

WCT. Misc. ACL

WEST PECAN CREEK ESTATES RESTRICTIONS

DEVELOPER: Paradise Land & Cattle LLC

COUNTY: Wise County

1. GARAGES. Each erected residence shall include at least a two-car garage. Detached garages are permissible but must be of like material as the main structure, and must not extend forward on the tract any further than the rear of the main structure.

2. RESIDENTIAL USE. All lots shall be used for residential purpose only. Only one non-commercial single family residence and incidental outbuildings shall be constructed or permitted on each tract. No outbuildings located on such tract shall ever be used as a family residence. No mobile homes, campers, house-cars, modular home or other movable structure shall ever be part of or placed temporarily or otherwise on the tract of land as a residence, service house or outbuilding.

3. SETBACKS. No residence or outbuilding structure shall be erected on any lot nearer than building lines in the front, sides or rear of property specified on final plat filed with Wise County Clerk.

4. OUTBUILDINGS. All outbuildings shall be constructed with material compatible with the main residence, with the exception of animal or hay barns of shops, which can be constructed of colored sheet metal. All outbuildings must be constructed with new material and must be trimmed out and painted. Such outbuildings shall not extend forward on the tract beyond the rear of the residence. Residence must always be between the road and outbuildings, except for a well house.

5. FENCING. Any fence placed on said property which borders any street or roadway shall be of masonry, metal pipe, metal pipe and cable, brick, wood, (no stockade) rock, smooth wire, (no chain link), or barb wire construction. Barbed wire and smooth wire fences are acceptable only if composed of at least (five) 5 strands and constructed with new metal posts and wire. Any chain-linked fence shall not extent past the rear of the residence.

6. DRIVEWAYS. All driveway entrance culverts shall be installed in accordance with the policies of Wise County and shall be of sufficient size to pass the five-year storm. In no case may a culvert be any less than 15" in diameter and no less than 20' in length.

7. SEPTIC TANKS/POOLS. No outside toilets shall be permitted. It is the responsibility of the purchaser, not the developer, to install a private sewage system (septic tank). A private sewage facility permit must be obtained from the Wise County Public Works Department for each lot within the West Pecan Creek Estates. All private sewage facilities must be designed by a registered professional civil engineer based upon a percolation test performed on the subject lot. There shall be only one single-family residence located on a lot when a private sewage facility is used and only one residence shall be connected to a septic system. Installation of a septic tank and soil-absorption sewerage disposal system shall be in accordance with the regulations of the Wise County and the State of Texas Health Officers, and subject to inspection by the Wise County Sanitation Division. Location of underground swimming pools should be in accordance with the regulations of the Wise County Health Officers.

- A. If sewage disposal is by means on-site sewage facilities, a permit must be obtained for each lot.
- B. Septic tank performance cannot be guaranteed, even though all provisions of the Wise County rules for private sewage facilities are complied with.
- C. Inspection and/or acceptance of a private sewage facility by Wise County shall indicate only that the facility meets the minimum requirements and does not relieve the property owner of the responsibility to comply with County, State and Federal regulations.
- D. On-site sewage facilities, although approved of meeting minimum standards, must be upgraded

by the property owner at the property owner's expense if the normal operation of the facility results in objectionable odors, if unsanitary conditions are created or if the facility results in objectionable odors, if unsanitary conditions are created or if the facility, at any time, does not comply with governmental regulations.

E. A properly designed and constructed on-site sewage facility, situated in suitable soil, may malfunction if the facility is not properly maintained and controlled. Therefore, it shall be the property owner's responsibility to maintain and operate the on-site sewage facility in a satisfactory manner.

F. On-site facilities must be designed in accordance with the rules established by Wise County and the TCEQ. Design shall be based on the results of a site evaluation performed on each lot.

G. Only one single-family residence or duplex shall be located on a lot when an on-site sewage Facility is used and only one residence shall be connected to said facility.

H. Buildings to be built on lots which are lower than the road or roads on which they front and/or abut shall be built such that the minimum finished floor elevation is at least 2-foot above the proposed grade of the yard adjacent to the building. This is to reduce the risk of damage to building that may be caused by storm water drainage.

I. No building shall be built in a 100-year flood plain unless the minimum recommended finished floor elevation is complied with. In no case shall the minimum finished floor elevation be less than 2-foot above the 100-year flood plain elevation.

J. Any filling or obstruction of the flood way or drainage easements is prohibited.

K. Any driveway culverts, if necessary, are to be installed by the property owner and in accordance with the policies of Wise County and shall be of sufficient size to pass the 10-year storm. In no case shall a driveway culvert be less than 18-inches in diameter on a proposed road.

L. The driveway above a culvert should be constructed such that the driveway is at least six (6") inches below the outside edge of the main roadway. This will reduce the risk of water, which exceeds the capacity of the culvert, flowing over the culvert and entering the roadway.

M. Any underground utility company shall be contacted to verify depth and locations of utilities prior to any excavation on the lot.

8. WATER WELLS. Water is to be provided through a water well or West Wise Water Supply if applicable. It is the responsibility of the purchaser to furnish water to his/her property. Location of a water well should be in accordance with the Wise County Health Department.

