

VG-191-2019-6860

Denton County
Juli Luke
County Clerk

Instrument Number: 6860

Real Property Recordings

DECLARATION

Recorded On: January 22, 2019 03:38 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$46.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

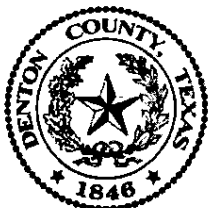
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 6860
Receipt Number: 20190122000589
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User: Sunny P
Station: Station 8

Record and Return To:

KIM MURPHY
2401 ADA PLACE NE
ALBUQUERQUE NM 87106



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RIDGECREST NORTH, PHASE III
IN THE
EXTRATERRITORIAL JURISDICTION OF THE CITY OF SANGER,
COUNTY OF DENTON, TEXAS**

WHEREAS, RIDGEWOOD VENTURES, LLC, a New Mexico limited liability company and RIDGEWOOD FARMS, LLC a New Mexico limited liability company are the owners of certain tracts of land comprising 29.16 acres more or less known as Ridgecrest North, Phase III, Lots 12 and 13 and comprising 22.15 acres more or less known as Ridgecrest North, Phase III, Lot 14, respectively, ("DECLARANTS") located in the Extraterritorial Jurisdiction of the City of Sanger, County of Denton, Texas recorded in the real property records of Denton County, Texas, as Document Number 2018-308 on July 18, 2018;

WHEREAS, DECLARANTS will convey the property, subject to certain protective covenants, conditions, restrictions and reservations ("RESTRICTIONS") as hereinafter set forth;

NOW, THEREFORE, IT IS HEREBY DECLARED that all of the property described above including any legal subdivision of the property approved by the City of Sanger and/or any governmental entity having jurisdiction (herein after the "PROPERTY") shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and reservations, which are for the purpose of protecting the value and desirability thereof, and which shall run with the real property and shall be binding on all the parties having any right, title or interest in or to any lot of the PROPERTY, including their heirs, successors, and assigns, which shall inure to the benefit of each owner thereof, said covenants, conditions, restrictions and reservations being as follows:

1. Construction of new buildings only shall be permitted. The moving onto any lot of an existing building, trailer or mobile home (with or without axles), or modular (prefabricated) building, either temporary or permanent, for either residential or ancillary non-residential use is strictly prohibited, except that prefabricated storage buildings of no greater than 200 square feet gross floor area for purposes ancillary to the occupancy of residential dwellings shall be permitted, subject to applicable provisions of these RESTRICTIONS.
2. No structure shall be placed, erected, altered, or permitted to remain on any lot other than one (1) single-family dwelling per lot with private garage, attached or detached, for a minimum of two (2) vehicles (side-by-side), together with necessary ancillary buildings for use in connection therewith.
3. No buildings or structures shall be located nearer to the lot lines than fifty (50) feet.
4. No residential dwelling, ancillary building, or other structure or improvement, including access driveway and culvert, shall be erected, constructed, placed, added to or altered on any lot which does not conform with the Architectural Design Guidelines adopted by

DECLARANTS for its sole use, including any modifications thereto, without prior approval of the Architectural Design Committee ("Committee").

5. The total habitable floor area of any residential dwelling (area under air conditioning or heat), exclusive of open porches and garages, shall be not less than 2,600 square feet for a one (1) story dwelling; 2,800 square feet for a one and one-half (1 ½) story dwelling and not less than 3,000 square feet for a two (2) story dwelling. The ground floor of any 1 ½ or 2 story dwelling shall contain a minimum of 2,000 square feet of habitable floor area.

6. All residential dwellings, including attached or detached garages, shall be constructed of new materials and built on the site only. Exposed net exterior wall area, exclusive of windows and doors, must be a minimum of seventy-five percent (75%) brick or stone and either veneer or masonry construction, except as otherwise approved by the Committee and conforming with the Architectural Design Guidelines. Masonry materials shall be of a quality and appearance equal or superior to standard clay or shall be common brick or quarried stone. Exterior woodwork shall be standard construction material selected and designed to enhance the architectural integrity of the building. Hollow tile or concrete block construction is prohibited. All roofing shall be either composition or tile; however non-reflective metal is acceptable for accent roofs over attached porches.

