202613140 COV
08/28/2026 02:08:07 PM Total Pages: 12 Fees: $65.00
Blanca Tuma, County Clerk - Wise County, Texas
Electronically Filed with Wise, TX

Declaration of Restrictive Covenants of the
HORIZON RANCHES
Subdivision, Phase 1

Date: August 27, 2026

Declarant: KBE MANAGEMENT COMPANY SERIES 9, a series of KBE MANAGEMENT COMPANY, LLC, a Texas limited liability company

Declarant's Address:

KBE MANAGEMENT COMPANY SERIES 9
P.O. Box 643, Boyd, Texas 76023

Property: Lots 1 thru 15, Block 1, Horizon Ranches, Phase 1, an addition to Wise County, Texas, as found in Plat Cabinet H, Slide 192, Plat Records, Wise County, Texas.

Definitions

"ACC" means the Architectural Control Committee established in this Declaration.

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

"Declarant" means KBE MANAGEMENT COMPANY SERIES 9, a series of KBE MANAGEMENT COMPANY, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document in the Official Records of Wise County, Texas.

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

"Lot" means Lots 1 thru 15, Block 1, Horizon Ranches, Phase 1, an addition to Wise County, Texas, as found in Plat Cabinet H, Slide 192, Plat Records, Wise County, Texas.

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

"Plat" means the Plat of the Property recorded in Plat Cabinet H, Slide 192, Plat Records, Wise County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Property" means Lots 1 thru 15, Block 1, Horizon Ranches, Phase 1, an addition to Wise County, Texas, as found in Plat Cabinet H, Slide 192, Plat Records, Wise County, Texas

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

"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 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 but not limited to, a 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 or any Supplemental Declaration made pursuant to the terms herein.

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

Clauses and Covenants

A. Imposition of Covenants

1. Declarant 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.

2. 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.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to damages or injunctive relief.

4. Additional properties may become subject to the Declaration in any of the following manners:

(a) Declarant may, without the consent of any Owner or any other person, from time to time and at any time add or annex additional real property to the scheme of this Declaration by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such additional property; provided, however, that such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the additional property, including but not limited to, the addition of commercial lots, restrictions, and covenants;

(b) In the event any person or entity other than the Declarant desires to add or annex

additional property to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of at least seventy-five percent (75%) of the Owners.

(c) Any additions made pursuant to Paragraphs 4(a) and 4(b) of this section, when made, shall automatically extend the plan of this Declaration to all the properties covered by this Declaration and any Supplemental Declaration; and any reference to "Existing Property" or "Existing Properties" or "The Properties" in this Declaration shall thereafter include such additional real property as may be amended or inclusive of additional restrictions.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities located in an Easement. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping, improvement, obstruction, or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, repair, replace, construct, place, reconstruct, relocate, operate, remove, inspect, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Lot in this Plat may be used only for an approved Residence and approved Structures for use by a Single Family. A Lot may have up to 1 Residence and 2 accessory building type Structures.

2. *Prohibited Activities.* Prohibited activities are -

a. any activity that is otherwise prohibited by this Declaration;

b. any illegal activity;

c. any nuisance or noxious or offensive activity;

d. any dumping of rubbish;

e. any storage of –

i. building materials except during the construction or renovation of

a Residence or a Structure;

ii. Vehicles, except Vehicles in a garage or Structure or operable automobiles on a driveway. Boats, trailers, mobile home, camper, boat trailer, or a similar wheeled vehicle, commercial vehicles, including but not limited to semi-trucks, commercial trailers, construction equipment, shall not be stored or parked outside of a garage or a Structure (except temporarily during Residence or Structure construction and not to exceed 24 hours); or

iii. unsightly objects, including but not limited to, wrecked, dismantled, junked, or inoperable Vehicle or equipment, unless completely shielded by a Structure;

f. any interference with the exploration for or extraction of minerals or water as rights for minerals and water rights are reserved prior to this Declaration;

g. for any Lot, any keeping, breeding, or raising of animals, livestock, or poultry, except that common domesticated household pets, such as dogs and cats are not prohibited. Any cage or pen constructed to maintain domesticated household pets kept on the premises as allowed herein must be constructed of materials and be of a design that is attractive in appearance. It is the responsibility of owner to make a continual effort to minimize noise, odor, etc. Domesticated household pets must be fenced off from the front yard and remain solely behind the rear of the Residence. No part of the property shall be used for a commercial feed, commercial livestock, commercial fowl or dog kennel;

