

Stanford Estates Phase 3 & 4
By D4 Stanford Investments, LLC

Only on Stanford Estates Phase
Plat Cabinet F, Slide 115
Parker County, Texas
Filed 12-21-21

To:

The Public

RESERVATIONS, RESTRICTIONS AND COVENANTS

For the purpose of assuring the orderly and uniform development of the above described property to be known as Stanford Estates Phases 3 & 4 and in order to carry out a general plan of development for the benefit of each and every purchaser of a tract or tracts in Stanford Estates Phases 3 & 4, the following restrictions upon the use of said property are hereby established: And the land shown on the map recorded in Plat Cabinet F, Slide 115, Parker County Plat Records, is held and shall be conveyed subject to reservations, restrictions, and covenants hereinafter set forth.

I.

These restrictions shall run with the title to the land, and shall be binding on all parties and all persons claiming under use for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of portions of the above described land, on a one lot one vote basis, it is agreed to change said covenants in whole or part.

II.

The restrictions herein set forth are imposed upon each lot for the benefit of each and every other lot and shall constitute covenants running with the land, and shall insure to the benefit of and be binding on the undersigned, its successors and assigns, and each and every purchaser acquiring any interest in any part of such land and their heirs and assigns. All persons acquiring any of the land covered by these restrictions shall be taken to agree and covenants to conform and observe all such restrictions as to the use of said land. No restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or had an interest in said land or part hereof. The undersigned, its successors and assigns, the Association, and the owner or owners of any part of such land or any interest therein acting jointly or separately, shall have the right to sue in District Court or the Justice of the Peace for and obtain an injunction preventing the breach of, or to enforce the observance of, the restrictions or covenants hereinabove set forth at the time of its violation and shall in no event be deemed to be a waiver of the right to do so at any time thereafter; nor shall the failure to enforce such restrictions as to anyone or more owners thereof, be deemed a waiver of the right to enforce them as to any and all other lots and owners; nor shall the failure of the undersigned to enforce any such covenants, conditions, or restrictions give rise to any cause of action against it by any other person.

Any lot owner found to be in violation of any restrictions set forth in this instrument will be notified of the violation by email or USPS with 7 days being given to contact the Association with a resolution. The Association's contact information will be provided in the email or letter. Legal action is considered a last resort but will be used by the undersigned if necessary to uphold the restrictions and protect all

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those involved, who have in good faith entered into this restricted development, Stanford Estates Phases 3 & 4, with the intention of honoring, and having all others honor the reservations, restrictions, and covenants laid out in this instrument. In the event of, and in the sole judgment of the undersigned or the Association, legal action becomes necessary to enforce any restriction or the interpretation of any restriction laid out in this instrument, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney fees, and court costs.

III.

The words "lot" or "tract" as used herein shall be defined to mean any part of the subject property of subdivision which is deeded or sold by the undersigned as described in any deed or contract of sale. It is the intention of the undersigned to sell "lots" or "tracts" shown on the plat of record.

The words "the undersigned" as used herein shall be defined to mean D4 Stanford Investments, LLC, its successors and assigns.

IV.

All of the lots and tracts are hereby restricted and designated as residential tracts. Any and all structures, whether it be fencing, buildings (portable or permanent), carports, storage, gazebos, porch and patio covers, batting cages, etc must first receive approval from the architectural control committee (ACC) before installation is started or they will be subject to removal. All questions about deed restrictions or request for additions to your property can be sent to the current management company. All expenses incurred in correcting any deed restriction violation is the sole responsibility of the property owner. All lots shall be used solely for residential purposes and shall constitute a single building or dwelling site. Said lots or portions of lots will be designated by lot and block number in the formal dedication filed with the plat. No structure may be used for anything other than single-family residences designated and constructed for use by a single-family, together with such garages and structures as may be suitable and proper for use and occupancy of said residence as a single-family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house, or any form of multiple family dwelling, advertised for transient persons, nor shall any structure, camper trailer or building be erected thereon or any part thereof used as a dwelling.

V.

No platted lot shall be split, divided or subdivided to a lot size smaller than the original lot size.

VI.

