

DEED RESTRICTIONS  
CANYON CREEK RANCH

These Restrictions are made on July \_\_\_\_\_, 1999, by OLD BROCK DEVELOPMENT LLC., acting herein by and through its duly authorized President, BEAU DUNCAN, at Weatherford, Parker County, Texas ("Declarant") whose mailing address is 522 West Lake, Weatherford, Texas 76087.

RECITALS

1. Declarant is the owner of all that certain real property ("the Property") located in Parker County, Texas, and more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.
  
2. Declarant has devised a general plan for the entire Property as a whole. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
  
3. This general plan will benefit the Property in general, the Tracts that the constitute the Property, the Declarant, and each successive Owner of an interest in the Property.
  
4. Therefore, the Declarant desires to restrict the Property according to these restrictions in furtherance of this general development plan.

NOW THEREFORE, it is declared that all the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

## ARTICLE I

### DEFINITIONS

1.01 Developer "Developer" means OLD BROCK DEVELOPMENT, LLC, its successors and assigns, provided any such successors or assigns shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "A", or the real property which is intended to become part of the Development, and provided further, in the instrument of conveyance to any such successor or assign, such successor or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit "A" attached, and which is now or hereafter subject to this Declaration, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant," hereunder at any one time.

1.02. Owner "Owner" means the record owner (including Declarant), whether one or more persons or entities, of fee simple title to any Tract. If fee simple title has been transferred and is being held merely as security for the repayment of a loan, the person or entity who would own the Tract in fee simple if such loan were paid in full shall be considered the Owner.

1.03 Property "Property" means that certain real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with any additional real property as may be subject to this Declaration.

1.04 Residence "Residence" means a Structure situated upon a Tract intended for independent use and occupancy as a residence for a single family. A structure situated on a Tract shall not become or be used as a Residence until all required permits and certificates have been issued for such Residence.

1.05 Restrictions "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by the Declarant attached to this Declaration.

1.06 Structure "Structure" means any excavation, grading, fill, ditch, diversion, drain site preparation work or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Tract, or which affects or alters the flow of waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Tract.

1.07 Tract "Tract" means any parcel of land of 1.5 or more acres conveyed by Declarant to an Owner.

## ARTICLE II

### ARCHITECTURAL CONTROL

#### Approval of Plans and Specifications

2.01 Developer must review and approve in writing all of the following projects on the Property:

(a) Construction of any residential dwellings, outbuildings, fences, walls, or other structures.

(b) Any exterior addition, change, or alteration in any residential dwellings, outbuildings, fences, walls or other structures.

(c) Any landscaping or grading of any Tract or Tracts.

## Application for Approval

2.02 To obtain approval to do any of the work described in Paragraph 2.01, an Owner must submit an application to the Developer showing the plans and specifications for the proposed work. Such plans and specification shall detail the nature, shape, heights, materials, colors, and location of the proposed work.

## Standard for Review

2.03 The Developer shall review applications for proposed work in order to (1) ensure conformity of the proposal with these restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for provided insufficient information. The Developer shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Developer should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

## ARTICLE III

### USE RESTRICTIONS AND ARCHITECTURAL STANDARDS

#### Residential Use Only

3.01 All Tracts shall be used for single family residential purposes only. Single family use consists of use as a dwelling by two (2) or more natural persons who are related by marriage or kinship or by not more than four (4) natural persons who are not related by marriage or kinship. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property shall have the right during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property.

## Type of Building Permitted

3.02 No building shall be erected, altered, or permitted on any Tract other than one detached single family dwelling not to exceed two stories in heights, with a private garage for at least two (2) automobiles, not more than four (4) automobiles, and approved outbuildings. No building, inclusive of the main dwelling or outbuilding shall be constructed unless the design meets with requirements of what is commonly known as frame constructor or better, unless otherwise approved by the Developer. No mobile homes, manufactured housing or home trailers shall ever be permitted on the lot, either temporarily or otherwise.

## Design, Minimum Floor Area, and Exterior Walls

3.03 Any primary residence constructed on a Tract must have a minimum floor area (air conditioned interior living space) of not less than the square footage designated below, exclusive of open or screened porches, eaves, terraces, patios, driveways, carports, outbuildings and garages. The exterior walls of any residence shall consist of not less than 50% masonry construction. All exterior colors, textures, and materials must be compatible not only with the specified design motif but also with adjacent and surrounding Tracts and overall community appearance.

A. As to the property that fronts Old Brock Road: Any one story residence constructed on the property shall have a ground floor area of not less than 2,250 square feet (any two story residence constructed on property shall have a ground floor area of not less than 1,600 square feet), exclusive of garages, porches, terraces, patios, driveways or carports. All garage entryways shall open to the side or back of the residence, not the front of the residence.

B. As to Phase I in platted development: Any one story residence constructed on the property shall have a ground floor area of not less than 2,050 square feet (any two story residence constructed on the property shall have a ground floor area of not less than 1,500 square feet), exclusive of garages, porches, terraces, patios, driveways or carports. All garage entryways shall open to the side or back of the residence, not the front of the residence.

C. As to any tract containing less than 1.75 acres: Any one story residence constructed on the property shall have a ground floor area of no less than 2,250 square feet (any two story residence constructed on property shall have a ground floor area of not less than 1,600 square feet), and no more than 3,000 square feet, exclusive of garages, porches, terraces, patios, driveways or carports. All garage entryways shall open to the side or back of the residence, not the front of the residence.