h. under no circumstances may any portion of the Lot, Residence or Structure be utilized for Renting as a short term or nightly rental. Notwithstanding the foregoing, any Renting shall be at a minimum of a thirty-day term by written agreement;

i. any commercial, including but not limited to an animal husbandry operation, or professional activity except reasonable home office use with no visitors, employees, vendors, or signage;

j. the display of any sign except –

i. one sign not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and

ii. political signage not prohibited by law;

k. living in or installing a mobile home, manufactured home, manufactured housing, motor home, recreational vehicle, or house trailer on a Lot;

l. moving a previously partially or fully constructed house, portable building, portable storage building, shed, Conex box, shipping container, cargo containers, or similar type structure onto a Lot;

m. interfering with a drainage pattern or the natural flow of surface water;

n. hunting and shooting;

o. occupying a Structure that does not comply with the construction standards of a Residence;

p. utilizing or occupying a Structure as an accessory dwelling unit.

D. Construction and Maintenance Standards

1. *Lots*

a. *Subdivision Prohibited.* No Lot may be further subdivided. Nothwithstanding the forgoing, this provision shall not restrict reserved Declarant rights herein, including but not limited to Paragraph E(2) Reserved Rights of Declarant; and

b. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition;

2. *Residences and Structures*

a. *Aesthetic Compatibility/Construction Commencement.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Subdivision. A written notice accompanying building plans for initial construction, pools, fencing, and additions shall be delivered to Declarant thirty (30) days prior to beginning of the construction and must be approved by Declarant in writing as to conformity and harmony of external design with existing structures in the development. Commencement of construction shall commence within six (6) months of the purchase of a Lot and all building exteriors must be fully completed for planned use on or before nine (9) months after the date of the beginning of the foundation. Declarant in its sole discretion may approve or disapprove of any building plans for initial construction, fencing, pools, or additions. For purposes of this Declaration, construction of a Residence shall be deemed commenced when the permanent foundation has been excavated and foundation forms and reinforcing steel have been substantially installed, or concrete placement for the permanent foundation has begun, all in accordance with plans approved by Declarant. Site clearing, grading, staking, driveway construction, utility installation, underground plumbing alone, delivery or storage of materials, or other preliminary site work shall not constitute commencement of construction. The exterior of any shop, detached garage, outbuilding, or other

accessory Structure shall likewise be fully completed, trimmed, and finished for its intended use within nine (9) months after commencement of construction of that Structure. Declarant may grant a written extension for delays or circumstances deemed reasonable in Declarant's discretion.

b. *Maximum Height.* The maximum height of a Residence is two (2) stories.

c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least two thousand seven hundred (2,700) airconditioned square feet.

d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat and shall be a minimum of seventy-five (75) feet behind the front Lot line. Each Residence must face the front Lot line. All Structures must be located behind the rear wall of the Residence.

e. *Garages.* Each Residence must have at least a two-car garage accessed by a driveway. Detached garages are permissible but must be of like material as the Residence and must not extend forward on the Lot any further than the rear of the Residence. The garage door or any Residence or Structure must open to the rear or side of any Residence or Structure.

f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 180 days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 180 days and the Lot restored to a clean and attractive condition.

g. *Fences, Walls, and Hedges.* Any fence erected that borders any street or roadway shall be solely constructed of masonry, welded metal pipe with a minimum two-inch diameter, cable, brick, or stone and shall be maintained in an attractive and serviceable condition. All fencing is to be of new materials only. Chain-link fencing, fencing made of wood product, and privacy style fencing is not permissible on any Lot. Fencing is not permitted in the front yard and shall not pass the front wall of the Residence facing the roadway.

h. *Antennas.* No antenna, satellite dish, or associated wires may be visible from the street or be located behind the back setback line of any Lot.

i. *Sidewalks.* When the Residence is constructed, the Lot must be improved with sidewalks connecting the front of the Residence to the driveway and be spaced a minimum of twenty-four inches from the Residence to provide for landscaping beds.

j. *Landscaping.* Landscaping must be installed concurrently with completion of construction and in no event later than thirty (30) days after

occupancy of the Residence. Owner shall install and thereafter maintain the landscaping on his, her, or its Lot in a neat, attractive condition, including all necessary landscaping and gardening, sodding and/or seeding of yards. All landscaping shall require a minimum solid cover of grass in front and side yards. Grass must extend from the front of the Residence to the County right-of-way and at least fifty (50) feet from the side and rear of the Residence, and shall be maintained. Landscaping beds containing landscape plants, including but not limited to shrubbery, must be installed in front of each Residence and maintained.

