



DECLARATION OF RESTRICTIVE COVENANTS OF
THE

Prairie Winds Estates, LLC

BASIC INFORMATION

Date: March 18, 2024
Declarant: Prairie Winds Estates, LLC
Declarant's Address: 2491 FM 1189, Brock, TX 76087

DEFINITIONS

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

"Applicable Law" means all federal, state and local laws, ordinances, regulations, or rules, applicable to the person, circumstance and/or property addressed in the provision of this Declaration in which the term appears.

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

"Declarant" means Prairie Winds Estates, 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.

"Design Standards" means the set of standards for the design and construction of Structures, and the design for landscaping, applicable to all Lots, including but not limited to the Construction and Maintenance Standards in Section D herein.

"Designated Parking Areas" means the areas shown on the Plat, or otherwise designated by the Declarant or the Board, as a parking garage or surface parking areas to be used by Owners and their invitees.

"Development Period" means the period beginning on the date of this Declaration and ending on the date when Declarant has no Lots.

"Easements" means Easements designated on the Plat for access, utilities, drainage, and other purposes as shown on the Plat, that are not expressly designated as public utility or public access easement.

"Governing Documents" means this Declaration and the certificate of formation, Bylaws, Rules, and Design Standards, as the same may be amended from time to time.

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

"Member" means Owner.

"Owner" means every record Owner of a fee interest in a Lot, other than the Association.

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"Plat" means the Plat of the Property recorded in the real property records of Parker County, Texas, and any replat of or amendment to the Plat, particularly described as Prairie Winds Estates, an Addition to Parker County, Texas according to plat thereof recorded in 202408780 of the Plat Records of Parker County, Texas.

"Rules" means the rules or regulations adopted by the Declarant or by the Board for the operation, maintenance and use of the Common Areas; for the safety, benefit and welfare of the Owners; or to otherwise carry out the powers and duties granted under the Governing Document.

"Real Property Records" means the real property records of the county or counties in which the Subdivision is located.

"Structure" means any improvement on a Lot, including, but not limited to, a building, fence, wall, paved outdoor seating area, driveway, and walkway.

"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; Authority of Declarant

1. Declarant is the owner of all the property in the Subdivision and 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 the Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the Association, damages, or injunctive relief.
4. Any provision in the Governing Documents to the contrary notwithstanding, the Declarant reserves the right, during the Development Period, to facilitate the development, construction and marketing of the Subdivision, to direct the size, shape, and composition of the Subdivision, and to amend this Declaration. These rights are in addition to all other rights afforded to Declarant by the Governing Documents and take precedence over any conflicting provisions in the Governing Documents.

B. Plat and Easements

1. The Plat, including the Easements, is part of this Declaration and is incorporated by reference.
2. During the Development Period, only the Declarant, or persons expressly authorized by Declarant, or to whom Declarant grants all or a portion of its rights in the Easement ("Easement holder") may use an Easement for access, or for the installation of facilities. Thereafter, the Board will have the use and control of the Easements in place of the Declarant. An Owner may use that portion of the Owner's Lot lying within an Easement for any purpose that does not unreasonably interfere with the purpose of the Easement.
3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement that arises from the use of the Easement by the Declarant or the Easement holder for the purpose of the Easement.
4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements. Owners do not own any facilities located in an Easement.
5. Ten (10) foot rear and ten (10) foot side easement for installation and maintenance of utilities is reserved along the rear and sides of the property.
6. The Subdivision streets are publicly dedicated.

C. Use and Activities

1. Permitted Use. A Lot may be used only for Structures constructed, maintained and used in accordance with the Governing Documents.
2. Prohibited Activities. Prohibited activities are:
 - a. any activity that is in violation of the Governing Documents or the rules;
 - b. any activity prohibited by Applicable Law;
 - c. any nuisance, noxious, or offensive activity;
 - d. any dumping of rubbish;
 - e. any storage of
 - i. building materials except during the construction, repair or renovation of a Structure;
 - ii. vehicles, except operable vehicles parked in Designated Parking Areas in accordance with applicable Rules, or vehicles located within a Structure; or

