

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DECLARATION OF RESTRICTIVE COVENANTS

This DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is established by 9706, LLC, a Texas limited liability company ("Declarant").

Recitals

WHEREAS, Declarant is the owner of 23.072 acres of land, more or less, in Denton County, Texas, more particularly described on **Exhibit A** which is attached hereto and incorporated herein by reference (the "Land"); and

WHEREAS, Declarant, as owner of the Land, intends to restrict the uses that may hereinafter be conducted on the Land and to further restrict and encumber the Land with restrictive covenants affecting its use and operations.

Agreement

NOW, THEREFORE, Declarant hereby establishes, and encumbers the Land with the following restrictive covenants, subject only to such existing interests in the Land, if any, that are superior to these restrictive covenants.

Definitions

"Building" means a Residence, Outbuilding or any other structures.

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

"Declarant" means 9706, LLC, and any successor that acquires any unimproved Lot owned by Declarant and is named as Declarant's successor in a recorded document.

"Lot" means each tract of Land designated as a lot on the plat attached hereto as **Exhibit B** which is incorporated herein by reference. If any Lot is subdivided, as permitted by law, it will still be one Lot for the Covenants hereunder.

"Outbuilding" means a building (other than a Residence), including without limitation a garage, barn, shed, lean-to, pool house, or shed.

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

"Residence" means a detached building designed for and used as a dwelling by a Single

Family.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedroom in a Residence.

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

ARTICLE 1 COVENANTS

Section 1.1. Imposition of Covenants. Declarant imposes the Covenants on the Land. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Land is subject to the Covenants. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Land 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. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him/her/it to a fine, damages, or injunctive relief.

Section 1.2. Covenants.

a. Lots shall be used for residential purposes only; provided that non-commercial agricultural use shall be permitted subject to the restrictions hereunder.

b. Only one Single Family Residence (which may be referred to herein as the "main Residence") shall be permitted on a Lot, and no more than four (4) other Buildings shall be permitted on a Lot.

c. The main Residence shall be erected containing no less than 2,000 square feet of air conditioned and heated area, exclusive of open porches, garages and breezeways. The exterior construction of the main Residence on any Lot shall be constructed of 80% masonry construction. The term "masonry" includes without limitation brick, stone, granite, marble, cast stone, stucco or masonry siding. The main Residence must have a minimum of a two (2) car enclosed garage.

d. All Buildings and fencing will be of new materials only.

e. No mobile or modular buildings, mobile or modular homes, or mobile or modular Residence of any kind shall be placed or maintained on any Lot. The main Residence and all Outbuildings are to be site built only.

f. No junkyards, salvage yards, or dumping grounds for rubbish, trash or debris.

g. No commercial businesses.

h. Minimum set back lines on the front of any Lot shall be 50 feet measured from

the front property line.

i. Minimum set back lines on the sides of any Lot shall be 25 feet measured from the side property line(s).

j. Minimum set back lines on the rear of any Lot shall be 30 feet.

k. Maximum height of any Building shall be no more than 40 feet.

l. No radio towers or antennas over 25 feet in height.

m. No noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon which would be illegal, an annoyance or nuisance to any owner(s) of adjoining property. This includes but is not limited to motor cross tracks, gun ranges, lighted outdoor arenas, public or private.

n. Outbuildings must be built simultaneously or after construction of the main Residence.

o. No inoperable Vehicle can be stored outdoors.

p. Campers, trailers, and RVs must be stored behind the main Residence. In no event can a camper, trailer or RV be stored on any Lot until the main Residence is completed on the Lot.

q. One of the Outbuildings may be a guest home. The guest home must be the same construction as the main Residence. The guest home must be built South of the main Residence, and simultaneously or after construction of the main Residence. The guest home cannot be larger than one-half (1/2) of the livable square footage of the main Residence (excludes porches and garages).

ARTICLE 2 ENFORCEMENT

Section 2.1 Enforcement. Enforcement of these covenants shall be by proceedings at law or in equity against any person or entity violating or attempting to violate the same, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by Declarant hereof or any Lot Owner. The foregoing shall not require Declarant to enforce or uphold any of these Restrictions. The legal fees incurred by any party in the enforcement or defense of this Declaration shall be paid by the prevailing party in such action.

Section 2.2 Remedies are Cumulative. Any remedies in this Article 2 are cumulative and shall be deemed additional to any and all other remedies to which any person may be entitled in law or in equity, and shall include suits for damages, ex parte applications for temporary restraining orders, the right to restrain any injunction, any violation or threatened violation by any party of any of the terms, covenants or conditions of this Declaration and by decree to

compel performance of any such terms, covenants or conditions.

ARTICLE 3 MISCELLANEOUS

Section 3.1 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.

Section 3.2 Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of Declarant and its successors, successors-in-title and assigns. The restrictions and covenants contained herein shall constitute covenants running with the land in perpetuity, binding on each Owner, occupant or user of the Land, or any part thereof.

Section 3.3 Law Governing. The laws of the State of Texas (without regard to its conflicts of law principles) shall govern the interpretation, validity and enforceability hereof.

Section 3.4 Captions. Titles or captions of articles, sections or paragraphs contained in this Declaration are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Declaration or the intent of any provisions hereof.

Section 3.5 No Waiver. Failure by Declarant or an Owner to enforce this Declaration is not a waiver.

Section 3.6. Corrections. Declarant at any time 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.

Section 3.7. Amendment. This Declaration may be amended at any time by the affirmative vote of 100% of the Owners after all the Lots are sold by Developer. If a Lot has multiple owners it shall not entitle that Lot to more than one vote. Amendments made at any other time shall require the affirmative vote of 100% of the Owners. Any amendments shall be recorded in the Real Property Records of Denton County, Texas.

Section 3.8. Notices. Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested, or personal delivery.

Section 3.9 Zoning and Governmental Requirements. If the terms of this Declaration conflict with zoning or any other governmental requirements the more restrictive provision shall control.

Section 3.10 Deed Restrictions. If the terms of this Declaration conflict with any recorded deed restrictions the more restrictive provision shall control.

{Intentionally Blank-Signatures on the following page}

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictive Covenants on the 13th day of November, 2020.

DECLARANT:

9706, LLC,
a Texas limited liability company

By: Justin Newland, managing member
Justin Newland, Managing Member

By: Everette Newland, managing member
Everette Newland, Managing Member

THE STATE OF TEXAS

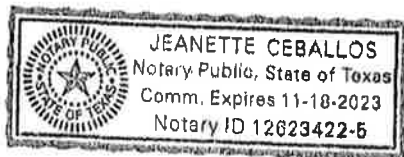
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COUNTY OF DENTON

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This instrument was acknowledged before me on the 13th day of November, 2020, by Justin Newland, Managing Member of 9706, LLC, a Texas limited liability company.



Jeanette Ceballos
Notary Public, State of Texas

THE STATE OF TEXAS

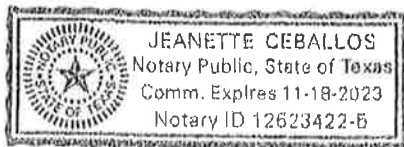
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COUNTY OF DENTON

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This instrument was acknowledged before me on the 13th day of November, 2020, by Everette Newland, Managing Member of 9706, LLC, a Texas limited liability company.



Jeanette Ceballos
Notary Public, State of Texas

EXHIBIT A
LEGAL DESCRIPTION OF THE LAND

Lots 1 through 6, GOLDIE'S FARM, an Addition to Denton County, Texas, according to the Plat thereof recorded in County Clerk's Document Number 2020-372, Plat Records, Denton County, Texas.

PLAT

