

COVENANTS AND RESTRICTIONS
FOR
D BAR RANCH ESTATES, PONDER TX

THE STATE OF TEXAS

COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS:

THAT D BAR RANCH ESTATES, LLC, (the "Declarant") is the owner of D BAR RANCH ESTATES, a development platted in Denton County, Texas, as more fully described on Exhibit A attached hereto. The above described development in hereinafter referred to as the "addition", "property", "subdivision", or "subject property" and these terms may be used interchangeably throughout this Declaration. Denton County is hereinafter referred to as the "county". The above described plat is hereinafter referred to as the "plat".

Declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of establishing a general scheme for the development of all the lots in the addition and for the purpose of enhancing and protecting value, attractiveness, and desirability of all said lots and which shall run with the land and be binding on all parties having or acquiring any right, title, or interest in the property or any part thereof, and which insure the benefit of each owner thereof.

Declarant hereby declares that the following shall apply to all property in the addition:

1. All lots shall be used for one single-family residence exclusively, not exceeding two stories in height, designed for the occupancy of a single family and reasonable and customary accessory structures not designed or used for living quarters. No lot shall be used except for single family residential purposes.
2. Any one story residence constructed on each lot shall contain a minimum of 2,600 square feet of heated and/or air-conditioned living space. The term "enclosed dwelling area" does not include garages, open porches, patios, terraces, breezeways, driveways, or like areas. Two story residences shall have a ground floor enclosed dwelling area of not less than 2,200 square feet and sufficient enclosed dwelling area above the ground floor to total a minimum of 2,600 square feet.
3. All residences will be required to install a sprinkler system for fire protection that meets the NFPA 13D Standards. Developer will issue a \$7000 rebate at closing to offset the cost.
4. Outbuildings (barns, stalls, tool sheds, and all other buildings except a detached garage) shall be limited to three (3) buildings and must be of new construction. No outbuilding or garage may be placed on any lot without a single family residence. Garages must be attached to the main residence, or detached and connected to the main residence by covered walkway. No outbuildings shall be erected, placed or altered on

any residential lot until the building plans and specifications (including but not limited to nature, kind, shape, height, materials and locations) have been approved in writing by the Architectural Control Committee. All outbuildings are for the enjoyment of the resident, must be in harmony with the exterior design, and may not be used for commercial purposes.

5. No structures of a temporary character (including, but not limited to trailers, mobile homes, tents, shacks, garages, barns, or other outbuildings) shall be used on any lot at any time as residence, either temporarily or permanently. No manufactured housing or mobile homes.
6. Construction of new buildings only shall be permitted on any lot. The moving of any existing building, house, cabin, or other structures onto a lot is prohibited.
7. The following building set-backs shall apply to all lots in the subdivision:
 - a. Front set-backs shall be 70' (70 feet) from the front property line on all lots.
 - b. No building shall be erected nearer to the side or rear property line than 20' (20 feet).
 - c. No building shall be erected nearer than 10' (10 feet) to any side property line.
8. At least 80 percent of the exterior of the residence must be brick or stone. Areas of openings such as windows or doors shall not be included in the computation of the brick and stone percentages. Dormers, gables, and chimneys protruding from the roof of the structure shall be excluded from the computation. Cement, Stucco, "Hardi" type material do constitute as brick or stone. Homes complimentary to the subdivision that do not meet the 80 percent masonry requirement must have prior approval by the Architectural Control Committee.
9. All mailboxes shall be constructed of brick or stone and be in harmony with the residence.
10. Front facing or street facing garage doors are not permitted.
11. Roofs shall be of 30 year composition and minimum of an 8:12 pitch. Metal standing seam roofing shall be permitted. Wood shingles, 20 year 3-tab shingles, and tile roofing are not permitted. Covered porches and patios may have a minimum of a 4:12 pitch as designated for second story window clearance.
12. No vehicles, trailers, boats, campers, motor homes or any other recreational vehicle may be parked on the street. Campers, motor homes, and recreational vehicles may be kept on the lot but must be stored indoors or covered space. No vehicle kept for purposes of repair may be kept on lot. No vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the subdivision at any time.
13. No inoperative motor vehicles and/or machinery and/or equipment shall be kept on the property. All tools, equipment, and material(s) shall be kept out of sight in outbuildings.
14. No lot in the subdivision shall be used as a dumping ground for trash or rubbish. All trash, garbage, and other waste shall be kept in closed sanitary containers provided and maintained by the lot owner, not visible from the street. Each lot owner shall be responsible for controlling weeds, grass or other unsightly growth. The developer herein or its assigners shall have the right to go onto said lot for the purpose of mowing and cleaning said lot and shall have the authority to access and collect from said owner of said lot the actual cost so incurred.
15. No trade or business of any type shall be carried on upon any lot, nor shall anything be done on any lot which may be noxious or offensive or may become an annoyance or nuisance to the subdivision.