- iii. junk, broken and disused objects, trash, surplus of soil or rocks and similar items, that create an unsightly appearance, unless completely shielded from view by a structure or landscaping;
 - iv. items that constitute a threat to the safety of persons or property, including toxic or volatile chemicals, unless they are customarily used in the business operated on the Lot, and are properly used and stored in accordance with manufacturer's directions, industry standards and best practices, to mitigate the risk of harm.
- f. any exploration for or extraction of oil, gas or minerals;
 - g. installing a mobile home, manufactured home, manufactured housing, motor home, tiny house, or house trailer on a Lot;
 - h. moving a previously constructed house onto a Lot, except with ACC approval;
 - i. installing a tent, or temporary structure on a Lot;
 - j. interfering with a drainage pattern without ACC approval;
 - k. filing a request for a variance, zoning amendment, or other modification to existing zoning or land use restrictions or regulations applicable to a Lot, without ACC approval;
 - l. occupying a Structure that does not comply with the Design Standards or is otherwise in violation of the Governing Documents.

D. Construction and Maintenance Standards

1. Lots

- a. Consolidation of Lots. An Owner of adjoining Lots may not consolidate Lots into one site for the construction of one or more Structures, unless approved by the ACC.
- b. Subdivision Prohibited. No Lot may be further subdivided.
- c. Easements. No easement in a Lot may be granted without ACC approval.
- d. Maintenance. Each Owner must keep the Lot, all landscaping, and all Structures on his Lot in a neat, well-maintained, and attractive condition.

2. Structures

- a. Design Standards. All Structures must be aesthetically compatible with the Subdivision, and in conformance with the Design Standards, as determined by the ACC.
- b. Single Family Residence. No structure shall be erected on this property other than one single-family dwelling not to exceed two (2) stories in height, and subordinate outbuildings, garages, and barns, but shall not include any subordinate dwellings for rental purposes. The term "single family dwelling" as used herein shall exclude, and be

held to exclude hospitals, duplex-houses, townhouses, or apartment houses, and trailers, trailer houses, recreational vehicles, mobile homes or any type of tent; and no shack, barn or other outbuilding of any nature ever be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. To the fullest extent allowed by law, no tract or residential dwelling or other structure on a tract shall be used for the operation of a "group home", "family home", "community home", "half-way house", day care center, rehabilitation center, treatment facility, or residence of unrelated individuals who are engaging in, undertaking, or participating in any group living, rehabilitation, treatment, therapy, or training with respect to previous criminal activities or convictions, alcohol or drug dependency, physical or mental handicap or illness, or the like.

c. Any residence placed upon any Lot must:

- i. have a minimum 1,800 square feet of living space exclusive of porches and garages. A 10% variance may be allowed with ACC approval.
- ii. all dwellings shall be constructed of stone, stucco, masonry, brick, or such other materials as approved by the ACC, to the extent of at least 30% of the area of the outside walls on the first floor.
- iii. all composition roofs shall have a weight of at least 240lbs per 100 square feet of roof area.
- iv. metal or tile roofs are acceptable.
- v. all garages will be side or rear entry with a minimum of two cars.

d. The following setbacks shall apply to each Lot: Front Lot line: 25 feet, Rear Lot line: 10 feet, Side Lot line: 10 feet. The ACC reserves the right to stipulate additional building or improvement setbacks attributable to any Lot. The ACC further reserves the right to grant variances to the setbacks set forth herein.

e. In the event a Lot owner acquires more than one Lot and wishes to utilize the two or more adjoining tracts as one unit, then in such event, any set back lines or reserved easements may be adjusted by the ACC to relate only to the outer boundaries of the subject property.

f. All dwellings must be connected to water and septic system prior to occupancy. Further, all septic systems will be constructed in accordance with State and County specifications and located at the rear of the residence.

g. No structures may exist on a parcel of land that does not also contain a residence.

h. Any residential Structure constructed on the property must be completed within one (1) year from the date the slab is poured, and the slab must be poured within 60 days of approval of plans by the ACC. Any nonresidential shall be completed within 90 days of approval of the plans by the ACC.

i. During Declarant Control Period, Declarant retains the express right to grant variances, as may be needed in the sole opinion of the Declarant, to the location of such improvements.

j. All nonresidential buildings must be of such construction as to compliment the surrounding buildings and slab built. Metal buildings are allowed. Nonresidential buildings will not exceed 3,000 square feet. ABSOLUTELY NO PORTABLE BUILDINGS.

