

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
[ROOSEVELT ESTATES PLAT 1]
Recorder's Cover Sheet**

Preparer Information:

Highwater Development, LLC – 2000 Prairie Holly Lane, Fort Worth, Texas 76008

Taxpayer Information:

Roosevelt Estates, LLC,
c/o Highwater Development, LLC
2000 Prairie Holly Lane
Fort Worth, TX 76008

Return Document to:

Preparer

Grantor: Roosevelt Estates, LLC

Grantee: To Whom it May Concern

Legal Description: See Page 1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
[ROOSEVELT ESTATES PLAT 1]

This Declaration is made this ___ day of _____, 2022, by Roosevelt Estates, LLC, a Texas limited liability company (Declarant).

WITNESSETH:

WHEREAS, the Declarant is the owner of all lots currently consisting of Lots [] in [Roosevelt Estates Plat 1], an official plat in the City of Dalworthington Gardens, Tarrant County, Texas (the "Property" and each lot within the Property a "Lot") or collectively the "Lots"); and

WHEREAS, the Declarant desires to establish certain minimum standards covering the Property by means of protective covenants to ensure the lasting beauty, value and enjoyment of the Property; to this end and for the benefit of the Property and the owners thereof, the Declarant desires to subject the Property to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth.

NOW, THEREFORE, the Declarant does hereby publish and declare that the Property shall be held, sold, conveyed, transferred, leased, subleased and occupied subject to the following easements, covenants, conditions and restrictions which shall run with the Property and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property or any portion thereof, their heirs, personal representatives, successors and assigns.

ARTICLE I. USE RESTRICTIONS

Section 1: Single-family Residence. The use of all Lots shall be limited single-family residential use and shall be developed with not more than one single-family dwelling each ("Homes"), and may be developed only with such other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the City of Dalworthington Gardens ("City") Zoning Ordinance, unless such uses or structures are otherwise regulated or prohibited by this Declaration. No full-time or part-time business activity may be conducted on any Lot or in any building or structure constructed or maintained on any Lot, except to the extent of a home occupation permitted by the City Zoning Ordinance, and except that home builders may maintain model homes during construction. Construction of Homes on the Lots must be completed within eighteen (18) months from the date of the issuance of the building permit.

Section 2: Architectural Standards.

A. Development Approval of Declarant. Owners of Lots ("Owners") or Builders must provide Declarant, prior to construction, architectural plans regarding elevations from all compass directions and list of materials for all exterior construction.

B. Exterior Foundations. Exposed foundations must be painted to blend with exterior wall finishes or be of stone material.

C. Siding. Siding material variations on the elevation for accent purposes are encouraged, but the overall character and predominant siding must be consistent on all elevations of the structure. Siding shall not have a reveal of greater than eight inches (8"). Exterior colors shall be earth tones, off-white or soft, muted tones. Exterior materials may be pre-finished. Vinyl siding will not be permitted. Other materials or colors must be approved in writing by the Declarant, its successors or assigns.

D. Roof Materials. The roof of each residence shall have a minimum of a nominal 5/12 pitch with a minimum overhang of ten (10) inches. Roof material shall be slate, tile, metal, cedar shakes or composition shingles. Composition shingles shall be architectural grade, minimum twenty-five (25) year warranty. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors. White and white blend roof shingles are not acceptable. All flashing and vents shall closely match or blend with the surrounding roof area. All vents and other roof penetrations should be located on the rear elevation wherever possible. Gutters should be part of the fascia detailing. Gutters and downspouts shall closely match the colors of the surfaces to which they are attached.

E. Garages and Driveways. All Homes shall include an attached or detached garage having space for not less than three (3) or more than six (6) automobiles. Garage will have siding style, siding color, roofing and paint to match residence. Roof pitch and overhangs must match the Homes. All driveways must accommodate two (2) cars off-street and must be constructed of concrete. Garages must follow City building codes and guidelines. Notwithstanding anything herein to the contrary, the Declarant may approve a larger garage size than indicated in this section upon the submission of plans for such garage. Any such approval shall be in Declarant's discretion and shall only be deemed given if in writing.

