

205797 KP

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
Bailey Ranch Estates
CITY OF LINDSAY, COOKE COUNTY, TEXAS**

THE STATE OF TEXAS]

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HILL]

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Bailey Ranch Estates (this "Declaration", is made on the date hereafter as set forth by US Ultra Homes, LLC (the "Declarant") for the purpose of evidencing the covenants, conditions and restrictions contained herein.

WITNESSETH:

WHEREAS, Declarant(s), are the owners of that certain real property. An addition to the City Of Lindsay, TX, being 15.977 acres situated in the H. Wilkey Survey , Abstract No.1090, City of Lindsay, Cooke County, Texas. Lots 1-9, Block A. Lots 1-11, Block B. Lots 1-14, Block C. Lots 1-13, Block D. as approved by the City of Lindsay and filed of record as instrument number 00010779, Dated December 1, 2021 @ 01:17P, Cabinet A Slide 266 of The Plat Cabinet records of Cooke CO, TX. Office of the real property record of Cooke County, Texas, with said subdivision referred to as "Development", and such plat, as may be amended or replated, being referred to as the "Plat" and all said real property being more specifically describe on the Plat of Development which are incorporated Herein and made a part hereof for all purposes (the "Property").

NOW THEREFORE, Declarant hereby declares that all the property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, covenants, restrictions, and conditions shall run with the Property and be binding on all parties having or acquiring any right, title or the interest in the Property or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of Declarant and each owner thereof.

ARTICLE ONE

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

- 1.1 **Residential Use:** All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residences may not exceed two (2) stories in height. One storage building can be in the rear yard that meets city codes and requirements and following guidelines. Storage building of one story in height, exterior will need to be constructed of Pre-finished metal or of Cementitious siding painted to match exterior color of home. Roofing to match the color of home or of Pre-finished metal to match wall color.
- 1.2 **Garages:** Each residence shall have a garage suitable for parking not less than two (2) standard size vehicles. The house must always maintain exterior garage doors. No exterior conversion of garage allowed.

1.3 **Uses Specifically Prohibited:**

(a) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body, tractor (either farm or semi) or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street in the Property. Small boats, popup campers, or other items that are no taller than 7' from ground to top may be parked on the side yard or rear yard behind the front line of the house **AND concealed** from public view by a fence or wall and must be on a solid pad of concrete, gravel, (not blocks).

(b) No Fence beyond the front of the house and must be constructed and maintained of wood, stone, or brick. No fencing shall exceed 6' in height. Wood fences are required to have steel posts.

(c) 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 for the purpose of providing companionship for the private family. No more than a **total** of 4 pets will be permitted on each lot. Pets must be restrained or confined to the homeowner's rear yard within a secured fenced area or within the house. It is the pet owner's responsibility to keep the Lot clean and free of pet debris or ODOR noxious to adjoining lots. All animals must be properly registered and tagged for identification and keep current on all required vaccines. Animals are not to be raised or bred for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the lot so that NO person shall quarter on the premise's cows, horses, bees, hogs, sheep,

goats, guinea fowls, ducks, turkeys, skunks, snakes, continual barking dogs or any other animals that may interfere with the peace and quiet, health and or safety of the community.

(d) No Lot or other area of the property shall be used as a dumping ground for rubbish, or accumulation of unsightly materials of any kind, including, without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage, or other waste shall not be kept except in sanitary containers.

(e) No air-condition apparatus shall be installed on the ground forward of the front elevation of a residence. No air -conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

(f) No antennas, satellite dishes or other equipment for receiving or sending sound or video signals shall be permitted in or on the property except antennas for television reception, AM or FM radio reception and UHF and VHF television reception. Such antennas shall be located inside the attic of the main residential structure except that One (1) antenna may be permitted to be attached to the main residential structure not to extend above said roof more than a maximum of 6 feet OR one (1) small satellite dish not to exceed 18" in diameter may be installed on the side or rear roof. No antennas or satellite dish may be installed on the front of the roof or front of the house.

(g) No sign of any kind shall be displayed to the public view on any developed lot except one (1) professional sign of not more than six (6) square feet advertising the property for sale or rent.

(h) The drying of clothes in public view is prohibited.

