

**DECLARATION OF RESTRICTIVE COVENANTS OF
THE Wyldewood SUBDIVISION**

Date: June _____, 2025

Declarant: BT Builders, LLC, a Texas limited liability company

Declarant's Address: 7781 Hencken Ranch Rd, Fort Worth, Texas 76126

Property:

Definitions

“Covenants” means the covenants, conditions, and restrictions contained in this Declaration.

“Declarant” means BT Builders, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

“Easements” means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

“Lot” means each tract of land designated as a lot on the Plat.

“Owner” means every record Owner of a fee interest in a Lot.

“Plat” means the Plat of the Property recorded as Instrument Number D223020216 of the Official Public Records of Tarrant County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

“Renting” means granting the right to occupy and use a Lot, including the Residence or Structures located on the Lot, in exchange for consideration, whether pursuant to a written Lease or otherwise.

“Residence” means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

“Short Term Rental” means renting a Lot, Residence, or Structure (1) for less than 120 consecutive days, or (2) as transient housing, including without limitation use as a hotel, motel, boarding house, or vacation rental. Notwithstanding the foregoing, the term “Short Term Rental” does not include renting a Residence pursuant to a written lease agreement which is entered into contemporaneous with and incidental to a contract between the Owner of a Lot and a buyer who intends to purchase and occupy the Lot and Residence thereon.

“Single Family” means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

“Structure” means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

“Subdivision” means the Property covered by the Plat and any additional property made subject to this Declaration.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants, with the sole exception of Lot 1 shown on the Plat which shall not be subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject an Owner to a fine, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement, but are required to maintain them.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

5. Mail box and neighborhood monument sign will be located in lot 8 property lines. Public access to these area shall not be restricted by lot owner. Lot 8 property owner shall be responsible for general mowing and maintenance around these areas. Any major repairs or replacement will be the duty of all owners. All lots owners are responsible for the grass and yard maintenance of their lots to the street at both front and side lines where applicable, which includes the county easement and drainage areas.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are—

- a. any activity that is otherwise prohibited by this Declaration;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any dumping or accumulation of rubbish or debris;
- e. any storage of—
 - i. building materials except during the construction or renovation of a Residence or a Structure; however, excess stone or brick retained for future use may be stored at the rear of Lot so long as it is kept in good condition and is not clearly visible from the street;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of animals, livestock, or poultry for commercial purposes; however, domesticated animals, such as dogs and cats, livestock, and chickens may be kept as pets for personal use so long as their presence does not violate section C.2.c. above;
- h. any commercial or professional activity except reasonable home office use;
- i. the drying of clothes in a manner that is visible from any street;
- j. the display of any sign except—
 - i. one not more than five square feet, advertising the Lot for sale or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law;
- k. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- l. moving a previously constructed house onto a Lot;

- m. interfering with a drainage pattern or the natural flow of surface water;
- n. hunting;
- o. occupying a Structure that does not comply with the construction standards of a Residence; and
- p. allowing a renter, guest, or other person who is a registered sex offender to reside at the Property.
- q. renting a portion of rather than the entirety of a Lot, Residence, or Structure;
- r. renting a Lot, Residence, or Structure—
 - i. without a written lease agreement executed by all relevant parties which grants the tenant the exclusive right to use and possess all of the Lot and all of the Residence and Structures located on such Lot;
 - ii. without the express intention of both Owner and tenant that the tenant use and occupy the Residence and Structures located on the Lot for the entire term of the written lease agreement;
 - iii. for less than one hundred twenty (120) consecutive days, or for use as transient housing, including without limitation use as a hotel, motel, boarding house, or vacation rental; and
 - iv. for any purpose other than single family residence use;

D. Construction and Maintenance Standards

1. Lots

- a. *Consolidation of Lots.* An Owner of adjoining Lots may not consolidate Lots into one site for the construction of a Residence without obtaining prior written approval from Declarant.
- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted by its Owner.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. Residences and Structures

- a. *Aesthetic Compatibility.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Subdivision. Home styles and structures will be deemed compatible if approved by the Declarant to proceed with construction .
- b. *Maximum Height.* The maximum height of a Residence is thirty (30) feet above grade and not more than two (2) stories.
- c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least two thousand (2,200) square feet.
- d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line.

