

DUNN RANCH ESTATES

Declaration of Covenants, Conditions, and Restrictions

-PREAMBLE-

This Amended Declaration of Covenants, Conditions, and restrictions is effective August 27, 2024, at Midland, Texas, by Kevin M O'Neill, Managing Member, of Dunn Ranch LLC. hereinafter referred to as "Declarant".

RECITALS

- 1.—Declarant is the owner of all of that certain real property (the "Property") located in Midland County, Texas, platted as Dunn Ranch LLC is the record owner of said 119.162 Acre Tract in Section 38, T-1-S, T.&P. RR. Co. Survey, Midland County, Texas, Said Plat. Maintenance, Public Access and Utility Easement, as is reflected on the plat, and exempts all oil, gas and other minerals in, on or under said land. Notes on the plat disclose that water for use in the subdivision is solely existing underground water, and that Midland County assumes no responsibility for maintaining the roads.
2. The Declarant has devised a general plan for the entire Property as a whole. This general plan provides a common scheme of development designed to protect and safeguard the Property and the residents thereof over a long period.
3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE I
-Definitions-

- 1.1 **Developer:** "Developer" means Declarant, Dunn Ranch LLC, and its successors and assigns.
- 1.2 **Owner:** "Owner" means the record Owner or Owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single-family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.
- 1.3 **Lot:** "Lot" means any one of the Lots shown on the plat and subdivision map recorded in Midland County, Texas(" the Map") onto which not more than two, single family dwellings, double-wide mobile homes, single-wide mobile homes, RV's, or manufactured homes will be built or moved, together with other approved structures described in 4.1 hereof.

ARTICLE II
-Architectural Control-
-The Committee, the Initial Members, and the Powers of the Committee-

- 2.1 An Architectural Control Committee shall make the final decision as to the application and enforcement of these Covenants, Conditions and Restrictions. Said member(s) shall serve at the pleasure of the Developer so long as the Developer owns property in the subdivision. Thereafter, the Architectural Control Committee shall be appointed by the remaining members of the Architectural Control Committee.

The initial members of the Architectural Control Committee shall be:

These restrictions may specifically provide that the final decision concerning said restrictions is "Subject to ACC Approval", but the opinion of the committee is important, even if such language is not present.

-Approval of Plans and Specifications-

- 2.2 The Architectural control committee must review and approve in writing all projects on the Property, including, but not limited to:
- a) The type structures allowed under paragraph 1.3 hereof;

- b) The Construction of any building, fence, wall, or other structure(s), including any exterior additions, changes or alterations in any building, fence, wall or other structure(s); and
- c) Any exterior lighting, satellite dish, antenna, flagpole, elaborate improvements, or grade changes that alter water flow patterns, or grade changes that could affect easements properties above or below ground.

-Application for Approval-

- 2.3 To obtain approval to do any of the work described in Paragraph 2.2, an owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work. (Plans may be a simple sketch on paper, professionally done plans are not required)All plans shall be submitted to the Architectural Control Committee prior to the commencement of the proposed work.

-Standard for Review-

- 2.4 The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions (2) ensure the quality of external design in relation to surrounding structures and topography and (3) to ensure that same is in conformity with the design and look of the subdivision. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. Upon rejection of an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

-Failure of Committee to Act-

- 2.5 If the Architectural Control Committee fails either to approve or reject an application for proposed work within thirty (30) days after submission, then committee approval shall not be required, and the applicant shall be deemed to have fully complied with this requirement.

-Limitation of Liability-

- 2.6 Neither the Declarant, Architectural Control Committee, or Homeowner's Association that might be formed, the Architectural Control Committee nor any

of the members of each committee shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any owners or other persons or entity by reason of mistakes of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans and specifications.

ARTICLE III
-Exterior Maintenance-

- 3.1 If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter the Lot in order to repair and maintain the landscaping and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner.

