



**Declaration of Restrictive Covenants of the
Thomas Estates, Parker County, Texas
Subdivision**

Basic Information

Date: April 28, 2021
Declarant: RJKK Development Group, LLC, a Texas limited liability company
Declarant's Address: 1606 West Bill B Road, Azle, Texas 76020
Property: Lots 10-34, Block 2, Thomas Estates, Parker County, Texas, and being 32.670 acres of land situated in the John B. Thomas Survey, Abstract No. 1290, Parker County, Texas, shown on the Plat recorded under Clerk's File Number 2021-25471, Plat Records, Parker County, Texas

Definitions

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

"Declarant" means RJKK Development Group, LLC, 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.

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

"Lot" means each tract of land designated as a lot on the Plat.

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

"Plat" means the Plat of the Property recorded under Clerk's File No. _____ of the real property records of Parker County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"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 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.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, 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 a fine, damages, or injunctive relief.

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. Owners do not own any utility facilities located in an Easement.
3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.
4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.
5. Declarant reserves an easement in, on and over an area located within 10 feet of the outside perimeter or boundary of the tract conveyed for the purpose of constructing and maintaining, or permitting the construction and maintenance of any pipelines, conduits, telephone, electric light poles and such other equipment necessary to provide utility services. Declarant expressly reserves the right to assign to third party all rights reserved with respect to easements or as otherwise noted on the recorded plat.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.
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. No Lot may be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.
- e. Any storage of –
 - i. No trash may be stored on the Lot for more than one week, except construction debris which must be removed in a timely manner. All construction debris must be kept in a container or dumpster. Failure to keep construction debris contained will result in assessments for the cost of clean up.
 - ii. Inoperable or abandoned vehicles may not be parked upon any Lot or street. Hobby or project vehicles must be garaged or kept well screened out of view of neighbors and the street. Storing multiple inoperable vehicles outside is strictly prohibited. All operable vehicles must be parked in the garage or on the driveway of a Lot.
 - iii. Unsightly objects unless completely shielded by a Structure;
- f. No drilling, oil/natural gas development operations, oil refining, quarrying or mining operation of any kind shall be used upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or similar structure shall be erected, maintained, or permitted upon any lot.
- g. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that, dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No more than four pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.
- h. Any commercial or professional activity except reasonable home office use;
 - i. No mobile homes or movable housing of any type shall ever be permitted except a travel trailer or portable sales office by the developer. Portable temporary sales offices for builders may be allowed on a case by case basis but must be approved by the Declarant. One recreational vehicle may be parked at the rear of the property with proper screening. It may not be used as a Residence. No trailer, car, house trailer or movable structure shall ever be parked or placed, temporarily or otherwise on any Lot for use as a Residence, servants house, or living quarters.

- j. Moving a previously constructed house onto a Lot;
- k. Hunting and shooting;
- l. No Residence or Structures of any character may be moved from any location outside the subject tract to the subject Lot except for one 300 square foot or less storage building with written approval from Declarant;
- m. No pole/mast, antenna, radio, television, satellite dish, other aerial, or any Structure of any kind may be erected more than 20 feet higher than the highest point of any Structure;
- n. No recreational vehicle, bus or other vehicle, boat, trailer, tent, shack, barn, tree house, approved storage building or other out-building shall be used on any Lot at any time as a Residence, either temporary or permanent. Recreational vehicles, boats, buses, machinery, equipment, boat trailers, horse trailers, campers and personal watercraft shall be stored only in unobtrusive locations and after construction of primary residence is completed. Large scale storage of any machinery, equipment, vehicles, boats, buses, recreational vehicles, trailers or other such items is prohibited;
- o. No boats, trailers, mobile homes, camper or similar wheeled vehicle shall be stored (except temporarily - not to exceed 24 hours), nearer to the street than the front of the Living Unit situated thereon. No boats, trailers, mobile homes, camper or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within the fenced, walled or enclosed portion of such Lot. Any fence or enclosure shall be subject to approval by the Declarant;
- p. Camping shall be permitted on the property only by Owner for a maximum of 2 days at a time. Any camping tents or structures shall be removed after 2 days. No one shall be allowed to permanently camp at or upon their Lot;
- q. Any signs visible from any street must be approved by Declarant except seasonal greeting signs, national or local holiday observances or professional real estate signs not to exceed 5 feet by 3 feet. Any sign deemed offensive by Declarant will be removed by Declarant at their discretion. Approved builders have the right to display signage promoting sale of their properties in the subdivision as approved by Declarant. Owners have the right to respectfully display the American flag at their discretion;
- r. The construction or maintenance of billboard and/or poster boards on any Lot is prohibited;
- s. No Lot may be used as a race track of any kind;
- t. Motorcycles, four wheelers and other personal recreational vehicles may not be used on any Lot not owned by the Owner. Declarant reserves the right to allow usage of these types of vehicles by Owners on their Lot. If 2 or more neighbors owning Lots adjacent to the offending Lot complain then Declarant shall have the right to terminate usage rights. Complaints must be in writing and signed by the Owner. Declarant may issue a warning. If not corrected, the right