All Structures must be located behind the front wall of the Residence. Declarant has final approval of proposed lot location so that each lot can be serviced by a well and septic without encroaching on neighbor access to well and septic.

- e. *Garages.* Each Residence must have at least a two-car garage accessed by a driveway. The garage may be a separate structure.
- f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within one hundred twenty (120) days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within forty-five (45) days and the Lot restored to a clean and attractive condition.
- g. *Fences, Walls, and Hedges.* Fences must not exceed four (4) feet in height and must be composed of metal post and rail design, ranch-style pipe, wrought iron, decorative cedar pickets, metal hog or game wire, or any combination thereof; however, chainlink fencing is not permitted. Except for existing fencing along the street, no fence may be located forward of the front wall line of the Residence. Each owner shall maintain the portion of fencing on the Owner's Lot in a presentable condition and make any repairs when necessary.
- h. *Antennas.* No antenna, satellite dish, or associated wires may be visible from the street or be located behind the rear setback line of any Lot.

- i. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
- j. *Lighting and Exterior Holiday Decorations.* Lighting and/or decorations on a Lot may not be used or placed in a manner which constitutes a nuisance or an unreasonable source of annoyance to other Owner and residents in the Subdivision. This section does not apply to landscape lighting, which is allowed so long as it is not used or placed in a manner which constitutes a nuisance or unreasonable source of annoyance to other Owners and residents in the Subdivision.
- k. *Solar Energy Devices.* Owners may install Solar Energy Devices ("SED") on a Residence or Structure-
 - i. is not installed in a manner that voids material warranties, threatens the public health or safety, or violates a law;
 - ii. is installed on the roof of a Residence or other approved Structure or within a fenced yard;
 - iv. if installed on the roof of a Residence or other approved Structure—
 - (a). does not extend higher than or beyond the roofline;
 - (b). is located on the side or back of the roof opposite the street, unless—
 - (i). an alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewal Energy Laboratory, by more than ten (10) percent above energy production of the device if located in an area designated by the Association, and
 - (ii). such alternate location is, to the extent possible, located on whichever side of the roof is least visible from the street;
 - (c). conforms to the slope of the roof and has a top edge that is parallel to the roofline; and
 - (d). only uses a frame, support bracket, or visible piping or wiring (if any) in a color that is bronze or black in tone commonly available in the marketplace and which generally conforms with the color of the roof.

3. *Building Materials for Residences and Structures*

- a. *Roofs.* Only composition, tile, or decorative metal may be used on the roof of any Residences and Structures. All roof stacks must be painted to match the roof color.
- b. *Air Conditioning.* Window or wall-type or mini split air conditioners may not be used in a Residence; however window or wall-type air conditioners may be used in outbuildings so long as they are not visible from the street.
- c. *Exterior Walls.* Exterior walls, excluding exposed foundation, windows, and doors, must be composed of stone, brick, stucco, decorative metal, hardieplank or a similar cement-based product, or masonite. Alternate materials may be approved by the Declarant.
- d. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete or asphalt. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock, unless located in the backyard of the residence.
- e. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

E. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.
3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of two-third (2/3) of the owners. Until such time as Declarant has sold every Lot within the Subdivision, Declarant reserves the sole and exclusive right, without joinder or consent of any Owner, to (1) amend, restate, modify or repeal this Declaration and other Dedicatory Instruments; (2) amend revise, modify, or vacate any Plat, and (3) annex and subject any other property to the terms of this Declaration.
5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

7. *Annexation of Additional Property.* Declarant may add additional adjacent properties to this development at a later date
8. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith. The Declarant cannot be asked to mediate a dispute.
9. *Governing Law.* This Declaration shall be construed and governed under the laws of the State of Texas.
10. *No Representations or Warranties.* No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Declarant or Declarant's agents or employees in connection with any portion of the Subdivision, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

IN WITNESS WHEREOF, Declarant executes this Declaration to be effective as of the date first written above.

DECLARANT:

BT Builders, LLC

By: David Blacklock, Managing Member

COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of May, 2023 by BT Builders, LLC, a Texas limited liability company, on behalf of said company.

[SEAL]

Notary Public, State of Texas