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Denton County
Juli Luke
County Clerk

Instrument Number: 134792

Real Property Recordings

DECLARATION

Recorded On: October 23, 2019 03:33 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: 134792
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TITLE RESOURCES
WILL CALL

DENTON TX 76205



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
ARROWHEAD ESTATES ADDITION
SANGER, DENTON COUNTY, TEXAS**

THE STATE OF TEXAS]
]
COUNTY OF DENTON]

KNOW ALL MEN BY THESE PRESENTS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARROWHEAD ESTATES ADDITION (this “Declaration, is made on the date hereafter as set forth by US Ultra Homes “Builder” for the purpose of evidencing the covenants, conditions and restrictions contained herein.

WITNESSETH:

WHEREAS, Declarant, is the owner of that certain real property platted as Arrowhead Estates Addition Lots 1-16, Block A, as approved by the City of Sanger and filed of record as instrument number of the real property record of Denton County, Texas, said subdivision referred to as “Development”, and such plat, as may be amended or replated, being referred to as the “Plat” 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 inure 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.

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 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. Any such vehicle or equipment must be parked for storage 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.

(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. Is it 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.

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 Of Sanger Landscape Requirements. 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 10 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") 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, 2.4 Enforcement shall and can be commenced.

2.4 **Enforcement:** The owner of any lot in the Property shall have the easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every lot in the Property, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intent in hereby to attach to each lot in the Property, without reference to when it was sold, the right and easement to have such restrictions, conditions and covenants, strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Property whether owned by the undersigned, its successors and assigns, or other. Failure by any owner, including Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2.5 **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.

2.6 **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.

2.7 **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.

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

EXECUTED this 22 day of October, 2019.

Address:

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

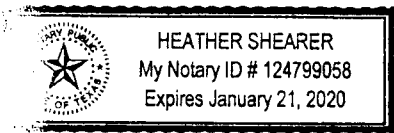
By: Carolyn Cashion
Carolyn Cashion, President

STATE OF TEXAS]

COUNTY OF DENTON]

BEFORE ME the undersigned authority, on this day personally appeared Brandon Miller, 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 22 day of October, 2019.



[Signature]
Notary Public, State of Texas
My Commission Expires: January 21, 2020

Return Address;
Ultra Homes
PO Box 1025
Pilot Point, TX 76258