The architectural control committee shall be composed of three (3) individuals selected and appointed by the Board of the Association. 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 residential development. A majority of the committee may designate a representative to act for it. 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. Each member of the committee, or its designated representative, shall neither be entitled to any compensations for services performed hereunder nor be liable for claims, causes of action or damages arising out of services performed pursuant to this covenant. At any time, the Association may delegate and assign to the committee all of the Association's power and right to change the membership of the committee, to

withdraw or add powers and duties from or to the committee, or to restore the powers and duties of the committee. Such action by the Association shall be effective upon recordation of a written instrument properly reflecting same.

VII.

No building shall be erected or placed on any of said tracts until the building plans, specifications and plot plan showing the location of such building have been approved by the architectural control committee, as to conformity and harmony of external design with existing structures in the subdivision and as to location and size of building with respect to topography. No added permanent or temporary structure will be approved with less than a minimum of 400 square feet and maximum of 1600 square feet. A minimum of 3 feet of brick or stone matching the house may be placed on front of elevation, and the roof must be gabled on the same side. Lots with back yards bordering a main road may have stricter size and location restrictions. The architectural control committee shall respond within ten (10) days after plans and specifications have been submitted and acknowledged.

These restrictions may be revised by the undersigned, or its successors and assigns, so long as it, or its successors and assigns, owns at least 1 Lot that is subject to these restrictions. The undersigned may assign or convey by appropriate instrument to any person, or persons, or corporation any or all of the rights, reservations, easements, and privileges herein reserved by it, or in any deed or written instrument herein succeed to the assignor's rights and be bound by it's obligations. And in like manner and upon the same conditions, such assignee or any subsequent assignee may assign the same. At such time as the undersigned in its sole judgment chooses, it may form or caused to be formed with the Texas Secretary of State a non-profit corporation to administer and, if necessary, enforce these restrictions (herein, the "Association"). The name of the Association shall be Standard Estates Homeowners' Association, Inc., or any other name available at the time of its formation. The Association shall initially have 3 board members (the "Board of the Association"), who need not be Lot owners. The Board is authorized to create Bylaws for the Association as well as its own internal rules and procedures. Each Board member shall serve for an initial period of 2 years. At the end of their initial term, the members of the Association shall vote to appoint the same or new Board members pursuant to the Association's Bylaws. The Board of the Association, in addition to enforcing this document, will also be responsible for assessing and collecting monies sufficient to maintain the common areas and amenities shared by all members of the Association and to enforce these restrictions. Monies will be assessed annually by estimating annual cost and dividing that cost by the number of residing residents and then collecting from said residing residents. Any deficits may be assessed at time of short fall or miscalculation. Any surplus will be credited to next fiscal year. Residents are to pay amounts assessed upon receipt of notice to ensure maintenance and services are current. The Board of the Association will also be responsible for the timely paying of utility bills, contract labor, etc. out of Association funds. Accounting of expenditures will be available annually or at written request. Association expenses and obligations as follows but not limited to:

1. Utility bills generated by street lights, front entry lights, sprinkler system.
2. Mowing and maintenance of landscaping in common areas.
3. Repair and periodic painting of fence in common areas.
4. Maintenance and necessary repairs to stone entry, sprinkler system and common area lights.
5. Any expenses deemed necessary by the Board of the Association to ensure present and future property values.

Each Lot owner shall be a member of the Association, shall be entitled to cast a total of 1 vote in any meeting, and shall be subject to the rules and regulations of the Association in addition to these restrictions. If a Lot is owned by more than one individual, the individuals will be treated as only one member having only one vote. Membership for each Lot owner shall be mandatory.

Each Lot owner, other than the undersigned, by acceptance of the deed therefore, whether or not it shall be so expressed in the deed, hereby covenants and agrees to pay to the Association regular assessments and special assessments as provided for in these restrictions, and covenants to the enforcement of payment of the assessments and the lien of the Association as hereinafter provided. Such assessments shall be fixed, established, and collected from time to time as provided by the Association. The regular and special assessments, together with any interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a charge upon the Lot and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with any interest and costs of collection thereof, including reasonable attorney's fees, shall also be a personal obligation of the Lot owner at the time when the assessment became due. Such personal obligation shall not pass to the Owner's successors in title unless expressly assumed by them, but shall pass as a lien upon the applicable Lot. No Lot shall be assessed until conveyed by the undersigned to a new Lot owner. The following real property, being otherwise subject to these restrictions, shall be exempted from all assessments, charges, and liens created herein: (a) all Lots and/or other real property owned by the undersigned, (b) all property dedicated to and accepted by any public authority and devoted to public use; (c) all common areas; and (d) all property exempted from taxation by the laws of the State of Texas upon the terms and to the extent to such legal exemption.