ARTICLE IV
-Residential and/or Commercial-

- 4.1
- a) Lots shall be used for not more than 1 single family residential dwelling.
 - b) RV's, Campers, and Motor Homes are NOT permitted for use as permanent housing. They may be used for: living and sleeping while primary housing is being erected; remodeling being completed at primary housing. ALL RV's, Campers, and Motor Homes must have current registration and or inspection to be used as temporary means of housing. If storing RV's, Campers, or Motor Homes on Lot the ACC must approve said unit. Storage only must have inspection and or registration within the last 2 years of current date. NO leaking or non-livable trailers will be approved or allowed.
 - c) Mobile Homes are permitted, must be aesthetically pleasing, must be in livable condition, MUST BE MANUFACTURED WITHIN THE LAST 10 YEARS NEW OR NEWER. NO boarded up windows, NO boarded up doors, THE HOME MUST be approved by ACC.
 - d) Garages, shops and out-buildings will be allowed, Subject to ACC Approval
 - e) No heavy vehicles or equipment allowed on lots unless direct street access to CR 1120 is available from the owner's lot; Dunn Ranch offers heavy equipment and truck parking Lot at an additional charge of \$100.00 per month per unit, Additional charges for units exceeding a combined weight of

80,001 lbs gross or more. Lot 16 on East county Road 89 is the designated lot for truck or heavy equipment parking. This will ensure gravel roads will provide a longer duration and less upkeep. Cost and parking lot location are subject to change and will be determined by the ACC.

- f) No cars will be allowed to park on any access roads, shared roads or easements. All vehicles other than heavy equipment as listed in (e) will need to be parked within owner's lot
- g) Any vehicle and or equipment parked along access road(s) shared roads or easements- no matter age, condition or reason unless approved by ACC will be towed at the owner's expense, Dunn Ranch LLC, tow companies and or any affiliates will not be responsible for damage caused by removal of said vehicle(s) or equipment
- h) No Lot may be subdivided
- i) No firearms or explosives are to be used or discharged
- j) No tire disposal properties excess tires on property(ies)
- k) Lot may not be used as dumping ground
- l) Lot may not be used as storage
- m) Lot may not be used for digging, caliche pit, water transfer, if a water well is drilled it is only for use of the lot no sharing of well water or any other water sources will be allowed. NO rock, water, or other minerals can be sold or transferred from Dunn Ranch LLC Development.

-Type of Buildings Permitted-

- 4.1 No building, and or yards, shall be erected, altered, or permitted on any Lot other than as described in 4.1 hereof.

-Metal Buildings-

- 4.2 No metal buildings may be constructed or moved onto any of the lots without the prior written approval of the Architectural Control Committee.

-Metal Building Construction-

- 4.3 All metal buildings must be constructed of R-Panel or C-Panel material, or other material, approved by the Architectural Control Committee.

-Septic Systems and Water Wells-

- 4.4 Only approved septic systems and water wells shall be installed, and each must be installed in accordance with all applicable state and county regulations in

force at the time of installation and must be pre-approved by the appropriate official bodies, and said approval be submitted to the Architectural Control Committee for review. WATER WELL(S) are for Lot use ONLY. Water from Lot may NOT be drilled for commercial use to be sold or transferred or shared from Dunn Ranch Development. Owner of the lot may not sell or share water from the lot where the water well is owned.

-Setback Lines-

- 4.5 No side setback lines are shown on the Plat, but unless waived by the Architectural Control Committee, in writing, all side setback lines shall be ten (10) feet from the property lines.

-Roofing-

- 4.6 Roofing material will be to manufacturers, builders, or engineers' recommendation and specifications. All roofs will be free of damage and no signs of leaks, missing shingles, or damage.

-Easements-

- 4.7 Easements for the Installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Pipeline easements are shown on the Platt and the owner of the property must adhere to the easement covenants of the pipeline companies. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for damage done by them or their assigns, agents, or employees, to shrubbery, trees, flowers, or to other property of the Owner situated in the easement.

-Animals-

- 4.8 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for commercial purposes. Notwithstanding the foregoing, a reasonable number of domestic animals, including, but not limited to dogs, cats, and other household pets; lambs, goats, calves and similar educational project animals; and chickens and other fowl for table use will be allowed, all subject to the commercial purposes' limitation, and subject to their not objectionable because of noise, odor or other sensory grounds. In the event of disputes, the decision of the Architectural Control Committee shall be final.