F. Minimum House Sizes. All single-family homes shall contain a minimum square footage of living space exclusive of attached garages, breezeways, porches and finished basement areas as follows:

1. One-story dwellings must have a minimum of three thousand eight hundred (3,800) square feet of finished area directly under the roof.
2. Two-story dwellings must have a finished floor area of at least four thousand five hundred (4,500) square feet.

G. Decks and Porches. Decks attached to the house should be built from materials similar to those used on the house. Unpainted natural wood decks, though allowed for rear yard spaces, are not permitted as front entry porches. Entry porches must be designed as integral, yet dominant features that invite entrance to the dwelling. Columns supporting porch roofs should be massive in scale (minimum six inches by six inches (6" x 6")). Built up box columns or tapered round columns are encouraged. Handrails shall match the architectural style of the home. No wood steps to front entry porches are permitted.

H. Building Elevation and Drainage Standards. The finished grades for Homes constructed on each Lot shall be established to permit positive drainage away from such Homes.

I. Development Approval of Declarant. Owners, builders or developers of Lots must secure Declarant's written approval of items A through H, of this section, prior to start of construction on any lot.

Section 3: Landscaping. All Lots shall be sodded, which included the front, side and rear yards. Initial landscaping must be a minimum of one (1) tree and four (4) shrubs per 10,000 sq ft of lot area. Trees and shrubs must be from the approved list of landscaping. All grass and landscaping shall be completed as soon as possible upon issuance of a certificate of occupancy and thereafter maintained, but in no event shall this be more than twelve (12) months from the date of the issuance of the building permit.

Section 4: Fences and Hedges. No fences, walls, hedges or barriers shall be permitted upon Lots or adjoining Lot lines except as follows:

A. Walls, fences or hedges along rear Lot lines and side Lot lines shall not exceed eight feet (8') in height.

B. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. No chain link fence, including a chain link fence around a dog run, shall be permitted. All fences shall be kept in good repair and attractive appearance.

C. No fences shall be built forward of the centerline of the Home built on a Lot other than front yard decorative fence. No fences are permitted within the front yard setback along any street. Except for permitted decorative fences, all fences shall be either wood, vinyl or vinyl clad chain link. All wood fences shall be natural in color, stained or painted in soft earth tone colors so as to blend in with the terrain. All vinyl fences shall be black, white or soft earth tone colors. Front yard decorative fences shall be either painted wood, metal or vinyl open "picket" type and a maximum of 42" high.

D. Notwithstanding anything in this Declaration to the contrary, no Lot Owner shall have the right to erect a fence within or across any easement area shown upon the Final Plat of [Roosevelt Estates Plat 1] without prior consent of the City or the utility company or companies for whose benefit such easement runs. Any fence erected within or across an easement area without such consent may be taken down by the person for whose benefit such easement runs in the exercise of any rights granted by such easement without any obligation to such Lot Owner to restore or repair such fence.

Section 5: Utility Meters. Utility meters shall be hidden architecturally or through the use of remote reading devices.

Section 6: Mailboxes. If required by City ordinances, the Declarant shall install a "cluster-style" mailboxes in accordance with the requirements of such ordinances, which mailbox, upon installation, shall become the property of the United States Postal Service without any further deed or transaction. Thereafter, the United States Postal Service shall maintain, repair and replace said mailbox. If the United States Post Office fails to maintain, repair or replace said mailbox, then the Owners of each Lot may erect individual mailboxes in the public right-of-way adjacent to their property (or across the street from the Lot on the side of the street on which mail delivery is made) such that the front of the mailbox is at least six inches (6") back of the curb. The mailbox supports for such individual mailboxes shall be constructed of black decorative metal, brick or wood stained in the colors similar to the home exterior and shall be installed in such a manner so as not to lean or tilt.

Section 7: Playhouse and Utility Buildings. Playhouse, utility buildings, storage sheds or other similar structures shall be permitted, provided that the exterior and the roof of any such structure shall be constructed of the same material, have the same roof pitch, color, and appearance as the Home on the same Lot and are located only in rear yards. No such structures shall be located within twenty feet (20') of any rear or side Lot line of such Lot. All such structures shall be in compliance with City codes and regulations.