VIII.

The exterior surface of all residential dwellings shall be constructed of glass, brick or other materials approved by the architectural control committee. It is specifically required that the exterior wall area of each residence located within the properties shall not have less than eighty percent (80) masonry construction. Concrete hardie board is not considered masonry for this calculation. The surface area of windows surrounded completely by masonry or brick may be included within the computation of the exterior masonry wall area of a residence. No previously used materials, other than antique brick, shall be permitted on the exterior of the residential structures located within the properties. The use of various roofing materials within the subdivision shall be permitted, however, no roofing material shall be used without first obtaining the architectural control committee's approval of same. The minimum roof pitch allowed shall be measured eight (8) vertical and twelve (12) horizontal. The architectural control committee will only approve roofing materials which are of the highest quality, and which are consistent with the external design, color and appearance of other improvements within the subdivision. Exterior paint and stain colors shall be subject to the approval of the architectural control committee. Any use of railroad ties or landscape timbers is prohibited. Installation of solar panels must first be approved by the architectural control committee and must only be installed on the rear elevation of the home. If the rear elevation of the home faces a secondary street then solar panels are not permitted.

IX.

No tent, shed, basement, lean-to, shack, mobile home, storage building, manufactured housing, or any non-permanent structure of any character or size shall be constructed, erected, maintained, or used on any of said lots. Approved design greenhouses may be allowed if all management specifications are met.

X.

The total floor area of each dwelling constructed on any residential lot in the subdivision shall contain a minimum of two thousand two hundred (2200) square feet of air conditioned floor area exclusive of all porches, garages or breezeways attached to the main dwelling.

XI.

Any fence constructed shall be made of ornamental iron, steel pipe, cable, and posts set in concrete. There shall be no fences constructed of chain link, barbed wire, chicken mesh, hog wire, or like material. Decorative fences and pipe with no climb fences may be used if special written permission is obtained from the undersigned. Any fence shall be properly maintained and/or painted. Fence material, design, location, post hole depth and spacing must be approved by the architectural control committee.

XII.

Each lot must be accessible to the front adjoining street by a driveway suitable for such purposes and shall be concrete. Any addition to driveway in width from street to front of house must be concrete. Any additional entrance for access to a lot must be concrete.

XIII.

No dwelling shall be erected nearer than fifty (50) feet to the front property line, or the fronting along a road, and no nearer than fifteen (15) feet from either side or rear of property line without the written permission of the undersigned. No fence of any kind shall be constructed any closer to the front street than dwelling.

XIV.

No sign or signs shall be displayed to the public view on any lot without the prior approval of the architectural control committee, except that the undersigned may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operations, promotion and sale of the lots. No flags or flag poles may be hung or erected without prior approval of the architectural control committee. No negative messaging is permitted to be displayed from any property or roadway within the development.

XV.

The digging of dirt or the removal of any dirt from any lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

XVI.

No cesspools, open toilets, or privies shall be permitted on any lot, and each dwelling shall be equipped with a sewage system in compliance with the local health department, and the laws of the state of Texas.

XVII.