9. LIVESTOCK. No swine shall ever be kept upon the property nor shall any part of the property ever be used for a commercial feed lot for livestock or fowl or a dog or cat kennel. Livestock is allowed if they are contained in barn and /or pasture space adequate for the number of animals, not to exceed 2 animals per acre, unless otherwise approved by the developer. Any cage or pen constructed to maintain any type of animal kept on the premises as allowed herein must be constructed of new materials and be of design that is attractive in appearance. Any cage or pen must be placed behind the residence. It is the responsibility of purchaser to make a continual effort to minimize noise, odor, etc.

10. PETS. No pets, whether yours or your visitors are allowed to run at large at any time. Noisy or unruly pets or those that complaints are received about will not be allowed to remain. Also, pet houses or kennels must be placed behind the back of your home.

11. OFFENSIVE ACTIVITIES. No noxious or offensive activity shall be conducted on the land, and no act shall be done which would in any manner constitute a public nuisance. All open areas

must be kept mowed and cleaned to assure a neat appearance at all times. Should any owner fail to maintain such areas, Developer shall have the right to have such areas mowed and cleaned and to charge the lot owner for such service.

12. DUMPING. No part of the land shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Regular trash as generated by the landowner shall be disposed of in a timely manner and shall not be allowed to accumulate on the property. Trash containers must be placed behind the back of you home or in the garage. Any burning of brush shall be done in accordance with EPA guidelines.

13. MINING. No person, firm or corporation shall at any time use any property within this Community for the purpose of mining rock, gravel, sand or dirt.

14. SUBDIVISIONS. No lot can be subdivided into two or more parcels, or lots. Each lot will remain as platted.

15. COMMERCIAL USE. No peddling, soliciting, or commercial enterprises are allowed in the development.

16. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property.

17. FIREARMS. The use or discharge of firearms is prohibited and forbidden within the development and all property owners shall exercise all reasonable efforts to preserve and care for wildlife.

18. MEETINGS. The property herein conveyed or any part thereof shall never be used in the construction, operation and conduct of a church or any form of joint or massive religious services, nor shall any house, after the same has been constructed thereupon, be used as a place for the purpose of congregation of massive numbers of persons for political, civic, recreation, social or commercial purposes.

19. WATER FLOW. No owner shall change the natural flow of water across his lot without first securing the written permission of the Developer. Any filling or obstruction of the floodway or drainage easements is prohibited. No houses shall be built in a 100-year flood plain unless the minimum recommended finished floor elevation is complied with. In no case shall the minimum finished floor elevation be less than 1-foot above the 100-year flood plain elevation.

20. VEHICLES. No commercial motor vehicles or motor vehicles without current license plates shall be kept on the property unless the same is kept within a completely enclosed barn or garage. Horse and stock trailers are permitted, but must be parked behind the front line of the residence. This also includes boats, campers, lawn mowers, tractors, and implements.

21. ANTENNAS. All television and other antennas shall be located behind or on top of the residence. Satellite dishes are allowed, but must be located behind the front line of the residence.

22. MOWING. Each owner must keep his or her grass mowed at all times.

23. LIVING AREA. The minimum living area for homes constructed in West Pecan Creek Estates shall be no smaller than 1800 square feet.

24. EXTERIOR STRUCTURE. The main exterior structure of any residence must be made up of at least two-thirds 2/3's masonry which includes Hardy board. House must include a minimum 8/12 roof pitch.

25. AMENDMENT. 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 these covenants

are recorded, after which time said covenants shall be automatically extended for successive ten (10) year periods unless an instrument signed by the then owners of at least two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants in whole or part. Furthermore, these restrictions may be amended, in whole or in part, at any time upon Affirmative vote of owners of at least two-thirds (2/3) of the lots. In voting for any amendment to these restrictions, each owner shall be entitled to one (1) vote for each lot owned.

26. INJUNCTIVE RELIEF. The owner of owners of any lot out of the subdivision described herein shall have the right to sue for and obtain injunctive relief to enforce any of the restrictions or covenants herein set forth, and the party of parties in violation of any of the restrictions of covenants shall pay any and all court costs, including expert witness testimony and attorney's fees paid or agreed to be paid by the parties bringing suit for such injunctive relief.

27. LIABILITY OF DEVELOPER. Developer shall not be liable in damages to anyone submitting plans to it for approval or to any owner or occupant of the property by reason of error or mistake on judgement, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. No approval by the Developer shall constitute or be deemed too constitute any representation or warranty of the adequacy or fitness of any improvements approved by the Developer nor shall the Developer have any liability regarding such adequacy or fitness.

28. RIGHTS OF DEVELOPER. All rights, benefits, and powers of Developer hereunder may be assigned or delegated by Developer, in whole or in part, in Developer's sole discretion.

29. DISPUTES. Matters of dispute or disagreement with respect to interpretation or application of these restrictions shall be determined by the Developer. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all owners.

30. INVALIDATION. Invalidation of any of these covenants by judgement of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

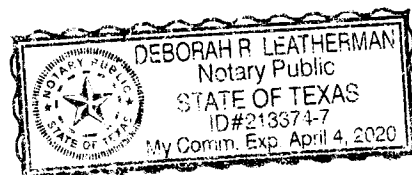
Joseph A. Lamb

STATE OF TEXAS
COUNTY OF WISE

BEFORE ME, the undersigned authority, on this day personally appeared Joseph A. Lamb, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this 27 day of March, 2020.

Deborah R. Leatherman
NOTARY PUBLIC
WISE COUNTY, TEXAS



FILED AND RECORDED

Instrument Number: 202003763

Filing and Recording Date: 03/27/2020 09:43:59 AM Pages: 5 Recording Fee: \$38.00

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".

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: Michele