may be revoked for a period of 1 year at Declarant's discretion. If 3 or more adjacent Owners or owning a Lot within 250 feet of the Lot complain then Declarant shall revoke the right for usage on that Lot for a period of 1 year. A warning shall be given by the Declarant first. If 3 Owners complain again, the privilege shall be revoked ;

u. Sporting, recreation, exercise, or play equipment, dog runs or other outdoor items shall be placed in the backyard of the Lots.

v. All swimming pools must be in ground and the location and the design of any proposed swimming pool, including fencing, pumps, backwash, and any other related paraphernalia must be approved in writing by Declarant.

D. Construction and Maintenance Standards

1. Lots

a. *Consolidation of Lots.* Any Owner owning two or more adjoining Lots may consolidate such Lots into one build site, with the express right of constructing improvements as otherwise permitted in the Declaration.

b. *Subdivision Prohibited.* No Lot may be further subdivided.

c. *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.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Subdivision.

b. *Required Area.* The total area of a Residence, exclusive of porches, garages, attics, or carports, must be at least 2,000 square feet. It does not include the floor area of the outbuildings.

c. *Location on Lot.* No residence or structure shall be permitted or constructed closer to an adjoining street than 40 feet. No residence or structure shall be permitted or constructed closer than 20 feet to any boundary of the subject Lot. On corner Lots, residence or structure must be a minimum of 40 feet from the front street and 40 feet from the side street. Pump house and well covers must be a minimum of 15 feet from any boundary line. Any residence constructed on the subject property shall front on the street on which it is located.

d. *Garages.* All Residences must have at least a two car garage. Front entry garages are not allowed. All garages must be side or rear entry. Garages or other out-buildings must have plans submitted in writing and pre-approved by Declarant. Failure to have plan pre-approved may result in forced removal of all at Declarant's will at Owner's expense. Shops at the rear of the property may have a front entry. No more than one storage building may be constructed on a Lot. All out-buildings submitted for approval must include a site plan and scale

drawing. Out-building may be constructed of matching brick or rock to the main Residence or other materials as approved by Declarant.

e. *Fences, Walls, and Hedges.* Fences may be constructed on a Lot only with a site plan of the proposed fence, including material list and approval in writing by Declarant. It may not create a safety hazard or create a site line hazard at any intersection any may not be closer to the front boundary line than the front of the Residence. Acceptable fencing for the neighborhood is welded pipe rails with non-climb wire or cattle panel attached. Pipe rail with cable cross section is also allowed. Chain link fencing, barb wire or cattle panel is strictly prohibited. Privacy fencing is only permitted around immediate backyard pool area or patio area and may not encompass more than a 50 foot by 50 foot area or as necessary to enclose a swimming pool area. Any wood privacy fence must be constructed of Cedar or Redwood to avoid long term degradation and be stained or sealed. Any fence constructed without prior written approval or of prohibited materials will be subject to removal by Declarant at Owner's expense. Privacy fencing is allowed around the exterior perimeter boundary of the subdivision with Declarant approval.

f. Landscaping must be installed at the time of construction. Landscaping is defined as: sod in place 25 feet from the Residence in all directions and irrigation system.

g. Construction of garages, out-buildings, metal buildings and metal shops are allowed under the following rules:

i. The building must be on the back of the lot and not a visible interference to the neighboring lots

ii. The building floor square footage cannot exceed 50% of the living square footage of the Residence.

iii. Buildings cannot be built until the Residence is constructed or under construction.

iv. Buildings cannot exceed an exterior wall height of 16 feet

v. the front of the building must be masonry matching the Residence unless the building is completely screened from view from the road with trees, shrubs, or other acceptable material to Declarant.

vi. Sides of the building must be screened with plantings approved by Declarant if visible from the road.

vii. Building cornices must be finished

viii. Setbacks from the side and rear boundary lines are the same as the Residences.

ix. All buildings must be from suitable material approved by Declarant.