-Trucks, Buses, Trailers, and Cars-

- 4.9 No automobile, truck, bus, car, recreational vehicle, boat or trailer of any type shall be left parked in the street in front of any Lot. Except for short-term

construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. Short-term shall be defined as not more than 96 hours. Notwithstanding anything in this section to the contrary, NO COMMERCIAL TRUCKS SHALL PASS THE ENTRANCE FOR HEAVY DUTY PARKING AREA. THIS INCLUDES HEAVY EQUIPMENT. DEFINED: GVRW 26,001 or Any equipment weighing more than 26,000 lbs Unless approved by ACC.

-Prohibited Activities-

- 4.10 No profession, business or commercial activity generates large volumes of traffic will be allowed, but non-intrusive home businesses will be allowed.
- 4.11 No illegal activities or transactions are to be conducted on said lots. This is to comply with all Local, State and Federal Laws and Regulations.

-Poles, Masts, and Antennas-

- 4.12 All poles, masts, antennas, or satellite dishes of any type, size, or height shall be installed within the envelope of the building or be approved by the Architectural Control Committee, unless specifically authorized by statute.

-Noxious of Offensive Activities Prohibited-

- 4.13 No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done thereon which would or may become an annoyance to the neighborhood.
- 4.14 All questions concerning what is a noxious or offensive activity shall be determined by the Architectural Control Committee, and its decision shall be final.

ARTICLE V

-Reservation of Easements-

- 5.1 Right of use for ingress and egress shall be available at all times over an easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or pipeline or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.

ARTICLE VI

-General Provisions Control By the Declarant-

-Control over the Property-

- 6.1 The Declarant, or Its successor or assigns, shall have complete and full control over the Property until all lots are sold or until Declarant releases the right of control to the Architectural Control Committee.
- 6.2 The Developer or the Architectural Control Committee or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to enforce such violation or any other violation in the future. All waivers of any restriction must be in writing and signed by the party to be bound.

-Severability-

- 6.3 Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force effect.

-Covenants Running with the Land-

- 6.4 These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefits of the Property, each Lot, and each Lot Owner.

-Duration and Amendments-

- 6.5 The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods often (10) years subject to terminations by an instrument signed by more than seventy-five (75%) percent of the Owners. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by more than seventy-five (75%) of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Deed Records, of Midland County, Texas, and all requisite governmental approvals, if any, have been obtained.

ARTICLE VII
-Attorney's Fees-

-Prevailing Party Entitled to Attorney's Fees-

- 7.1 If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recorder from the losing party reasonable expenses, attorney's fees, and costs.

ARTICLE VIII
-Interpretation, Choice of Law, Jurisdiction-

-Liberal Interpretation-

- 8.1 This Declaration shall be liberally construed to effectuate its purpose creating a uniform plan for the property.

-Choice of Law-

- 8.2 The laws of the State of Texas shall be controlling in any litigation or controversy concerning these restrictions.

-Jurisdiction-

Midland County, Texas, or the federal court with jurisdiction in Midland County, Texas, shall be the situs of any lawsuit with regard to litigation concerning these restrictions.

Duration: These Restrictions shall remain in effect perpetually. Attorney's Fees: In the case of any controversy, dispute or claim that arises relating to this document or the provisions set forth, breach, or an enforcement, the prevailing party shall be entitled to recover from the losing party any reasonable expenses and attorney's fees.

Witnessed on this the _____ Day of _____

Dunn Ranch LLC

State of Texas County of _____ Before me, the undersigned authority on the day personally appeared Kevin M. O'Neill (Managing Member) of Dunn Ranch LLC known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this the _____ Day of _____ Given under my hand and seal of office this the _____ Day of _____

County, Texas Notary Public

Witnessed on this the _____ Day of _____

BUYER _____

BUYER _____

State of Texas County of _____ Before me, the undersigned authority on the day personally appeared

known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledge to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this the _____ Day of _____ Given
under my hand and seal of office this the _____ Day of

_____ County, Texas Notary Public