. 135 to a set 1/2" iron rod with cap (PRICE SURVEYING) at the southwest corner of a certain tract described in Document No. 201324779 of said Official Records for the most westerly northwest corner of this tract.

Thence S. 89 deg. 28 min. 01 sec. E. 1057.36 feet to a 2" steel post at the most southerly southeast corner of said tract described in Document No. 201324779 for an ell corner of this tract.

Thence N. 00 deg. 12 min. 47 sec. E. 660.89 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) at an ell corner of said tract described in Document No. 201324779 for the most northerly northwest corner of this tract.

Thence N. 89 deg. 23 min. 40 sec. E. at 2054.20 feet pass the west right of way fence of Old Agnes Road (paved) and in all 2080.70 feet to a found "MAG" nail in said Old Agnes Road and in the east line of said Section No. 135 and at the most easterly southeast corner of said tract described in Document No. 201324779 for the northeast corner of this tract.

Thence S. 00 deg. 11 min. 18 sec. W. along said Old Agnes Road at approximately 2750.0 feet pass the south line of said Old Agnes Road and continuing along Jupiter Trail in all 3806.59 feet to a found 60D nail on the south side of said Jupiter Trail and in the south line of said J.H. Lewis Survey and at the northeast corner of a certain 15.502 acres tract described in Volume 1863, Page 620 of the Real Records for the southeast corner of this tract.

Thence S. 88 deg. 48 min. 31 sec. W. 590.58 feet along the south line of said Jupiter Trail and the north line of said 15.502 acres tract and the north line of a certain 17.445 acres tract described in Volume 1863, Page 578 of said Real Records to a found 5/8" iron rod at the northwest corner of a said 17.445 acres tract and in the east line of the Southwest 1/4 of Section No. 136, T. & P. RR. Co. Survey (Mrs. T.E. Lindsay Survey), Abstract No. 2023, for the most southerly southwest corner of this tract and said J.H. Lewis Survey.

Thence N. 00 deg. 55 min. 15 sec. E. at 12.08 feet pass a found 60D nail in said Jupiter Trail and in all 481.33 feet to a found 3/8" iron rod at the northeast corner of said Mrs. T.E. Lindsay Survey for an ell corner of this tract and said J.H. Lewis Survey.

Thence S. 89 deg. 33 min. 30 sec. W. 1991.17 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) at the northwest corner of said Mrs. T.E. Lindsay Survey and in the east line of said J. Johnson Survey for a corner of this tract and said J.H. Lewis Survey.

Thence N. 00 deg. 16 min. 00 sec. E. 306.31 feet to the place of beginning.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Lila Deakle

202123183

06/11/2021 11:36 AM

Fee: 62.00

Lila Deakle, County Clerk

Parker County, Texas

DECLARE