16. No noxious or offensive activity may be performed on any lot, nor shall anything be done which constitutes an annoyance or nuisance to the subdivision.
17. Up to two (2) horses may be kept on the property for the enjoyment of the resident on lots equal or greater than 2.0 acres.
 - a. No commercial raising, selling, or breeding of animals shall be permitted.
 - b. No swine, goats, llamas, cattle, birds (including emus and ostrich), reptiles, or dangerous animals of any kind shall be raised, bred or kept on the property. The only exception to birds shall be chickens, provided they are housed and fenced in a manner that prevents them from entering another neighbor's lot. Chickens may be kept for the enjoyment of the resident, but may not be raised for breeding or any other commercial use.
 - c. FFA and 4H projects will be permitted for the duration of the project only, with the exception of swine which will not be allowed.
18. No sheets, aluminum foil, newspaper, etc. shall be permitted as acceptable window treatments on any building.
19. All front (street facing) fences shall be post and four (4) rail fencing of the same height (four feet) or pipe fencing or wrought iron. Barbed wire shall not be permitted for front fencing, but is allowed for back fences. Privacy fences are not permitted.
20. Sod shall be placed in drainage ditches and front yards matching the width of the house. A minimum of three (3) 3" caliper hardwood trees shall be planted in the front yard of each residence within 6 months of completed construction. Lawns must be maintained to less than 6" (6 inches) in height.
21. Septic Tanks and Systems shall be installed in accordance with the Denton County Health Department. Temporary facilities may be placed on the property during construction and must be removed upon completion.
22. All dwellings constructed on any lot shall be connected to the utility services. If electrical and telephone services are installed underground, connections from primary cables to the residence will be made by each individual lot owner at the pedestal or designated by the utility company.
23. No lot may be re-platted or divided to make an additional lot or a portion of an additional lot.
24. The Architectural Control Committee shall consist of three (3) individuals selected and appointed by the developer herein. In the event of death or resignation of any member of the committee, the remaining members shall have the authority and power to designate a successor. Each member of the Architectural Control Committee shall neither be entitled to receive any compensation, nor be liable for claims, caused of action or damages arising out of the services performed pursuant to this covenant. The original Architectural Control Committee, as appointed by the developer herein, shall consist of Keith Copp, Kassandra Copp, and Kramer Copp. Any two (2) members shall have the authority to act on any submission to the committee, and their decision shall be binding on all members thereof.
25. The developer reserves the right to modify the restrictions until the last lot is sold.
26. Enforcement of these covenants and restrictions shall be by a proceeding or proceedings at law or in equity, initiated by a person or persons owning any residential lot or by any member of the Architectural Control

Committee, against any person or persons violating or attempting to violate any covenant or restrictions herein contained, either to restrain violation or to recover damages for the violation, or both. The Architectural control Committee, and each of its appointed members, shall have an election and right, but not an obligation or duty, to enforce these covenants and restrictions by proceeding or proceedings at law or in equity.

27. Violation or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bonafide lien or other similar security instrument, which may then exist on any residential lot. Invalidation of any one of these covenants and restrictions, or any portion thereof, by a judgement or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in any land in D Bar Ranch Estates shall contain appropriate languages to subject the land within such conveyance, transfer or assignment to all the covenants and restrictions set forth herein.
28. The foregoing restrictions shall run with the land and shall be binding and enforceable on all parties, and all persons claiming or owning any part of the property in the addition.
29. Any restriction contained herein relating to construction of improvements may be waived or variance therefrom may be granted by the Architectural Control Committee in an individual case upon showing that such a variance would not impair the harmonious development of D Bar Ranch Estates or the market value of existing buildings.

IN WITNESS HEREOF, the undersigned has caused this instrument to be executed in its name and on it behalf by its duly authorized officer this the _____ day of _____, 2026

D Bar Ranch Estates, LLC

By: Keith Copp, Member

STATE OF TEXAS

COUNTY OF DENTON

BEFORE ME, the undersigned, on this day personally appeared KEITH COPP, known to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the D BAR RANCH ESTATES, LLC, a corporation, and the he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this is _____ day of _____, _____.

Notary of Public in and for the State of Texas

My commission expires:_____