k. *Swimming Pools.* The location of swimming pools shall comply with applicable Wise County requirements. The Pool must be located behind the rear of the Residence. Above-ground pools are specifically prohibited. Each swimming pool must be located within a fenced yard. If the yard is not otherwise fenced in a manner that satisfies applicable pool-barrier requirements, the swimming pool must be enclosed by a Catch A Kid-type removable safety fence or other similar pool safety barrier approved by Declarant or the ACC, as applicable, and compliant with applicable law. All required pool barriers shall be installed and secured before the pool is filled with water or placed into use.

l. *Propane Tanks.* Propane tanks must be buried solely in the rear or to the side of the Residence but not in front of the Residence.

m. *Exterior Lighting.* Exterior lighting shall be reasonably shielded and directed downward to minimize light spill and preserve the rural character of the Subdivision. Exterior lighting shall not create unreasonable glare onto neighboring Lots or public roadways.

n. *Solar Panels.* Solar Panels may be installed solely on the roof of a Residence, an outbuilding, or a shop so long as the panels are installed on the roof pitch not facing a public roadway and subject to the Aesthetic Compatibility provisions hereinabove.

o. *Exterior Mechanical Equipment.* Generators, HVAC equipment, pool equipment, water-treatment equipment, and similar exterior mechanical equipment that is visible from a public or private roadway shall be located behind the Residence or reasonably screened so that it is not visually prominent from the roadway, subject to approval by Declarant or the ACC, as applicable.

p. *Trash And Recycling Containers.* Trash and recycling containers shall be stored behind the front building line of the Residence or otherwise reasonably screened from view from public or private roadways, except when placed for collection.

3. *Building Materials for Residences and Structures*

a. *Air Conditioning.* Window- or wall-type air conditioners may not be used

in a Residence.

b. *Exterior Walls.* All Residences must have at least seventy (70%) percent of their exterior walls, of stone, stucco, hardie board, masonry, or brick, minus windows and doors.

c. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete.

d. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision and visible from the roadway fronting the Lot.

e. *Roof Pitch.* The predominant main roof areas of each Residence shall have a minimum roof pitch of 8/12. Secondary roof areas, porches, dormers, architectural features, and other portions of the roof may have a lesser pitch when approved in writing by Declarant, in Declarant's architectural discretion.

f. *Structures.* Structures must be built simultaneously with or after construction of Residence. Structures shall not be constructed prior to a Residence. All outbuilding or shop Structures shall be constructed on a permanent foundation and shall be compatible in appearance and materials with the Residence. Outbuilding or shop Structures using wood, masonry, siding, or similar exterior materials shall use materials and finishes that match or are substantially similar to those used on the Residence. Metal Structures or shop buildings may be constructed of colored sheet metal; however, the exterior color shall match, or be as close as reasonably practicable to, the exterior color scheme of the Residence, subject to approval by Declarant or the ACC, as applicable. All Structures, regardless of material, must be fully trimmed and finished in a neat and workmanlike manner. Any outbuilding shall include a stone, brick, or other approved masonry wainscot with a minimum height of thirty-six inches (36") on each exterior side or elevation facing or readily visible from a public or private roadway. The masonry material, color, height, and design shall be compatible with the Residence and shall be subject to approval by Declarant or the ACC, as applicable.

E. General Provisions

1. *Term.* The restrictions, covenants, and conditions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant of the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of fifty-one percent (51%) of the Lots has been recorded, agreeing to eliminate or change said restrictions, covenants and conditions in whole or in part; provided, however, that no such agreement to change shall then be

effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

2. *Reserved Rights of Declarant.* Notwithstanding any other provisions hereof, Declarant reserves the superior right to amend this Declaration, grant waivers, vary, or amend the application of any of these covenants and restrictions to such Lot and the right to approve certain amendments without the joinder of any Lot Owner in the sole discretion of Declarant. Declarant also reserves the right to redivide, combine, and replat any of the property shown on the Plat of any Lot now or hereafter recorded for any Lot or properties at anytime in question owned by Declarant without any notice or consent of any other Owner.

3. *No Waiver.* Failure by Declarant or an Owner to enforce this Declaration is not a waiver.

4. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration.

5. *Amendment.* This Declaration may be amended at any time by the affirmative vote of 67 percent of the Owners or as otherwise provided herein, but amendment shall in no way alter Declarant's rights herein without Declarant approval.

6. *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.

7. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* On written approval of Declarant and not less than seventy-five percent (75%) of the Owners, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property. This Paragraph 8 shall not alter, amend, or limit the Declarant's rights under *Paragraph A. Imposition of Covenants 4. (a)* hereinabove written.

9. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

10. *Acceptance of Declaration.* The provisions hereof are hereby made a part of each contract and deed in respect of any Lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

11. *Interpretation.* This Declaration shall be liberally construed to effectuate its

purpose of creating a uniform plan for Subdivision.

12. *Committees.* Declarant may appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Declarant.

13. *Assignment.* Declarant may assign to any person or entity any or all rights, powers, reservations, easements and privileges herein reserved by and to Declarant and any such assignee or successor assignees shall have the same right to so assign.

14. *Enforcement; Attorney's Fees.* Enforcement of these restrictions, covenants and conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such restrictions, covenants and conditions, either to restrain violation or to recover damages, and failure to enforce any restriction, covenant, condition herein contained shall in no event be deemed a waiver of the right to do so thereafter. 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's fees, and court costs.

15. *Association.* After Declarant has conveyed its last Lot, the Owners of seventy-five percent (75%) of Lots in the Subdivision may authorize the formation of an association of Owners ("Association") by signing and acknowledging a statement containing (a) the proposed Association's name and type of entity and (b) the names and addresses of the initial directors. The Association will be governed by this Declaration, its Certificate of Formation, if any, and its bylaws and rules adopted by its board of directors (collectively, "Dedicatory Instruments").

If an Association is formed, every Owner will be a member and agrees to comply with the Dedicatory Instruments with the same consequences for failure to comply as are contained in this Declaration for failure to comply with it. Membership in the Association is appurtenant to and may not be separated from ownership of a Lot. If more than one person is an Owner of a Lot, only one vote may be cast for the Lot. The Association will have the powers of a property owners' association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments. The Association may levy assessments to pay the expenses of its formation; to promote the recreation, health, safety, and welfare of Owners in the Subdivision; to fund its operating expenses; and to improve and maintain any common areas. An assessment is a personal obligation of each Owner when the assessment accrues. Assessments are secured by a continuing vendor's lien on each Lot, and the lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants a lien, together with the power of sale, to the Association to secure assessments. The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to assessments due before the foreclosure. The bylaws or the rules of the Association establish when assessments are due, how assessment amounts may be changed, and the Association's rights to collect assessments. Regular assessments will be equal for all Lots. The bylaws and rules may also specify the Association's remedial rights to charge late fees for late payment of assessments; enforce compliance with the Dedicatory Instruments; and assess an Owner for attorney's fees and costs arising out of enforcement actions, foreclosure of the

Association's lien, or suspension of an Owner's rights, including voting rights, for a delinquency in paying an assessment or other violations of the Dedicatory Instruments.

KBE MANAGEMENT COMPANY SERIES 9, a series of KBE MANAGEMENT COMPANY, LLC, a Texas limited liability company

By: _____
Kyle Erwin, Manager

(Acknowledgment)

STATE OF TEXAS
COUNTY OF WISE

This instrument was acknowledged before me on the 27th day of August, 2026, by Kyle Erwin, as Manager KBE MANAGEMENT COMPANY SERIES 9, a series of KBE MANAGEMENT COMPANY, LLC, a Texas limited liability company.

WILLIAM B MUMAW
Notary Public, State of Texas
Comm. Expires 08-12-2030
Notary ID 129917544

_____
Notary Public, State of Texas
Notary's name(printed): William B. Mumaw
Notary's commission expires: 8/12/2030

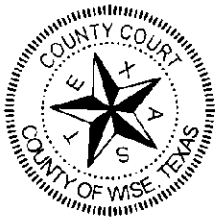
After recording, please return to:
KBE MANAGEMENT COMPANY SERIES 9
P.O. Box 643
Boyd, Texas 76023

FILED AND RECORDED

Instrument Number: 202613140

Filing and Recording Date: 08/28/2026 02:08:07 PM Pages: 12 Recording Fee: $65.00

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



Blanca Tuma, 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 Offical Record.**

Deputy: cassandrar