- a. No animals of any kind shall be raised or bred on any Lot except that of horses, chickens (domesticated fowl; excluding roosters), dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No more than five (5) chickens shall be allowed per Lot. One (1) horse shall be allowed per Lot in excess of one and one-half acres. Lots in excess of three acres may have one horse per each one and one-half acres of lot area. No more than four (4) household pets will be permitted on each Lot. Pets must be contained inside a fenced area or within the dwelling.
- b. Lots that are zoned for and utilized as single family detached residential may be permitted a maximum of (5) domestic female chickens (hens) contingent on the following requirements:
 1. Hens are utilized for personal egg production or as pets;
 2. A humane and properly constructed henhouse, with at least two (2) feet of grade level ground clearance shall be provided. The structure must include solid, secure sides, including a solid top, that maintain confinement and prevents entry of predatory animals such as foxes or hawks. Sides should be embedded into the ground no less than one foot unless attached to a frame. Exterior surfaces, not inherently resistant to deterioration, shall be treated with a protective coating, such as paint or other suitable preservative, and maintained with sufficient frequency to prevent deterioration. Enclosure must provide access for proper cleaning and maintenance. It must provide protection from extreme temperatures, including but not limited to insulation, ventilation and drainage; Henhouses must include laying boxes of a minimum surface of fourteen (14) inches by fourteen (14) inches per chicken and must be regularly bedded with sawdust, straw or like material. All enclosures, including but not limited to structures and fencing, shall be constructed or repaired as to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure. All henhouses must be properly maintained in a safe, clean, sanitary and substantial condition that poses no health threat to the chickens or citizens and does not create a public nuisance.
 3. All feed and other items associated with the keeping of chickens that are likely to attract or to become infested with or infected by rats, mice, or other rodents shall be protected so as to prevent rats, mice, or other rodents from gaining access to or coming into contact with them;
 4. Disposal of Chicken Waste/Manure: Waste products (manure) generated from the raising of chickens shall be composted on-site by the owner when possible. If on-site composting is impractical the waste products shall be double bagged in clear plastic bags and placed in the rollout container for disposal along with the regular household trash,
 5. All hens shall be contained, at all times, within a fence of at least four (4) feet high. Each hen shall have a minimum of four (4) square feet of range area. The range area must be well drained so there is no accumulation of moisture.
 6. All henhouses must be approved by the ACC and shall be a minimum of fifteen (15) feet away from any adjoining property line. All structures, fencing, and hens must be located in the rear yard of the dwelling.
 7. Male chickens (roosters) are prohibited.
- c. All animals must be properly tagged for identification. It is the pet owner's responsibility to keep the lot clean and free of pet debris and to control the noise nuisance of excessive barking. Conventional dog houses no taller than 42 inches may be used in backyards.

XVIII.

No noxious or offensive trade shall be carried on upon any lot or premises, nor shall anything be done thereon which may become an annoyance to the neighborhood. No out- buildings or residences or any residential lot shall be used for commercial purposes whatsoever. No person shall use any lot for a wrecking yard or for the temporary storing of automobiles not regularly used or are inoperative, nor the outside storage of any junk of any nature including items that are not regularly used, farming or construction implements, loaded trailers, and construction materials. All automobiles must have current inspection stickers and license plates. Any gas facilities shall be properly screened from street view and approved by the architectural committee. No continuous or long term street parking is permitted. Temporary street parking is allowed for special occasions and services.

Unless prohibited by law, fireworks may be discharged on a Lot only on the week of July 4th or December 31st of each year, and not later than 11:59 p.m. Otherwise, fireworks are prohibited. The use of fireworks must be supervised by an adult, and each Owner bears the sole responsibility and risk of the use of fireworks.

XIX.

No above ground-level swimming pools shall be installed on any lot. Swimming pools shall be secured by approved fencing. Sporting, recreation, exercise, play equipment, and other outdoor items shall be kept in backyards.

XX.

All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings, and doors shall be completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed no later than one (1) year following the commencement of construction. For the purposes hereof, the term " commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

XXI.

Each residential dwelling erected on any lot shall provide attached garage space for a minimum of two (2) conventional automobiles. All garages shall have either side or rear entry and no garages shall face the adjacent street. A third garage door may open to the street so long as the location is behind the rear plane of the two garage doors. With architectural approval, homes on corner lots may have a garage face the road.

XXII.

No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

XXIII.

No old or second-hand residence, dwelling or other building may be moved from outside of said addition on to any residential lot or premises in said addition and only new building materials shall be used in any constructions.

No building of any character may be moved from outside the areas covered by this dedication to any lot or plot so covered.

No trailer house, car or other movable structures shall ever be parked or placed, temporarily or otherwise, on any lot or plot for use as a residence, servant's house or out- building.

Trailers, buses, motor homes, sailboats, and motor boats shall be stored at least fifty (50) feet behind the front building line.