Section 8: Utilities. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground. No private wells or septic systems shall be permitted on any Lot.

Section 9: Security Lighting. Security lighting for driveways, parking, and other areas shall be designed, located and directed in a fashion which will avoid direct lighting onto adjoining Lots.

Section 10: Sidewalks. The Declarant has no obligation to a Lot Owner or otherwise to install a sidewalk.

Section 11: Garbage Cans and Equipment. No trash receptacles, garbage cans or recycling bins shall be located upon a Lot unless hidden by an attractive screen of suitable height or unless sunken to ground level in a hole lined with permanent cribbing, except that garbage cans, trash sacks, recycling bins, yard refuse bags and other materials for collection by an authorized refuse collector may be placed in the pickup area designated by the City or its authorized refuse collection company on the day before collection and may remain until the evening of the day of the scheduled collection of the same. Items such as compost containers, clothesline, lawn or garden equipment, building materials and other similar items shall be placed out of public view. Firewood shall not be stored on the front side of a Home. Stacked firewood in excess of 4' long by 3' high shall be adequately screened from view and must be stacked in the rear yard and be at least twenty feet (20') from any rear or side yard Lot line. Only retractable or collapsible clotheslines are permitted. Such clotheslines shall be located in the rear yard area and not visible from the street. All clotheslines shall be retracted or collapsed when not in use.

Section 12: Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot. Notwithstanding the foregoing, the Owner of any Lot may work on any vehicle owned by said Owner inside the garage out of public view.

Section 13: Parking and Storage. No vehicle shall be permitted to be parked anywhere on a Lot other than in the garage or driveway. No recreational vehicle, camper, motor home, boat, snowmobile, motorcycle or trailer shall be parked upon any Lot so that such item is visible from the street or adjacent Lots for more than one week during any calendar year.

Section 14: Temporary Structures/Mobile Homes. No building or structure of temporary character and no trailer, basement, tent, shack, garage or out building shall be used at any time as a dwelling on any Lot, either temporarily or permanently. No Home or other building shall be moved onto any Lot from outside the Property or development. All Homes constructed in this development shall be constructed on site on the Lot and no manufactured or modular housing or mobile homes shall be permitted at any time.

Section 15: Swimming Pools/Hot Tubs. Below ground swimming pools and hot tubs are allowed, subject to the area being fenced according to the fencing requirements in Section 4, and any hot tubs being skirted in wood. No above-ground swimming pools shall be permitted on any Lot.

Section 16: Satellite Dish. Satellite dishes or parabolic devices in excess of twenty inches (20") in diameter used to receive television or other signals from satellites shall not be permitted. All permitted satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevations only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.

Section 17: Exterior Animal Houses/Invisible fences. Animal runs shall not be permitted, unless they are located at the rear of the Home or garage and extend toward the rear of the Lot from that portion of the Home or garage which is closest to the rear Lot line. Any animal house shall have the same external appearance, color and roof materials as the Home situated on the Lot. No animal house shall exceed twenty (20) square feet in area. No animal house, underground electrical fence or animal run shall be located within twenty feet (20') of any Lot line.

Section 18: Towers and Antennas. No extension tower or antennas of any kind shall be constructed or maintained on any Lot or on the exterior of the Home.

Section 19: Noxious Activities/Livestock. No noxious or offensive activity, noise or odors shall be permitted on or to escape from any Lot, nor shall anything be maintained or done thereon which is or may become an annoyance or nuisance, either temporarily or permanently. No animal, livestock, pigs or poultry of any kind shall be raised, bred or kept on a Lot, except that dogs, cats and other small commonly accepted domestic pets may be kept so long as they are not kept, bred or maintained for

commercial purposes or sale to the public. All animals shall be tied, kept on a leash, fenced, confined by an underground electrical fence or kept in an animal run at all times.