In addition to the single- family dwelling, an Owner may build a garage, incidental outbuilding, or barn on said land subject to ACC approval. Said garage, incidental outbuildings, or barns must be constructed of new materials and must be approved by the Developer or ACC. Further, the location of any garage, incidental outbuilding, or barn shall be located in such a manner as to be behind the primary residential structure. Under no circumstances shall a garage, incidental outbuilding, or barn be located in the front of the primary residence. The general area immediately surrounding any barn or garage must be kept free of debris or other unsightly accumulation of materials of any type.

k. All tracts are restricted against industry, pipeline yards, junkyards (including automobile junk parts places), or any business that gives off odor, fumes, dust, noise, or vibrations. Automobiles without current license plates, old tires, stacks of lumber or rubbish, discarded appliances, or anything unsightly or that might be a fire hazard, are strictly prohibited.

l. A lot or any portion of any Lot that is exposed to the public view (including the area between the Lot's front yard and the road pavement) must be maintained by the property owner in a neat and orderly fashion.

m. Any Structure that is damaged must be repaired within 90 days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 90 days and the Lot restored to a clean and orderly condition.

n. Only signs identifying a business conducted on the Lot may be installed on a Lot. Signs must comply with Applicable Law and the Design Standards.

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

p. Only one water well per platted lot allowed.

q. No boats, trailers, recreational vehicles, campers or similar wheeled vehicles shall be stored nearer to the street than the front of the living structure situation thereon.

r. Reflective house numbers are required. A 9-1-1- address number shall be erected by the landowner on his/her driveway, to be visible and readable from the public road.

3. Animals and Livestock.

- a. No commercial breeding or kenneling of any animals allowed, including wild animals.
- b. All pets must always be contained or supervised. Up to three (3) dogs are allowed and all dogs must be restricted to property owned by the Purchaser.
- c. No swine shall ever be kept upon the property, nor shall any part of the property be used for a commercial feedlot for livestock, fowl, dog, or cat kennel. No animal feedlot may be maintained.
- d. Two large farm animals (above 200 lbs.) or 4 small farm animals (under 200 lbs.) are allowed per platted lot. Examples of large farm animals – horses, cows, donkeys. Examples of small farm animals – goats, sheep.
- e. The ACC has the authority to grant variances for properly documented and submitted 4-H and/or FFA projects.

4. Fences

All fences will be 5-foot-tall pipe/steel posts fences with wire and will be painted with an earth tone color. All Fences to be built with new material. No privacy fences allowed whatsoever. All fences to be approved by ACC PRIOR TO CONSTRUCTION. All fences and entry ways installed by developer along Sarra Lane must be kept and maintained as originally installed.

5. Other

- a. If person or persons shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for other person or persons owning any tract of land in the developed area to prosecute proceedings at law, or in equity against the person or persons violating or attempting to violate any such restriction and covenant, and either to prevent him or them from doing so, or to correct such violation, or to recover damages or other relief, for such violation. Invalidation of any one or any part of these Restrictions by a judgment or court order shall in no way affect any of the provisions or parts of provisions, which shall remain in full force and effect.
- b. Grantor and/or assignees hereby reserve the right to amend or waive any of these restrictions.
- c. Seller herein expressly reserves unto himself, or his assignees, full right, power, and authority to grant variances with respect to individual tracts purchased within the area. Additionally, Seller herein shall have the express right to re-plat all or any portion of the lands contained within the general area, to cause such tracts to be larger or smaller as the developer and/or Seller shall, in his sole, judgment, deem appropriate. Seller herein shall have the right to grant building lines variances and to amend all or any portion of

the restrictions without notice and/or consent to or by any third party or Purchaser thereof.

d. These Restrictions and Covenants are hereby declared to be covenants running within the land and shall be fully binding upon all persons acquiring property in the above described area, whether by descent, devise, purchase, or otherwise, and any person by the acceptance of title to said property, or any portion thereof, shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants shall run with the land and shall be binding for a period of twenty-five years from the date hereof. At the end of such twenty-five year period, said restrictions and covenants shall automatically be extended for a successive period of ten years, unless by vote of three-fourths majority of then owners of developed lands (the owners of each tract of land in said area have one vote) taken prior to the expiration of said twenty-five year period, and filed or recorded in Parker County, Texas.

e. The above restrictions are not enforced by the Commissioners Court.