XXIV.

No exterior light, including landscape lighting, shall be installed or maintained on any lot without the prior approval of the architectural control committee. Further, and notwithstanding such prior approval, upon being given notice by the committee that any exterior light is objectionable, the owner of the lot on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

XXV.

No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the properties.

XXVI.

No radio or television aerial wires or antennas shall be maintained on the outside of any building nor shall any free standing antennas of any style be permitted.

XXVII.

No temporary structure of any kind shall be erected or placed upon any lot. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other temporary structure or building shall be placed on any lot. No residence house, garage or other structure appurtenant thereto, shall be moved upon a lot from another location; except, however, that undersigned reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon the property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of lots, construction and selling of residences and constructing other improvements on the property. Such facilities may include, but not necessarily be limited to; a temporary office building, storage area, signs, portable toilet facilities and sales office. Undersigned and builders shall also have the temporary right to use a residence situated on a lot as a temporary office or model home during the period of and in connection with construction and sales operations on the property, but in no event shall a builder have such right for a period in excess of one (1) year from the date of substantial completion of the structure. Builders must provide portable toilet facilities for their workers during construction.

XXVIII.

No hunting or the discharge of firearms of any kind, including cross-bow and bow and arrow, is permitted within the subdivision. No deer, turkey or quail shall be killed or trapped. Firearms as

described, may be used as a last resort for protection of life or property from wild or domestic animals not to supersede current city, county, state or federal laws.

XXIX.

Owners and occupants (including lessees) of any lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the lot so owned or occupied, including buildings, improvements, grounds or drainage easement or other rights-of-way incident thereto, and vacant land, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- Lot mowing and weed control before and during construction for lot owner/builders;
- Prompt removal of all litter, trash, refuse and waste
- Front of house must be landscaped with flower and shrub beds and irrigation;
- Lawn mowing on a regular basis;
- Tree and shrub pruning;
- Watering landscaped areas and front yard;
- Keeping exterior lighting and maintenance facilities in working order;
- Keeping lawn and garden areas alive, free of weeds, and attractive;
- Keeping parking areas, driveways, and roads in good repair;
- Complying with all government health and police requirements;
- Repair of exterior damages to improvements;
- Cleaning of landscaped areas lying between public right-of-way lines and lot lines, unless such streets or landscaped areas are expressly designated to be common properties maintained by applicable governmental authorities.
- Landscaping, grass in front yard to road edge, and underground irrigation in flowerbeds, front yard and around house slab sufficient for maintaining landscape and yard with an attractive appearance must be completed within 3 months after completion of construction or 60 days after home becomes occupied.
- Yard art (animal statues, pink flamingos, decorations - saving temporary holiday decorations, etc.) prohibited without approval of architectural committee.

Property owner and builder are exclusively responsible for engineering and construction of site drainage and finished floor elevation.

XXX.

All septic systems shall be Parker County Health Department approved aerobic systems.

XXXI.

These restrictions shall apply to the lots covered hereunder during the term of any sales contract (prior to the transfer of record title to any lot or lots covered by such contract) and after the transfer of record title to the purchaser under such contract.

XXXII.

The undersigned may include restrictions, other than those set out herein, in any contract or deed to any lot without otherwise modifying the general plan above outlined, and such other restrictions shall insure

to the benefit of and bind the respective parties in the same manner as though they have been expressed herein.

The restrictions herein set out shall be referred to, adopted, and made a part of each and every contract and deed executed by and on the behalf of the undersigned conveying said property or any part thereof to all such intents and purposes as though incorporated in full therein: and each such contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the expressed conditions herein stated.

All of the restrictions, covenants, resolutions, liens and charges appearing herein, as well as those appearing in any contract, deed or other conveyance to or covering any part of this property, shall be construed together. If any of the same shall be held to be invalid or for any reason is not enforced, none of the other shall be affected or impaired thereby but shall remain in full force and effect.

In the event of any dispute over the proper interpretation of any of the provisions of this dedication, the interpretation of the undersigned shall be final and binding on all interested persons.

XXXIII.

