

**HIGHLAND RANCH****A SUBDIVISION IN WISE COUNTY****DEED RESTRICTIONS****USE OF LAND**

1. Only one single family residence and incidental outbuildings shall be constructed or permitted on any tract. All lots in the subdivision shall be for single family purposes only.
2. The dedicator herein shall appoint an Architectural Control Committee for the purpose of approving or disapproving any and all plans for the construction of a main dwelling unit, outbuildings and garages to be constructed upon said property. No such main dwelling unit, outbuildings, or garage shall be built by the Builder/Buyer of said property until such time that such Builder/Buyer has submitted plans to the Architectural Control Committee's approval as to the particular plan which he intends to use in connection with the construction any such structure. The Seller, its successors and assigns, shall have and is hereby given the right to appoint as required such person or persons to serve upon the Architectural Control Committee.
3. All residential dwellings must have a ground floor of not less than 2200 square feet (any two (2) story residence not to exceed two story in height shall have a ground floor of not less than 1200 square feet) exclusive of garages, open porches, patios, driveways to be completed within twelve (12) months from start of construction. At least a two (2) car garage; front entry garages are not allowed, with the exception of a three (3) car garage with two entries being on the side. Garage(s) or other outbuilding(s) must have plans submitted in writing and pre-approved by the Architectural Control Committee. Failure to have a plan pre-approved may result in forced removal of all structure at owner's expense.
4. The exterior material of any residence shall be a minimum of 80% masonry or similar construction (stucco, thin veneer stone). Windows, doors, cornices and columns are excluded from this requirement. Cement Fiber (Hardiebacker) does not qualify as masonry. Upper floor dormers and chimneys are exempted and may be cedar or cement fiber material. In no event will the undersigned allow log finish or dome type construction. Siding will not be allowed as an exterior finish material except as noted. Any prospective buyer so desiring a deviation from the masonry rule must show need due to architectural design and get permission from the Architectural Control Committee in writing before commencing with any deviation from the masonry rule. Cedar columns and entrances will be allowed but must be approved before construction. 30 year Timberline Roofing Shingles.

5. Fences may be constructed on a lot only with a site plan of the proposed fence, including materials list and approval in writing by the Architectural Control Committee. It may not create a safety hazard or create a sight line hazard at any intersection and may not be closer to the front lot line than the front of the residential dwelling. Acceptable fencing for the neighborhood is welded pipe rails with non-climb wire attached. Pipe rail with cable cross section is also allowed. Chain link fencing, barb wire or t-post fencing is strictly prohibited. Chain link fencing is only permitted for small dog runs, not to exceed 10'x20'. Privacy fencing is only permitted around immediate backyard pool area or patio area and may not encompass more than a 50'x50' area or as necessary to enclose a swimming pool area. Any fence constructed without prior written approval or of prohibited materials will be subject to removal by the Architectural Control Committee, at the homeowners cost.
6. All driveways must be set in concrete; no asphalt or other materials will be permitted as a substitute.
7. All vehicles must be parked in a designated driveway or garage.
8. No trade or business of any type shall be carried on upon any lot, nor shall anything be done on any lot which may be obnoxious or offensive or may become an annoyance or nuisance to the neighborhood.
9. No inoperative or unregistered motor vehicle and/or machinery and/or equipment shall be kept on the property, no commercial vehicles such as buses, tractor/trailers, motor homes, campers, boats, boat trailers, motorcycles, lawn mowers or any other motorized recreational vehicle other than conventional automobiles shall be stored or parked on a lot other than within an enclosed garage or utility shed (not to exceed 10'x12') placed in the far rear end of the property. Any structure without written approval will be subject to removal by the Architectural Control Committee, at the homeowners cost.
10. Signs to be displayed only advertising the property for sale, lease or rent by the developer, builder or owner, the signs are permitted to be displayed only for the time required to sell, lease or rent, the size of the signs of not more than five (5) square feet. Any sign visible from any street must be approved by grantor save and except seasonal greeting signs, national or local holiday observances or professional real estate signs not to exceed five (5) square feet. Any sign not in compliance or deemed offensive by grantor will be removed by grantor at his discretion. Approved builders in the builders program have the right to display signage promoting sale of their properties in the subdivision as approved by grantor. Landowners have the absolute right to respectfully display the American Flag at their discretion.
11. No obnoxious or offensive activity shall be conducted on any lot nor shall anything be done thereof which may become an annoyance or nuisance within the property or any portion thereof. No swine of any kind shall be raised, bred or kept on any lot, except a total of three (3)

dogs, cats or other household pets may be kept; provided that all owners shall control pets by suitable fencing. No kennels of any kind shall be permitted. No animal will be allowed to disturb the peace. No pets will be allowed to roam free on the property or in the neighborhood. No potentially dangerous pets such as snakes, lions, tigers, bears, wolves or any wild animal shall be permitted. For poultry, please refer to Texas Bill 85(R) SB 1620.