7. Ancillary buildings must be made of all new materials and built on the site only, except for prefabricated storage buildings of no greater than 200 square feet which must be constructed of new materials. The overall height of ancillary buildings as measured from the existing ground to the highest point of the roof shall not exceed twenty (20) feet. Exterior walls of all ancillary buildings shall be of standard construction material and may be made of wood or non-reflective metal construction but must be adequately painted and conform architecturally to the main residential building. All ancillary buildings shall be designed and constructed to conform with the existing residential dwellings in close proximity therewith. Reflective metal, including but not limited to galvanized iron, steel or aluminum siding or roofing is not permitted.

8. The finished floor elevation of all residential dwellings shall be at least twelve (12) inches above the highest adjacent undisturbed ground elevation.

9. The owner of each lot takes and accepts title with the knowledge, understanding and acceptance of the drainage situation as it currently exists. The owner of each lot which abuts or contains any portion of the existing pond situated on the Property takes and accepts title with the knowledge, understanding and acceptance of the natural drainage and condition of said pond. Said pond or drainage may not be changed or altered in any manner whatsoever unless approved by the City of Sanger or other governmental authority having jurisdiction over such pond or drainage.

10. All structures on any lot shall be completed within eight (8) months after construction has commenced.

11. All improvements shall at all times be kept in good condition and repair and adequately

painted or otherwise maintained by the owner of such lot.

12. All utility, drainage and road easements as shown on the recorded plat or recorded by separate instrument are reserved for the uses indicated. No structure, shrubbery or other obstruction shall be placed in any easement in order that full right of ingress and egress shall be available at all times for the purpose of installation, operation, maintenance, repair or removal of any utility, drainage way or roadway as the legally-entitled user of such may deem necessary.

13. All utility services to the residential dwelling, ancillary buildings or other structures on each lot shall be installed entirely underground from the lot boundary line.

14. Each lot owner shall be solely responsible for obtaining a culvert permit for construction of access driveway culvert(s) from Denton County Centralized Road and Bridge or from such other governmental jurisdiction, as is appropriate. Lot owners shall be solely responsible for construction of the access driveway culvert(s) according to the prevailing Denton County standards, such as "Guidelines for Installing a Culvert for Denton County Centralized Road and Bridge", or similar design guidelines and specifications of such other governmental jurisdiction.

15. Access driveways shall be constructed of reinforced concrete for the first one hundred fifty (150) feet from the lot property line abutting a public road, or such lesser distance or in the alternate, constructed of asphalt as determined by the Committee.

16. No commercial trucks, trailers or motor transports with a size designation greater than one ton shall be kept or stored on any lot at any time.

17. No lot shall be used or maintained as a dumping ground for the disposal of rubbish, trash or other solid or liquid wastes. All trash, garbage and other wastes shall be kept in covered sanitary containers until otherwise disposed of in an authorized area outside the PROPERTY. During construction, including any renovation, rehabilitation or reconstruction, all trash and debris shall be containerized or confined to avoid an unsightly appearance, and shall be removed and disposed of periodically.

18. No offensive activity shall be carried on upon any lot, and no activity which may become a nuisance to the neighborhood by reason of generating excessive noise, light, traffic, odor, dust, smoke or vibration which is not compatible with the residential character of the area will be permitted.

19. No oil or gas exploration, drilling, development, or production of any kind shall be permitted upon or under any lot. No oil or gas processing, refining, or storage operations shall be permitted upon any lot. No derrick or other structure designed for use in boring for oil or gas shall be erected, maintained, or permitted upon any lot. No quarrying or mining operation of any kind, including but not limited to mineral excavations, tunnels, or shafts shall be permitted or pursued upon or under any lot.

20. All lots shall be maintained free from debris, weeds and tall grass of all types and shall be properly drained and maintained to prevent mosquitos and other insects and rodents from breeding and otherwise creating health hazards. Native or cultivated pasture for grazing shall be permitted.