h. Any improvements commenced upon a Lot shall be completed within 12 months of commencement. No building materials of any kind shall be placed or stored upon any Lot until the Owner of such Lot is ready to commence improvements, and then the materials must be placed within the boundary lines of the Lot which the improvements are to be erected and shall not be placed on the street or between the road surface and the boundary line.

i. The exterior of any residence shall be of masonry, similar construction (stucco, thin veneer stone), hardibacker (or comparable). Windows, doors, cornices and columns are excluded from this requirement. In no event will the Declarant allow log finish or dome type construction. All roofs must be constructed with a minimum pitch of 8" rise for a 12" run.

j. All natural tree cover should be maintained whenever possible. Trees may be removed or new home construction, swimming pools, driveways, and other similar structures. Underbrush and undesirable low vegetation may be removed at Owner's discretion. Large scale removal of trees on any Lot is strictly prohibited. Removal of large trees over 10" diameter not necessary for construction must be approved by Declarant.

k. Each Lot shall be kept and maintained in a neat and orderly condition, with weeds, grass and/or unsightly growth property controlled. Grass must be kept at a height not to exceed 12". No junk or debris material of any kind shall be stored on a Lot other than in an approved enclosed Structure. Firewood and bicycles may be stored in backyards only, no trash shall be allowed to accumulate and remain upon any Lot. Trash shall only be kept in sanitary containers so as to prevent intrusion by animals. In the event any Lot is not properly maintained, or cleaned up within 30 days after notice of violation is given, Declarant may clean up such Lot or hire outside services to do so and charge the Owner for such services. Unpaid fees shall become a charge and lien upon said Lot.

3. *Building Materials for Residences and Structures*

a. The exterior of any residence shall be of masonry, similar construction (stucco, thin veneer stone), hardibacker (or comparable). Windows, doors, cornices and columns are excluded from this requirement. In no event will the Declarant allow log finish or dome type construction.

b. *Roofs.* Only composition roofs (35 year guarantee minimum) may be used on Residences and Structures. All roof stacks must be painted to match the roof color. All roofs must be constructed with a minimum pitch of 8" rise for a 12" run. Residence must have gutters.

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

d. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete. Concrete for the driveway must be from the slab to the road.

E. General Provisions

1. *Term.* This Declaration runs with the land and is binding for a term of 20 years.
2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.
3. *Corrections.* Declarant 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.
4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of 67 percent of the Owners.
5. *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.
6. *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.
7. Declarant herein reserves all rights, power and authority to enforce the provisions of these restrictions. Declarant shall be permitted to assign or grant to third parties the authority reserved by the Declarant herein, together with full authority to amend, alter, grant variances and abrogate any term, condition or requirement set forth in these restrictions.

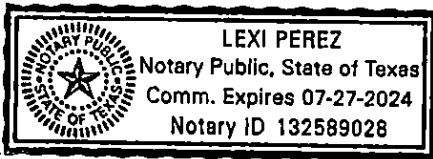
RJKK Development Group, LLC, a Texas limited liability company

Ronald Thomas
Ronald Thomas, President

STATE OF TEXAS)

COUNTY OF TARRANT)

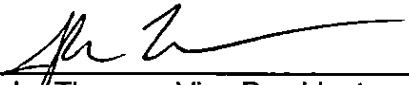
This instrument was acknowledged before me on April 28th, 2021, by Ronald Thomas, President of RJKK Development Group, LLC, a Texas limited liability company, on behalf of said company.



Lexi Perez
Notary Public, State of Texas

My commission expires: 7/27/2024

RJKK Development Group, LLC, a Texas limited liability company

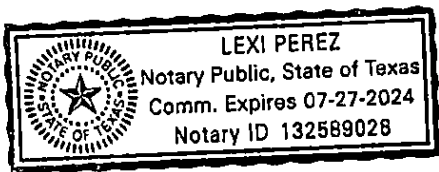



John Thomas, Vice President

STATE OF TEXAS)

COUNTY OF TARRANT)

This instrument was acknowledged before me on April 28th, 2021, by John Thomas, Vice President of RJKK Development Group, LLC, a Texas limited liability company, on behalf of said company.

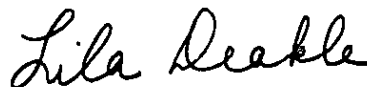




Notary Public, State of Texas
My commission expires: 7/27/2024

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



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06/28/2021 03:58 PM
Fee: 62.00
Lila Deakle, County Clerk
Parker County, Texas
RESTRICT