E. Architectural Control Committee (ACC)

1. Establishment

a. Purpose. The ACC is established to assist in ensuring that all Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Design Standards and other Governing Documents.

b. Members. The ACC consists of 3 members. During the Development Period, the Declarant will have the right to appoint all members of the ACC, and any members selected to fill a vacancy during an unexpired term. During this period, the Declarant will also have the right to remove or replace an ACC member at any time. Thereafter, the ACC members will be selected, replaced, and may be removed by the Declarant.

c. Term. ACC members serve until replaced as provided in b. or they resign.

d. Design Standards. The ACC will interpret and apply the Design Standards to applications for construction, and other applications filed with it in accordance with the terms of this Declaration. All Owners, other than Declarant, must file a request with the ACC for approval before taking any action to secure a zoning change, variance or modification to any other restriction or land use regulation. During the Development Period, the Design Standards may be modified from time to time by Declarant, provided that the Design Standards may not be revoked, or materially changed without the consent of the Board, once 30 or more Lots have been sold by Declarant. Thereafter, the Board may amend the Design Standards from time to time, provided that the Design Standards may not be revoked, or materially changed, except with a two-thirds vote of the property owners. On request, Owners will be provided with a copy of the most current Design Standards.

2. Plan Review

a. Required Review by ACC. No Structure may be erected on any Lot, or altered, (except for alterations to the interior of the Structure that do not involve a change to the building footprint, or other structural components of the Structure, or that would otherwise result in a change to the exterior appearance of the Structure) unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show, to the extent applicable, exterior design, height, building materials, color scheme, location of the Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail that the ACC may require.

b. Procedures

i. Complete Submission. Within 30 days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete. II

ii. Deemed Approval. If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 60 days after complete submission, the submitted plans and specifications are deemed approved.

c. Appeal. An Owner may appeal any action of the ACC. The appealing Owner must give written notice of the appeal to the ACC, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within 7 days after the ACC's action. The ACC shall determine the appeal within 10 days after timely notice of appeal is given. The determination by the ACC is final.

d. Records. The ACC will maintain written records of all requests submitted to it and of all actions taken. The ACC will maintain the written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

e. No Liability. The Declarant, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

F. General Provisions

1. **Term.** This Declaration runs with the land and is binding in perpetuity.
2. **No Waiver.** Failure by the Declarant or an Owner to enforce the Governing Documents is not a waiver.
3. **Corrections.** The 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.** During the Development Period, this Declaration may be amended only by the Declarant. Thereafter, this Declaration may be amended at any time with approval by 60 percent of the votes by Owners. An instrument containing the approved amendment will be signed by the Declarant and recorded. All amendments will be recorded in the Real Property Records. Owners will be provided with a copy of the amendment after adoption, and thereafter will be provided with a copy of the amendment or other Governing Documents upon request.
5. **Conflict.** In the event of a conflict, this Declaration controls over the other Governing Documents.,
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 the Governing Documents must be in writing. To the extent required by Applicable Law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Association's records, and the Association, the Board, the ACC, or a managing agent at the Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.
8. **Annexation of Additional Property.** During the Development Period, the Declarant may annex additional property to be governed by this Declaration. After such time, the Board may approve the annexation of additional property. Upon approval of an annexation, a document evidencing the annexation will be signed and recorded in the Real Property Records.

At the same time that the annexation is approved, the Governing Documents will be modified as necessary to reallocate voting rights and assessments, and to make other needed adjustments.
9. **Assignment of Declarant Rights.** Notwithstanding anything contained herein to the contrary, the Declarant may assign, temporarily or permanently, all or a portion of its rights as Declarant to any person(s).
10. **Liberal Construction.** The terms and provision of each Governing Document are to be liberally construed to give effect to the purposes and intent of the Governing Document. All doubts regarding a

provision, including restrictions on the use or alienability of property, will be resolved first to give effect to Declarant's intent to protect Declarant's interests in the Property, and second in favor of the operation of the Association and its enforcement of the Governing Documents, regardless which party seeks enforcement.

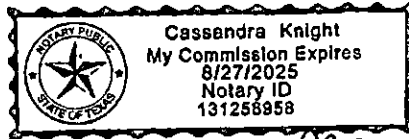
Prairie Winds Estates, LLC

a Texas limited liability company

By: Derek Osburn

Name: [Signature]

STATE OF TEXAS
COUNTY OF PARKER



This instrument was acknowledged before me on March 20, 2024 by

Derek Osburn, Prairie Winds Estates, LLC a Texas limited liability company, on behalf of said limited liability company.

Cassandra Knight

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Lila Deakle

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04/08/2024 02:33 PM
Fee: 65.00
Lila Deakle, County Clerk
Parker County, TX
RESTRICT