(i) No abandoned, derelict, or inoperative vehicles may be stored or located on any lot unless visually screened from other lots and from any residential street.

(j) A maximum of four items of yard art (excluding items representing the U.S. Armed Forces) may be placed in any front, side, or backyard that is visible from the street without prior approval of the HOA. Holiday décor to be displayed no more than 45 days prior and must be removed within 30 after the Holiday is past including Christmas/Holiday lights.

ARTICLE II

GENERAL PROVISIONS

2.1 **Easements:** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance, and ownership of utility service lines from the property lines to the residences. By acceptance of a deed to any lot, the owner thereof covenants and agrees to

mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot.

2.2 **Recorded Plat:** All dedications, limitations, restrictions, and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant, conveying lots in the Property, whether specifically referred to therein or not.

2.3 **Landscaping requirements and Lot Maintenance:** Each home, prior to occupancy will be landscaped to the City Lindsay Landscape Requirements and Bailey Ranch Estates HOA. The front, side, and rear yard will be sodded with grass, and a tree (unless lot has an established tree in the front yard), 1 ornamental tree, and shrubs. Each owner is required to maintain the yards, including watering, weeding and shall edge the street curbs that run along the property line. Grass, weeds, and vegetation on each lot must be kept mowed at regular intervals to maintain the property in a neat and attractive manner. No owner shall permit weeds or grass to grow to a height of greater than six (6"0) upon their property. No foundation planting, shrub or other vegetation near the house shall be allowed **to grow above the bottom of any window**. If, after ten (10) days' prior written notice, an owner of a lot shall fail to: (a) control weeds, grass and /or other unsightly growth, (b) remove trash, rubble, (c) exercise reasonable care and conduct to prevent or remedy an unclean, untidy or unsightly condition, or (d) otherwise satisfy the aforesaid maintenance requirements, 2.7 Enforcement shall and can be commenced.

2.4 **Definition of Owner:** As used herein, the term owner or a homeowner shall refer to the record owner, whether one or more persons or entities (including contract sellers) of the fee simple title to a lot on which there is or will be built a single-family residence, but not including those having an interest merely as security for the performance of an obligation.

2.5 **Other Authorities:** If other authorities, such as the City or County, impose more demanding, expensive, or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

2.6 **Addresses:** Any notices or correspondence to any owner of a lot shall be addressed to the street address of the lot or the address the United Postal Service uses for that lot.

2.7 **Homeowners Association:** Property will have an HOA. HOA will be required to maintain the Entrances features, Detention/Park area, and maintain mowing of common areas and roadways. HOA requirements will be filed separately.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES TO FOLLOW.

EXECUTED this 28 day of Jan, 2022.

Address:

US Ultra Homes, LLC
PO Box 1025
Pilot Point, TX 76258

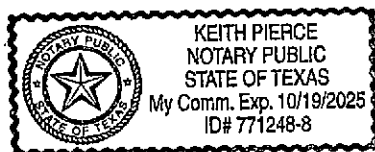
By: Carolyn Cashion
Carolyn Cashion, President

STATE OF TEXAS]

COUNTY OF DENTON]

BEFORE ME the undersigned authority, on this day personally appeared Carolyn Cashion, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me 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 28 day of Jan, 2020.



Keith Pierce
Notary Public, State of Texas
My Commission Expires: _____

After Filing Return To: Ultra Homes
PO Box 1025
Pilot Point, TX 76258

Electronically Filed Document

**Cooke County, Texas
Hon. Pam Harrison
County Clerk**

**Document Number: 2022-897
Recorded As : ERX-RECORDINGS**

**Recorded On: January 31, 2022
Recorded At: 09:18:00 am
Number of Pages: 6
Book-VI/Pg: Bk-OPR VI-2484 Pg-135
Recording Fee: \$46.00**

Parties:

**Direct- US ULTRA HOMES LLC
Indirect- PUBLIC**

**Receipt Number: 143366
Processed By: Michelle Zimmerer**

******* 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.

**I hearby certify that this instrument was filed on the date and time stamped
hereon by me and was duly recorded in the volume and page of the named
records of Cooke County as stamped hereon by me.**

**Hon. Pam Harrison
County Clerk, Cooke County, Texas**