

(4)

DECLARATION OF RESTRICTIONS, COVENANTS  
AND CONDITIONS OF TWIN CREEKS ADDITION  
PHASE II

THE STATE OF TEXAS

COUNTY OF TARRANT

This DECLARATION made 12<sup>th</sup> day of November, 2008, by Cardinal Rd. Inc. a "Texas" Corporation, herein called "Developer".

DESCRIPTION OF PROPERTY:

The land of which these restrictions apply is described as follows: Situated in Tarrant County, Texas and being all of Lots 5 & 7-14 Blk 4, Lots 1-5 & 32-39 Blk 5, Lots 1-20 Blk 6 and Lots 1-4 Blk 14 an addition to the City of Mansfield, Tarrant County, Texas according to the plat recorded as follows: Twin Creeks Addition Phase II, Cabinet A, Slide 12664, dated July 26, 2002, of plats records, Tarrant County, Texas

RESTRICTIVE COVENANTS:

Each of the specifically numbered lots shown upon the above described recorded residential subdivision (as distinguished from such land, if any, within the limits of such subdivision which is not specifically platted and numbered as lots) shall be impressed with the following restrictions,

a. All dwellings shall be constructed to front on the street on which the lot fronts unless any lot in question fronts on two streets in which case the dwelling constructed on such lot shall front, as the Architectural Control Committee may approve, on either of the two streets or partially on both. All lots are to be for single family dwellings. No lots can be re-platted unless developer grants written approval.

b. All dwellings and accessory structures shall be erected and maintained with a 25 foot front building line set back, 25 foot rear set back and a 10 foot side set back.

c. The floor area (that enclosed for heating and/or air conditioning) of any living unit shall not be less than 2,250 square feet. Air conditioned floor space is excluding all porches, garages, and breezeways attached to the main dwelling.

d. All dwellings shall be constructed of stone, masonry, brick, stucco or of a glass building material of the kind usually used for outside wall construction, to the extent of at least ninety (90%) of the area of the outside walls on the lower level and seventy five (75%) on the upper level. Hardiplank will be considered a masonry product. Exposed chimneys are to be of brick or stucco. Any unattached structure (garage or outbuilding) must match the exterior of the house.

e. All fencing must be approved by the Architectural Control Committee Prior to Construction.

All fences shall be constructed of brick, stone, rod iron or wood. All wood fences shall be no higher than 6 feet and have the good side facing out with a horizontal wood cap. Any wood fence that faces a street shall have landscaping to shield it. No privacy fence can extend any closer to the street than the front of the house. Brick columns will be allowed in combination with the rod iron so long as the brick matches the exterior of the dwelling. All fences on the rear property line of all lots in Blk 5 shall be 120' from the front property line.

f. Roofs shall be of wood, tile, or of composition roofing of 220 lb. or greater. All roofs shall not be less than an 8/12 pitch, unless otherwise approved by the committee.

g. 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 residence may not exceed two (2) stories in height, with three (3) different plate heights and four (4) offsets in the slab for the front elevation.

h. The garage door of any house or residence within Twin Creeks must open on the side or at the rear of the house. Each residence must have a minimum of two car garage and a maximum of three. Garage doors may face the street if the following conditions are met.

i) The door will be a minimum of 70' behind the back of the curb.

- ii) The door will be shielded from street view with either a rod iron automatic gate or a 5' tall masonry wall, or a combination of the two.
- iii) Front facing garage plans will be presented to the Architectural Control Committee at preliminary design stage accompanied by a proposed plot plan.
- i. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats or other household pets may be kept provided that they are not bred or maintained for a commercial purpose.
- j. No noxious or offensive act or activity shall be allowed upon any lot nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
- k. No sign shall be erected or maintained on any lot except a "For Sale" sign which sign shall not exceed 18" x 24" in size, or a sign owned by the Developer. No sign of any kind shall be erected or maintained on any unimproved lot which is not owned by the Developer or homebuilder.
- l. No radio towers, antenna structures or other aerials shall be placed on the roof of any building and no such aerial shall be maintained on any lot not containing a dwelling. Satellite dishes must not exceed 18" in diameter and be screened from street view.
- m. A lot or any portion of any lot that is exposed to the public view must be maintained by the property owner in a neat and orderly fashion. No lot affected hereby shall be used for dumping or storage of rubbish, trash, debris, surplus soil or rocks etc.
- n. No outbuilding, shop or trailer or residence of a temporary character shall be permitted. No building materials of any kind or character shall be stored upon the lot until the owner is ready to commence improvements.
- o. No boat, house trailer, mobile home, camper, recreational vehicle, boat trailer or similar wheeled vehicle shall be stored or parked on any lot except in a closed garage, or behind a fence, and must not be visible from the street. No automobiles or personal passenger vehicles shall be parked or stored on any street.
- p. Specifically exempted from the provisions of this section are activities by the Developers of Twin Creeks, carried out in the regular pursuit of construction, maintenance and sales within the subdivisions which exemption shall end when all development activity including sales by them are completed.
- q. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the addition at any time.
- r. Each lot on which a dwelling unit is constructed shall have landscaping including the following: shrubs, flowers, trees, ground cover of a sufficient quality, quantity, and design to be compatible with Twin Creeks. Landscaping of a lot must include full sod and a sprinkler system for the front and rear yards. Lot owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition. All landscaping and retaining walls must be completed prior to occupancy.
- s. Each lot owner shall mow and maintain landscaping and vegetation of his lot in such a manner as to control weeds, grass and other unsightly growth. If, after ten days prior written notice, owner shall fail to control weeds, grass and other unsightly growth, or to remove trash, rubble, building and construction debris or exercise reasonable care or conduct to prevent or remedy any unclean, untidy or unsightly condition, then the Developer shall have the easement, authority and right to go onto said lot for the purpose of mowing and cleaning said lot and the Developer shall charge cost, plus 10% interest per annum thereon and costs of collection thereof, shall be charged on the land and shall be a continuing assessment, together with such interest thereon and cost of collection thereof. The assessment will be the obligation of the land owner at the time the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date. The lien will accrue from date of "Notice of Lien" and will be filed with the records of Tarrant County, Texas.
- t. No drying of clothes outdoors or clothes lines used for drying of clothing will be permitted in the subdivision.
- u. Each lot shall be a member of the mandatory funded Twin Creeks Homeowners Association. Homeowners Association has its own set of bylaws. Dues shall be \$250.00 per year.
- v. All mailboxes will be ornamental.
- w. No window air conditioning units will be permitted in the subdivision.

#### ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee, hereinafter called "the Committee", shall be composed of three (3) individuals selected and appointed by Declarant, each generally familiar with residential and community development, design matters and knowledgeable about the Declarant's concern for a high level of taste and design standards within the properties. The Committee shall function as the representative of the Owners of the lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class community development. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the properties. The committee has been vested with the authority to render a final interpretation and decision on any and all restrictions.

In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. No member of the Committee shall be liable for claims, causes of action or damages.

No building, structure, fence, wall or improvement of any kind or nature shall be erected, placed or altered on any lot until all plans and specifications and a plot plan have been submitted and approved in writing by the Committee, or a majority of its members, as to:

- i) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design; and facing of main elevations with respect of nearby streets;
- ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces;
- iii) location with respect to topography and finished grade elevations and effect of location and use on neighboring lots and improvements situated thereon and drainage arrangement;
- iv) the other standards set forth within this Declaration ( and any amendments hereto) or as may be set forth within bulletins promulgated by the Committee, or matters in which the Committee has been vested with the Authority to render a final interpretation and decision.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, including approval of the builder, which may, in the reasonable opinion of the Committee, adversely effect the living enjoyment of one or more lot Owners or the general value of the Properties.

Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specs meet approval of the Committee, one complete set of plans and specs will be retained by the Committee and the other complete set of plans and specs will be marked "Approved" and returned to the lot owner or his designated representative. If found not to be in compliance with these covenants and restrictions, one set of plans and specs shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to be in compliance with these covenants and restrictions. Any modification or change to the approved set of plans and specs must again be submitted to the Committee for its approval. The Committee approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specs within fifteen (15) days after the date of submission, then the Committee's approval shall be presumed.

The Committee may from time to time publish and promulgate architectural standards bulletins which shall be fair, reasonable and uniformly applied. Invalidation's of any of these covenants by a judgment or a court order shall in no way affect any of the other provisions which shall remain in full force and affect.

The convenience, conditions, and restrictions of these declarations shall run with and bind the land, and shall endure to the benefit of, and be enforceable by, the Declarant or the owner of any lot subject to this declaration, and their respective legal representatives, heirs, successors and assigns, and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this declaration is recorded after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of these declarations may be amended by an instrument signed by not less than sixty-six (66% percent) of the lot owners. No amendment shall be effective until recorded in the Deed Records of Tarrant County, Texas, nor until the approval by any governmental regulatory body which is required by law.

The Declarant, Cardinal Rd. Inc. reserves the right, so long as it is the owner of any residential lot in the subdivision, to remain in control of the Architectural Control Committee (ACC). Immediately upon transfer of the Twin Creeks HOA by the Declarant to the homeowners of the subdivision, (3) members of the HOA, duly appointed by the officers of the HOA are to become full members of the ACC. Declarant retains the right to render decisions on behalf of the ACC if, with reasonable notice, any other member of the ACC cannot attend a meeting called by Declarant for any ACC business. Immediately, upon the sale of the final lot in the subdivision by the Declarant, control of the ACC transfers to the Twin Creeks HOA.

The Declarant, Cardinal Rd. Inc. reserves the right, so long as it is the owner of any residential lot in the subdivision to revise the plat of such subdivision by instrument duly executed and acknowledged by the Declarant in the Deed Records of Tarrant County, Texas. Immediately upon transfer of the Twin Creeks HOA by the Declarant to the homeowners of the subdivision, any revisions to the plat of the subdivision will be submitted to the HOA officers, or their assigns, for approval prior to filing.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNERS DO HEREBY EXECUTE THIS DECLARATION, EFFECTIVE THE 12<sup>th</sup> DAY OF November, 2008.

Owner

CARDINAL RD. INC.

By: \_\_\_\_\_

Peter Thomas, President

STATE OF TEXAS  
COUNTY OF TARRANT

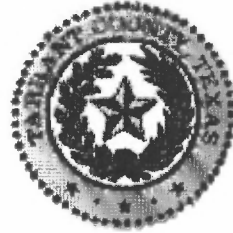
Before me, the undersigned, a Notary Public in and for said State, on this day personally appeared Peter Thomas, Cardinal Rd. Inc. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledge to me that the same was the act of said Cardinal Rd. Inc. A Texas Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 12<sup>th</sup> day of November, 2008.



*Lori Ann Taddonio*

Notary Public, State of Texas  
Lori Ann Taddonio  
Commission Expires: 12/18/2008



CARDINAL ROAD 1 LP  
POB 939

BURLESON TX 76097

Submitter: CARDINAL RD 1 LP

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 11/13/2008 10:09 AM  
Instrument #: D208426018  
OPR 5 PGS \$28.00

By: \_\_\_\_\_



**D208426018**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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