

DEED RESTRICTIONS
CHANCE FARM ADDITION
WISE COUNTY, TEXAS

The following restrictions are placed on the final platted lots in this addition and shall run with the title to said property or lots. The purpose and intent of these restrictions are to preserve and protect the property values within Chance Farm Addition.

1. **Primary Dwelling.** Pertaining to lots smaller than 3 acres. Any residence constructed on said land shall contain a minimum of 1500 square feet of "living area" exclusive of porches and garages and shall be constructed with new materials. All building exteriors must be fully completed for planned use on or before 6 months after the date of the beginning of the foundation. Front elevation design to be approved in writing by developer. Construction to begin within 12 months of lot purchase.
2. **Accessory Dwelling.** Up to one unit (such as guest home, mother in law home) may be constructed on site if allowed by Wise County Code. The accessory dwelling is allowed to have a ground floor of less than 1500 square feet.
3. **Exterior Surfaces.** The total exterior surface of all residential dwellings shall be constructed of new material, and may consist of brick, stone, wood, metal or material of equal characteristics. All exterior surfaces, especially any painted or stained wood surfaces, (including without limitation, garage doors) must be maintained in good conditions. Garage doors and window facings may be of metal or metal "clad" construction.
4. **Mobile Homes:** Pertaining to lots smaller than 3 acres. No mobile, manufactured or modular home, or used buildings or structures or any structure having a frame or otherwise designed to be moved in sections shall be moved onto the lots.
5. **RV dwelling** Pertaining to lots smaller than 3 acres, No occupied RVs allowed for more than 14 days per calendar year except during the construction process of the main dwelling. RV occupancy for home construction not to exceed 12 months.
6. **Outbuildings.** All outbuildings shall be constructed with new material and must be kept in a good and workmanlike manner. Outbuildings may be constructed with colored sheet metal. All outbuildings, regardless of material used, must be trimmed out and painted. Such outbuildings shall not extend forward on the tract beyond the rear of the residence. Residence must always be between the road and outbuildings. Porches and or decks are to be of compatible construction and enhance home appearance. No alternative structures erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any tent or shack be placed on any lot, nor shall any residence of a temporary character be permitted.
7. **Septic Systems/ Pools.**

- 1) If sewage disposal is by means on-site sewage facilities, a permit must be obtained for each lot.
 - 2) Septic tank performance cannot be guaranteed, even though all provisions of the Wise County rules for private sewage facilities are complied with.
 - 3) Inspection and/or acceptance of a private sewage facility by Wise County shall indicate only that the facility meets the minimum requirements and does not relieve the property owner of the responsibility to comply with County, State and Federal regulations.
 - 4) On-site sewage facilities, although approved of meeting minimum standards, must be upgraded by the property owner at the property owner's expense if the normal operation of the facility results in objectionable odors, if unsanitary conditions are created or if the facility, at any time, does not comply with governmental regulations.
 - 5) A properly designed and constructed on-site sewage facility, situated in suitable soil, may malfunction if the facility is not properly maintained and controlled. Therefore, it shall be the property owner's responsibility to maintain and operate the on-site sewage facility in a satisfactory manner.
 - 6) On-site sewage facilities must be designed in accordance with the rules established by Wise County and the TCEQ. Design shall be based on the results of a site evaluation performed on each lot.
 - 7) Only one single-family residence or duplex shall be located on a lot when an on-site sewage facility is used and only one residence shall be connected to said facility.
- 8. Elevations** Buildings to be built on lots which are lower than the road or roads on which they front and/or abut shall be built such that the minimum finished floor elevation is at least 1-foot above the proposed grade of the yard adjacent to the building. This is to reduce the risk of damage to building that may be caused by storm water drainage.
- 9. 100-year flood plain** No building shall be built in a 100-year flood plain unless the minimum recommended finished floor elevation is complied with. In no case shall the minimum finished floor elevation be less than 2-foot above the 100-year flood plain elevation.
- 10. Obstruction** Any filling or obstruction of the floodway or drainage easements is prohibited.
- 11. Culverts** Any driveway culverts, if necessary, are to be installed by the property owner and in accordance with the policies of Wise County and shall be of sufficient size to pass the 10- year storm. In no case shall a driveway culvert be less than 18-inches in diameter on a proposed road.
- 12. Driveway** The driveway above a culvert should be constructed such that the driveway is at least six (6") inches below the outside edge of the main roadway. This will reduce the risk of water, which exceeds the capacity of the culvert, flowing over the culvert and entering the roadway.