Section 20: Maintenance of Lots & Improvements. The Owner or person in possession of any Lot, whether vacant or improved, shall keep or cause to be kept all buildings, fences and other structures and all landscaping located on their property in good repair and keep the Lot free of debris. The Lot shall be mowed so that the grass or weeds do not exceed six inches (6") in height.

Section 21: Construction Clean Up and Maintenance. Construction sites are to be kept clean. Weekly clean up of trash and debris is required. The street is also to be kept free of debris and mud. The installation by the Lot Owner of silt fences or equivalent erosion control is required on the downhill property line(s). The Lot Owners are responsible for their contractors and subcontractors. If a site is found to be in an unacceptable condition, the Lot Owner will be notified by phone and/or letter of violations. Lot Owners will have three (3) days to respond before the work is performed by others and the cost thereof assessed to the Lot Owner. Such cost shall be immediately due upon demand, and shall bear interest at the rate of twelve percent (12%) per annum until paid in full. Such cost, and the accrued unpaid interest thereon, shall become a lien upon said Lot upon the filing of an affidavit in the office of the Recorder for Dallas County, Texas, setting forth the notice, the failure of the Lot Owner to cure such default, the work performed by or on behalf of the person other than the Lot Owner and the cost thereof. Such liens maybe foreclosed in the same manner as provided for in Texas Code and any successor thereto.

Section 22: Damage or Destruction of Improvements. In the event any Home or other structure constructed on a Lot is damaged, either in whole or in part, by fire or other casualty, said Home or other structure shall be rebuilt or remodeled within one hundred eighty (180) days from date of damage or destruction to comply with this Declaration; or in the alternative, if the Home or other structure is not to be rebuilt, all remaining portions of the damaged structure, including the foundation and all debris, shall be removed from the Lot within ninety (90) days of damage or destruction and the Lot shall be restored to its natural condition existing prior to the construction of the Home or other structure.

Section 23: Easements. Easements for the installation and maintenance of sanitary sewers, storm sewers, surface water flowage, bike trails, and public utilities and/or private utilities are reserved as shown on the recorded plat of [Roosevelt Estates Plat 1]. The Owner or occupant of any Lot in the Property shall, at such Owner's or occupant's expense, keep and preserve that portion of such easements within such Owner's or occupant's property, at all times, in good condition, and shall neither erect nor permit erection of any building or structure of any kind nor permit any growth of any kind within such easement area nor change the grade of any such easement area in any manner that might interfere in any way with the use, maintenance, repair, restoration or replacement of any of the utility services, drainage, bike paths, street trees or landscaping located in said easement area, without the prior consent of the City or the utility company or companies for whose benefit such easement runs. Any such building or structure erected, growth permitted, or change in grade made within an easement area without such consent may be removed or regarded by the person for whose benefit such easement runs in the exercise of any rights granted by such easement without any obligation to such Lot Owner or occupant to restore, repair or replace such building, structure, growth, or change in grade.

Section 24: Surface Water Rights. The topography of [Roosevelt Estates Plat 1] is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to such easements as may exist for the flowage of surface water under the laws of the State of Texas, as may be in effect from time to time; and all Owners shall have such rights and obligations with respect thereto as may be provided by such law.

When construction of the home is complete the Lot on which the home has been built, as well as all adjacent Lots on which the finish grades have been disturbed by the Owner's home builder or

contractors, must be restored to the finish grades, which are consistent with the original engineering design of the Plat.

In addition, the Owner's home builder or contractors must restore all Lots on which their building activities may have caused:

1. a disturbance of final soil stabilization
2. a disturbance of newly seeded ground for soil stabilization
3. removal of silt fence

to their original condition prior to the Owner's construction activities. This work must be done within seven (7) days after construction of the home has been completed.