3.04 At least fifty percent (50%) of the exposed exterior of all primary residences must be of brick, stone, or masonry construction, except two story Victorian homes may be of frame construction upon written permission from the Developer.

3.05 Outbuildings (barns, stalls, tool sheds, etc.) must be of new construction and shall be limited to two (2) buildings. All exteriors must meet the colors and type of material consistent with other barns and out buildings in Development, and must be approved in writing by Developer or Overview Board in Developer's absence.

### Setbacks

3.06 All buildings must be a minimum of fifty (50) feet from the front and rear property lines, and a minimum of twenty (20) feet from the side or adjacent property lines, except with written permission from the Developer. For purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Tract to encroach upon another Tract. If two or

more Tracts or portions of two or more Tracts are consolidated into one building site, these building setback requirements shall apply to the resulting building site as if it were one original, platted Tract.

### Re-Subdivision or Consolidation

3.07 No Tract shall be re-subdivided.

### Easements

3.08 Easements for the underground installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and as set out in Paragraph 3.22. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, flowers, or other property of the Owner situated in the easement.

### Noxious or Offensive Activities Prohibited

3.09 No noxious or offensive activity shall be conducted on any Tract that may be or may become an annoyance or nuisance to this neighborhood.

3.10 No trade or business of any type shall be carried on upon any lot, except professional services (non-manufacturing) businesses of a limited nature are permitted, such as legal, insurance, accounting, real estate, engineering, and limited hobby-type businesses. Space required for business purposes must be contained within the residence.

### Signs

3.11 No sign or any type shall be allowed on any Tract; however, Developer, as well as any other person engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period to construct and maintain signs advertising the construction and sale.

#### Rubbish, Trash and Garbage

3.12 No Tract shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush or other debris.

#### Sewage disposal

3.13 No individual sewage disposal system shall be permitted on any Tract unless the system is an aerobic system designed, located, and constructed in accordance with the requirements, standards, and recommendations of Developer, and such system meets and/or exceeds aerobic system specifications in compliance with all TNRCC laws

Each Residence shall contain indoor plumbing fixtures attached to a sewage disposal or septic system approved by the Parker County Health Department, before being occupied. No septic tank or lateral line can be placed within one hundred (100) feet of water well or proposed water well, or must comply with TNRCC laws.

#### Water Supply

3.14 No individual water supply system shall be permitted on any Tract unless the system is located approximately twenty-five (25) feet from front property line, constructed and equipped in accordance with the requirements, standards and recommendations of Parker County Health Department and must be approved by Developer and comply with all TNRCC laws.

#### Hunting

3.15 No hunting of any nature shall be permitted at any time.

#### Animals

3.16 No swine shall be raised, bred or kept on any Tract; however, livestock is permitted, but limited to one (1) animal per acre.

#### Trucks, Buses, Boats, Recreational Vehicles, Inoperable Vehicles and Trailers

3.17 No truck, bus, boat, recreational vehicle, inoperable vehicle or trailer shall be left parked in the street in front of any Tract. No truck, bus, boat, recreational vehicle, inoperative motor-vehicle, trailer, machinery and/or equipment shall be parked on the driveway or any portion of the Tract in such manner as to be visible from the street. No bus, inoperable vehicle or wrecked vehicle shall be allowed on a Tract. All tools, equipment, boats, motorhomes and material(s) must be kept out of site in outbuilding.

#### Poles, Masts and Antennas

3.18 No poles, masts, or antenna of any kind may be erected over thirty (30) feet off the ground.

## Construction, Driveways and Fencing

3.19. Upon commencement of construction, the Owner of said Tract must complete a primary residential dwelling within twelve (12) months complying with the restrictions set forth herein

3.20 Any property owner building a stock tank, dredging, or doing any moving of dirt in any drainage easement on any tract must contact Parker County and all appropriate authorities before beginning to obtain property approvals.

3.21 All fences on the front property line (property that fronts the road) must be pipe and cable, and must exactly match the fence that the Developer installed (including color) to the best of their ability.

## Reservation of Easements

3.22 Utility easements will be eight (8) feet inside all front, rear and adjacent side lot boundaries unless otherwise noted. All will be underground, not overhead.

## Duration and Amendment

3.23 The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than seventy-five percent (75%) of the Owners. Neither amendment nor any termination shall be effective until recorded in the Real Records of Parker County, Texas, and all requisite governmental approvals, if any, have been obtained.

## Enforcement

3.24 The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party bound.

3.25. These restrictions are enforceable in the District Court of Parker County, Texas, not in the Commissioner's Court of Parker County, Texas.

These Restrictions are executed and effective this the \_\_\_\_\_ day of JULY 1999, at Weatherford, Parker County, Texas.

OLD BROCK DEVELOPMENT, LLC

BY: \_\_\_\_\_

BEAU DUNCAN, PRESIDENT

THE STATE OF TEXAS

COUNTY OF PARKER

This instrument was acknowledged before me on the \_\_\_\_\_ day of July 1999, by Beau Duncan, President of Old Brock Development LLC, a Texas Limited Liability Company, on behalf of said company.

\_\_\_\_\_

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

OLD BROCK DEVELOPMENT, LLC

C/O BEAU DUNCAN

522 WEST LAKE

WEATHERFORD, TEXAS 76087