- 13. Utilities** Any underground utility company shall be contacted to verify depth and locations of utilities prior to any excavation occurring on the lot. For subdivisions with private roads, the restrictions must also contain the following statements, and the mechanism for assessing lot owners for maintenance must be clearly stated.
- 14. Private roads** Wise County will never accept or maintain private roads unless they meet county standards in effect on the date of acceptance.
- 15. Damage to Residence.** In the event that a residence is partially or totally damaged by fire or other causes, the owner of such residence must either rebuild or replace the residence and completely clear the lot. In the event the owner desires to rebuild, the construction or restoration of the damaged residence, or portion thereof, must commence within one hundred twenty (120) days after the occurrence causing the damage.
- 16. Firearms.** Pertaining to lots smaller than 3 acres, but excluding lots smaller than 3 acres which are adjoining lots larger than 10 acres owned by the same individual or family member. The use or discharge of firearms is expressly prohibited and forbidden within said subdivision. A rim fire firearm may be used for eradication of predators or other destructive animals. Any firearm may be used in the case of trespass or other emergency for your safety.
- 17. Vehicles.** No motor homes or inoperable vehicles without current license plates shall be kept on the property, unless the same is kept within a completely enclosed barn or garage. All lots or any part thereof are restricted against usage as a storage area for commercial motor vehicles, commercial machinery or equipment; inoperative or unlicensed vehicles or equipment, unless such are stored inside a totally enclosed outbuilding. Antique vehicles, farm, and construction equipment are permitted provided vehicles and/or equipment are not in disrepair. Horse and stock trailers are permitted. All commercial motor vehicles, antique vehicles, farm and construction equipment, horse and stock trailer, motor homes must be parked behind the back line of the residence.
- 18. Junk Yards.** That no junk yards, repair yards, or wrecking yards shall be located on any tract. Vehicles in disrepair placed on a tract for more than four (4) weeks shall constitute a junk yard.
- 19. Livestock.** Pertaining to lots smaller than 3 acres, but excluding lots smaller than 3 acres which are adjoining lots larger than 10 acres owned by the same individual or family member. No part of the property shall ever be used for a commercial feed lot for livestock or fowl, or for a dog or cat kennel. Swine is allowed only for FFA or 4H projects. No Swine breeding programs allowed. No more than 2 show swine shall be permitted on the property at any time. No more than 2 goats per acre. No more than 20 birds may be kept, and must be cooped. No more than two large breed animals (horses/cattle). Domestic animals and farm animals are allowed on property for personal purposes. Raising, breeding, or boarding animals for commercial purpose is not permitted on the property. Any accumulation of animals that creates strong odors or constitutes a nuisance to adjoining property will be considered in violation of these covenants and the owner will be responsible for immediate removal upon written complaint. Any cage or pen constructed to maintain any type of animal kept on the premises as allowed herein must be

constructed of new materials and be of a design to be attractive in appearance. All animals must be properly contained within owner's tract.

- 20. Pets.** No pets, whether yours or your visitors are allowed to run at large at any time. Noisy or unruly pets or those that complaints are received about will not be allowed to remain. No tying of pets for containment.
- 21. Offensive Activities.** No noxious or offensive activity shall be conducted on the land; and no act shall be done which would in any manner constitute a public nuisance. All open areas must be kept mowed and cleaned to assure a neat appearance at all times. Should any owner fail to maintain such areas, Developer shall have the right to have such areas mowed and cleaned and to charge the lot owner for such services
- 22. Motorcycles or ATV's.** Pertaining to lots smaller than 3 acres, but excluding lots smaller than 3 acres which are adjoining lots larger than 10 acres owned by the same individual or family member. No loud motorcycles or ATV's over 80 decibels shall be operated in or near any residence or roadway in subdivision.
- 23. Dumping.** No part of the land shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Regular trash as generated by the landowner shall be disposed by a reputable waste handling company and shall not be allowed to accumulate on the property. Any burning of brush shall be supervised at all times and shall be done in accordance with the County and EPA guidelines
- 24. Commercial Use.** No peddling, soliciting, will be allowed in the subdivision. No wrecking or salvage yards or any other business requiring large buildings or open air storage of merchandise shall be permitted. Excessive or offensive noise, fumes or odors, excessive traffic, or unsightly conditions are expressly prohibited in order to protect neighboring property values and enjoyment of rural living
- 25. Invalidation.** Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect
- 26. Disputes.** Matters of dispute or disagreement with respect to interpretation or application of these restrictions shall be determined by the Developer. These respective determination (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all owners.
- 27. Injunctive Relief.** The Developer, or owners of any tract out of the division described herein shall have the right to sue for and obtain injunctive relief to enforce any of the restrictions or covenants herein set forth, and the party or parties in violation of any of the restrictions or covenants shall pay any and all reasonable fees, including but not restricted to, attorney's fees paid or agreed to be paid, court costs, and expert witness testimony necessary for such injunctive relief.

28. Covenants Running with the Land. The restrictive covenants herein set forth shall be covenants running with the land, and shall be binding upon all parties claiming title by and through the Grantor, and Grantor's successors and assigns.

29. Acceptance By Grantee. By acceptance of any conveyance of any property covered by these restrictive covenants, the Grantee named in such conveyance acknowledges the substance and the content of these restrictive covenants and agrees to abide by or comply with the same in all respect.

30. Modification or Amendment of Restrictions: While the developer is a current land owner in the subdivision, variances to deed restrictions may be granted on a case by case basis. Variances must be signed and notarized by the developer to be considered valid. Variances will be effective only for the lot for which they are granted, and only for the current land owner. If the property changes owners, the variance will not be transferred and will terminate at sale. After such time as the developer no longer has an ownership interest in any of the lots in Chance Farm Addition, these restrictions may be amended or modified, in whole or in part, at any time upon agreement of at least two-thirds (2/3) of the then currently existing lot owners. In voting for any modification or amendment to these restrictions, each owner shall be entitled to one (1) vote for each platted lot owned.

IN WITNESS HEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers, known as the Developer,
Wong Chan

By:

The State of Texas
County of Wise

Before me, the undersigned authority on this day personally appeared

_____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Developer of Chance Farm Addition, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____ 2023

Notary Public, State of Texas