Neither undersigned, the committee, nor employers and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications, and every owner of any said property agrees that he will not bring any action or suit against undersigned, the committee and agents of any of them, to recover any such damages and hereby releases, remises, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the undersigned nor the committee assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

XXXIV.

The restrictions herein set forth are imposed on each Lot to ensure the control of erosion and siltation by requiring work in accordance with national E.P.A. standards but not less than the use of silt barrier fence on the lower or storm water run-off side of each and every lot during construction as described herein.

Natural, undisturbed vegetation areas may be substituted for silt fence area when the vegetation area is a minimum of ten (10') feet in width and a minimum of forty (40) per cent coverage as per E.P.A. standards.

Steel posts which support the silt fence shall be installed on a slight angle toward the anticipated runoff source. Posts must be embedded a minimum of one (1') foot.

The toe of the silt fence shall be trenched in with a spade or mechanical trencher so that the down slope face of the trench is flat and perpendicular to the line of flow.

Silt fence should be securely fastened to each steel support post or to woven wire, which is in turn attached to the steel fence post. There shall be a six (6") inch double overlap, securely fastened where ends of fabric meet.

Silt fence shall be removed when the site is stabilized so as not to block or impede storm flow or drainage.

Accumulated silt shall be removed when it reaches a depth of six (6") inches. The silt shall be disposed of in an approved site and in such a manner as to not contribute to additional siltation.

XXXV.

The lot owner(s) acknowledge that said lot owner(s)' ownership interest is part of a larger development known as Stanford Estates Phases 3 & 4. Each lot owner shall conform with Texas law, particularly Texas water code, section 11.086 (Vernon's 1997). Each lot owner shall follow water pollution erosion and runoff procedures as required by local, state and federal law. No lot owner shall permit construction activity except in conformance with such actions.

XXXVI.

Special restrictions for all lots which carry or border oil and gas pipelines are:

- The right of way is considered to mean 25' either side of the center line of the oil and gas pipeline;
- No buildings, engineering works, patios, in-ground swimming pools, septic systems, retaining walls, water retention, or other permanent structures shall be permitted within the right of way. No temporary structures, above ground swimming pools, storage containers, construction equipment or vehicle parking will be permitted within the right of way;
- No fences are permitted to be erected or installed across the right of way without first notifying and getting approval from the proper right of way authority and the Stanford Estates ACC. This includes property boundary fences;
- No utility poles shall be allowed within the right of way;
- Trees, shrubs, vegetable gardens, and any other deep-rooted plants are not permitted within the right of way;
- Grading or elevation changes may not be made to the area within the right of way;

Each lot owner shall repair, clean and maintain all drainage condition. Such duty may be enforced by anyone who may be harmed by a failure to maintain and repair.

XXXVII.

The undersigned reserves the right at its sole option to extend this Amended and Combined Reservations, Restrictions, and Covenants to include all future phases of Stanford Estates. Additionally, the owners of Lots in Phases 1 and 2, by appropriate vote of each phase, shall have the right to submit one or both of their phases to these restrictions such that their submitted phase or phases will be governed by these restrictions (to be administer by the Association) and such that the submitted phase's or phases' costs will be shared proportionately by the owners of Lots in Phases 3 and 4, with the owners of the submitted phase or phases sharing proportionately in the costs of Phases 3 and 4.

Executed on this the 13th day of March 2023.

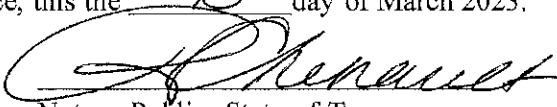
D4 Stanford Investments, LLC, Declarant

By: 

The State of Texas
County of Parker

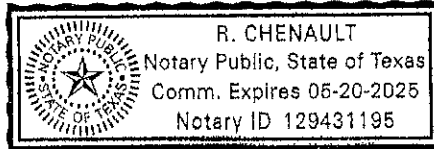
Before me, the undersigned authority on this day personally appeared David Davis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said D4 Stanford Investments, LLC, Declarant, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 13th day of March 2023.


Notary Public, State of Texas

My Commission Expires:

5-20-25



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Lila Deakle

202306069
03/13/2023 04:26:31 PM
Fee: \$75.00
Lila Deakle, County Clerk
Parker County, Texas
RESTRICT