21. Each lot owner shall keep all shrubs, trees, grass, and plantings of every kind on such owner's property cultivated, pruned, free of trash, and other unsightly material.

22. Household pets, of any kind, up to a maximum of four (4) per household, which are generally kept within a dwelling, shall be considered as a permitted accessory use, provided no health hazard is generated. No household pets shall be kept, bred or maintained for any commercial purpose. Horses and cattle used in farming and ranching activity shall be considered as a permitted accessory use, so long as a minimum of one acre of pasture is provided for each large animal, and livestock facilities are adequately maintained or cleaned and do not present an unkept appearance or produce noxious odors.

23. No aircraft of any kind (including ultra-lights) shall be parked, landed or stored on any lot at any time.

24. All exterior lighting shall be designed, installed and maintained to cast light downward so as to avoid "spillover" on to nearby properties. Exterior light fixtures with sharp "cutoff" angles shall be used at all times.

25. All fences shall be constructed of all new materials in conformity with generally accepted standards for the construction of fences and shall not exceed six (6) feet in height.

26. RESTRICTIONS imposed on the herein before described PROPERTY shall run with the land and shall be binding on all parties claiming under them until December 31, 2043, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by written instrument signed and recorded at least one (1) year in advance of the initial or extended term by a simple majority of the then lot owners of the PROPERTY, it is agreed to abolish or change said covenants in whole or part and provided, further, that no change in the RESTRICTIONS shall be applicable to existing buildings, structures or improvements. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants, and either restrain him or them from so doing, or to receive damages for such violation.

27. Notwithstanding the forgoing Section 26, the RESTRICTIONS may be amended or changed in whole or in part at any time by the unanimous consent of the lot owners comprising a legal subdivision of Lot 12, 13 and 14, individually or collectively, as evidenced by a written and recorded instrument signed by all lot owners and provided, further, that no change in the RESTRICTIONS shall be applicable to existing buildings, structures or improvements.

28. Invalidation of one of the RESTRICTIONS by judgement or court order shall in no way

effect any of the other provisions which shall remain in full force and effect.

29. Miscellaneous provisions:

A. As used in these RESTRICTIONS, the term "lot" shall include any lot or tract of any subdivision or resubdivision of the subject PROPERTY approved by any governmental entity having jurisdiction, including any portion of such lot or tract and any building site approved by any such governmental entity for the PROPERTY.

B. These RESTRICTIONS are for the benefit of the owners of individual lots within Ridgcrest North, Phase III shall not extend to nor be enforceable by any third-party beneficiaries except those having a right, title or interest in the above described PROPERTY.

C. Neither DECLARANTS nor the Architectural Design Committee established under the Architectural Design Guidelines or individual members of the Committee shall be liable in damages or otherwise to any lot owner in the performance or lack of performance of their duties under these RESTRICTIONS by reason of mistake in judgement, negligence or nonfeasance arising from such duties or lack of performance thereof.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 22nd day of January, 2019.

DECLARANTS:

Kim D. Murphy
Kim D. Murphy
Managing Member
Ridgewood Ventures, LLC

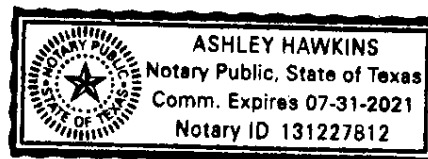
Kim D. Murphy
Kim D. Murphy
Managing Member
Ridgewood Farms, LLC

STATE OF TEXAS
COUNTY OF DENTON

Before me, the undersigned authority on this day personally appeared Kim D. Murphy, as Managing Member of Ridgewood Ventures, LLC and Managing Member of Ridgewood Farms, LLC, known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS 22nd DAY OF JANUARY, 2019.

Ashley Hawkins
Notary Public, Denton County, Texas
My Commission Expires: 07-31-2021



Return to: Kim Murphy
2401 Ada Pl. NE
Albany, NM 87106