12. No lot shall be used or maintained for a dumping ground for rubbish, trash, garbage or waste. No incinerators or other equipment for the storage or disposal of rubbish, trash or other waste are allowed. No tract may be used as a race track of any kind. All residential lot homeowners must subscribe to a trash service. No trash containers may be left adjacent to the street (only for pick up days). No burning of household trash is permitted. No metal cubic yard containers will be allowed to use for trash services.
13. No radio or television aerial wires or antennas shall be maintained on the outside of any building nor shall any free standing antennas of any style be permitted except radio or television aerial wires or antennas may be built within the main structure or must not be visible from the front side of such structure.
14. No window or wall type air conditioners or water coolers shall be permitted to be used, placed or maintained on or in any residential residence on any part of the properties approved structures.
15. No above ground level swimming pools shall be permitted on any lot. Granted swimming pools shall be secured by approved fencing (see line item 3).
16. No hunting or the discharge of firearms of any kind, including cross-bow and bow and arrow, is permitted within the subdivision. No deer, turkey or quail shall be killed or trapped. Firearms as described, may be used as a last resort for protection of life or property from wild or domestic animals not to supersede current city, county, state or federal laws.
17. All building setback lines shall be as shown on all lots in the subdivision, on the recorded plat of Highland Ranch.
18. No home on any lot shall be located closer than fifty (50) feet to the front of the property line of each lot.
19. No alternate structures shall be placed any closer than ten (10) feet from back and sides of the property line(s).
20. All homes, except corner lots, must be built parallel to a street. Corner lots must have Architectural Control Committee approval to deviate from this rule.

21. Construction of outbuildings, detached garages, metal buildings and metal shops are allowed under the following rules: 1) Any one (1) lot shall be limited to two (2) structures with site plan and scale drawing or building data sheet from the manufacture. 2) Structure(s) must be of new construction and similar to primary living construction. 3) Structure(s) must be on the back of the lot and not a visible interference to the neighboring lots. 4) Structure(s) floor square footage cannot exceed 50% of the living square footage of the house. 5) Structure(s) cannot be built until the house is constructed. 6) Structure(s) cannot exceed the height of 15'. 7) 100% of the structure(s) front façade must be of matching brick and stone to the main residence. 8) Structure(s) cornices must be finished. 9) Please refer to the recorded plat for setbacks. 10) All structure(s) must be from suitable material and approved in writing prior to construction by the Architectural Control Committee, not doing so could result in forced removal at the homeowners cost.
22. No alternate structure(s) erected on any lot shall at any time be used as a dwelling, temporary or permanently, nor shall any trailer, tent or shack be placed on any lot, nor shall any residence of a temporary character be permitted. Carports are NOT permitted or allowed on any lot/property.
23. Owners and occupants (including lessees) of any lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the lot so owned or occupied, including buildings, improvements, grounds or drainage easement or other right of way incident thereto, and vacant land, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:
- Landscaping must be completed within three (3) months after completion of construction. The Builder is not responsible for weather caused damage/erosion to non-landscaped yards after final grades have been established. In order to maintain the final grade there must be some type of vegetation to absorb the water; otherwise the water will wash out the soil/dirt.
 - Prompt removal of all litter, trash, refuse and water.
 - Lawn mowing on a regular basis.
 - Tree and shrub pruning.
 - Watering landscaped areas.
 - Keeping exterior lighting and maintenance facilities in working order.
 - Keeping lawn and garden areas alive, free of weeds and attractive.
 - Keeping parking areas and driveways free from debris.
 - Complying with all government health and police requirements.
 - Repair of exterior damages to improvements.

The Builder is exclusively responsible for engineering and construction of site drainage and finished ground elevation, up until the homeowner takes possession of said property.