Owners [Lots 1 through] in [Roosevelt Estates Plat 1] and their successors in interest shall automatically be a member of [Roosevelt Estates Plat 1] Owners Association. Each Lot Owner shall be entitled to one (1) vote on all matters of business considered by the Association, and the Association shall have the authority to assess regular dues or special assessments on [Lots 1-] for maintenance on the [detention pond] or on each of [Lots 1 through] and the storm water detention pond easement area on Lot [] within this Plat in the event that the Lot Owner on which a drainage title is placed does not complete the necessary repairs, maintenance or replacement for the title on the Lot for a particular Lot. The Association shall have the authority to place a lien on any Lot for which there is a deficiency in maintenance, repairs or replacement after a thirty (30) day notice by ordinary mail to the Lot owner. In addition, the Association shall assume the responsibility for the maintenance, repair and replacement with respect to the [storm water detention area on Lot], as shown on the Plat. In the event that the Owner of [Lot] does not maintain that storm water detention area, the Association shall have the authority to complete such maintenance, repair or replacement and place a lien for the cost of the same on all Lots in the Plat. For purposes of this paragraph, the responsibility for maintenance for [Lots 1 – and Lot] shall not include ordinary maintenance items such as mowing and the removal of debris provided that if such maintenance is not undertaken by the owner of [Lots 1- and Lot] and the Association undertakes to complete such ordinary maintenance, then the Association shall have the right to lien each Lot for the expense to the Association.

A copy of the Articles of Incorporation and of the Bylaws of Roosevelt Estates Plat 1 Owners Association is attached to these Covenants as Exhibits A and B.

ARTICLE II. GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of this Declaration shall be by proceedings at law or in equity against those persons or entities violating or attempting to violate any covenant, condition, or restriction herein contained and shall include, without limitation, the right of specific performance. Such judicial proceeding may be for the purpose of removing a violation, restraining a future violation for recovery of damages for any violation, or for such other and further relief as may be available. Such judicial proceedings may be prosecuted by the Declarant, its successors or assigns, an Owner or by an association of Owners. In the event it becomes necessary to commence an action to enforce this Declaration, the Court shall award to the prevailing party in such litigation, in addition to such damages as the Court may deem just and proper, an amount equal to the costs and reasonable attorney's fees incurred by the prevailing party in connection with such litigation. The failure to enforce or to cause the abatement of any violation of this Declaration shall not preclude or prevent the enforcement thereof or of a further or continued violation, whether such violation shall be of the same or of a different provision of this Declaration. In addition, invalidation of any one of these covenants by judgment or Court order, shall in no way affect any of the other provisions.

Section 2. Duration. The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force and effect until [], at which time said covenants, restrictions and provisions shall automatically be extended for successive

periods of five years each, unless such covenants, restrictions and provisions are amended, modified, or changed or cancelled, in whole or in part by written agreement signed by the owner or owners of more than fifty percent (50%) of the Lots hereby restricted and recorded in the Office of the Recorder of Dallas County, Texas, at least one (1) year prior to the original expiration date or to a subsequent expiration date, whichever is applicable. [To be discussed.]

Section 3. Declarant Rights. [The Declarant shall have the right to enforce these covenants and the sole right to amend or modify these covenants, conditions, and restrictions. The Declarant shall also have the right to transfer the Declarant's right of enforcement or modification and amendment to a homeowner's association, should such an association be established. However, the Declarant is under no obligation to enforce these covenants, conditions or restriction or to transfer these rights at any time. These rights of the Declarant shall continue so long as Declarant its successor or assigns owns one or more Lots in the subdivision known as [Roosevelt Estates Plat 1.] [To be discussed]

Section 4. Conflict with Governmental Regulations. All property subject to this Declaration shall also be subject to any and all regulations of the City and any other governmental entities having jurisdiction, including, but not limited to, zoning ordinances, subdivision ordinances, building codes and other such regulations. Whenever there is a conflict between the provisions of these Covenants and the ordinances, statutes or regulations of the City, County, State, Federal or other applicable governmental entity having jurisdiction over [Roosevelt Estates Plat 1], that provision which is most restrictive shall be binding.

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DRAFT

ROOSEVELT ESTATES, LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
)ss:
COUNTY OF TARRANT)

This record was executed before me on the ____ day of _____, 2022, by _____ as
Manager of Roosevelt Estates, LLC.

Notary Public in and for said State

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EXHIBIT A
ARTICLES OF INCORPORATION

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EXHIBIT B
BYLAWS

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