24. During the construction period, the Builder is responsible for insuring that the Developer maintains all roads, drainage ditches and R.O.W. In addition, the Builder is responsible for all trash and debris that might be created during the building process. The builder will provide a portable dumpster, porta pot and periodically mow as needed.
25. All propane tanks must not be visible from the street or adjoining lots.
26. A centralized receptacle system, per the United States Postal Service will be the main source of mail delivery for the neighborhood.
27. It shall be necessary for any one person erecting a house in this addition to construct a septic system in accordance with Wise County Health Department specifications and under their supervision and inspection. A permit must be obtained for each lot within the subdivision.
28. Each residence will be served by Walnut Creek Special Utility District (or local water supplier). In the event that regional water shortages develop and/or excessive water outages are causing water shortages to adjacent land owners, Walnut Creek Special Utility District (or local water supplier) reserves the right to restrict water usage until the shortage has subsided.
29. This development will not have a hard line telephone service provided for connection. You must provide your own form of communication.
30. The buyer shall comply with all county, state and federal ordinance, laws rules and regulations in all activities within this subdivision, including drain pipes, road culverts, drainage easement, and utility easements as shown on subdivision plat.
31. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the owners of the tracts has been recorded agreeing to change said covenants in whole or part.
32. The undersigned may include restrictions, other than those set out herein, in any contract or deed to any lot without otherwise modifying the general plan above outlined, and such other restrictions shall insure to the benefit of and bind the respective parties in the same manner as though they have been expressed herein.

The restrictions herein set out shall be referred to, adopted, and made a part of each and every contract and deed executed by and on the behalf of the undersigned conveying said property or any part thereof to all such intents and purposes as though incorporated in full therein: and each such contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the expressed conditions herein stated.

All of the restrictions, covenants, resolutions, liens and charges appearing herein, as well as those appearing in any contract, deed or other conveyance to or covering any part of this property, shall be construed together. If any of the same shall be held to be invalid or for any reason is not enforced, none of the other shall be affected or impaired thereby but shall remain in full force and effect.

In the event of any dispute over the proper interpretation of any of the provisions of this dedication, the interpretation of the undersigned shall be final and binding on all interested persons.

33. Neither undersigned, the committee, nor employers and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications, and every owner of any said property agrees that he will not bring any action or suit against undersigned, the committee and agents of any of them, to recover any such damages and hereby releases, remises, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the undersigned nor the committee assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications.
34. The lot owner(s) acknowledge that said lot owner(s)' ownership interest is part of a larger development known as Highland Ranch. Each lot owner shall conform with Texas law, particularly Texas water code, section 11.086 (Vernon's 1997).

Each lot owner shall follow water pollution erosion and runoff procedures as required by local, state and federal law. No lot owner shall permit construction activity except in conformance with such actions.

Each lot owner shall repair, clean and maintain all drainage condition. Such duty may be enforced by anyone who may be harmed by a failure to maintain and repair.

Architectural Control Committee:

CAJ Investments, LLC

cajinvestmentsllc@gmail.com

Please include the following information in all emails:

- **Homeowners Name(s)**
- **Address**
- **Subdivision Name**
- **Daytime and Evening phone numbers**
- **Any necessary attachment needed**

Executed this 8th day of October, 2018

CAJ Investments, LLC

Developer of Highland Ranch

By: *ce Lopez*

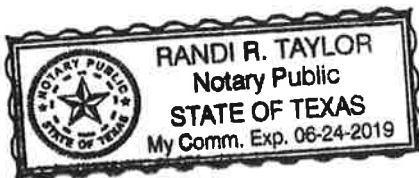
The State of Texas

County of Wise

Before me, the undersigned authority on this day personally appeared

Henry Lopez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Developer of Highland Ranch, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 8th day of October, 2018.



Randi R. Taylor
Notary Public, State of Texas

FILED AND RECORDED

Instrument Number: 201811950

Filing and Recording Date: 10/09/2018 12:02:49 PM Pages: 8 Recording Fee: \$50.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the RECORDS of Wise County, Texas.



A handwritten signature in cursive script that reads "Sherry Lemon". The signature is written in black ink and is positioned above a horizontal line.

Sherry Lemon, County Clerk
Wise County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE. DO NOT DESTROY - This document is part of the Official Record.

Deputy: Vicky Gaona