

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**FIFTH AMENDMENT TO THE DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
ROCKY CREEK RANCH  
(Domestic Fowl)**

STATE OF TEXAS                   §  
  §           **KNOW ALL PERSONS BY THESE PRESENTS:**  
COUNTY OF TARRANT         §

**THIS FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ROCKY CREEK RANCH (this "Fifth Amendment") is made this 10<sup>th</sup> day of March, 2022, by RCR HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association").**

**WITNESSETH:**

**WHEREAS**, RCR 1187 Minerals, LP (formerly known as RCR 1187, LP) ("**Declarant**") recorded an instrument entitled "Declaration of Covenants, Conditions, Restrictions and Easements" on or about June 15, 2005, as Document No. D205204625 of the Real Property Records of Tarrant County, Texas (the "**Declaration**"); and

**WHEREAS**, the Declaration was amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements, recorded on or about August 24, 2005, as Document No. D205251305 of the Real Property Records of Tarrant County, Texas (the "**First Amendment**"); and

**WHEREAS**, the Declaration was amended by the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements, recorded on or about February 9, 2007, as Document No. D207068652 of the Real Property Records of Tarrant County, Texas (the "**Second Amendment**"); and

**WHEREAS**, the Declaration was amended by the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements, recorded on or about October 30, 2018, as Document No. D21824106 of the Real Property Records of Tarrant County, Texas (the "**Third Amendment**"); and

**WHEREAS**, the Declaration was amended by the Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements, recorded on or about February 4, 2021, as Document No. D221031808 of the Real Property Records of Tarrant County, Texas (the "**Fourth Amendment**"); and

**WHEREAS**, Article 13, Section 13.1 of the Declaration provides for amendment of that instrument with the consent of seventy-five percent (75%) of the Lot Owners, with each Lot being entitled to one (1) vote; and

**WHEREAS**, Section 209.0041(h) of the Texas Property Code provides that a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners entitled to vote on the amendment of the declaration, in addition to any governmental approval required by law; and

**WHEREAS**, Section 209.0041(f) of the Texas Property Code provides that Section 209.0041 supersedes any contrary requirements in a dedicatory instrument; and

**WHEREAS**, no governmental approval is required by law for the following amendment; and

**WHEREAS**, the following amendment to the Declaration was approved by a vote of at least 67% of the total votes allocated to property owners entitled to vote on the amendment to the Declaration.

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

1. Article 3, Section 3.12 of the Declaration is amended by replacing this Section with the following:

3.12 Animals. Certain farm animals, in number according to the Rules and Regulations, may be kept on a Lot provided the Lot is fenced in accordance with this Declaration. Domestic pets, in reasonable number as determined by the Association, may be kept on a Lot, but no Owner shall allow a pet to run loose or become a nuisance to the other residents. No pets may be raised for sale, and commercial kennels of any kind are expressly prohibited. Hogs and swine are prohibited. All corrals, pens, and barns shall be cleaned regularly so as to reduce odor and flies. Exotic animals (such as lions or tigers) and dangerous pets of any other type (i.e. pit bulls) that may pose a safety or health threat to the community shall not be kept on any Lot. All animals shall be kept in strict accordance with all applicable laws and ordinances, and in accordance with the Rules and Regulations.

Domestic Fowl. The following guidelines relate to the use and care of domestic fowl for members within the Rocky Creek Ranch HOA and will be strictly enforced.

(a) No more than 6 fowl are permitted per lot to minimize the issues related to animal waste and noise.

(b) Shelter is required to protect the animals from extreme weather conditions, such as freezing and dehydration. Fencing and coops must prevent fowl from wandering on neighboring properties and protect fowl from predators including coyotes, foxes, skunks, raccoons, snakes, hawks, and others.

(c) No roosters are permitted. Any rooster discovered in a flock must be removed no later than 2 weeks after discovery.

(d) Coops.

(i) The combined size of a coop and run cannot exceed 100 sq feet.

(ii) The height of a coop cannot exceed 8 feet.

(iii) Muted colors that blend into the environment and match the residence or barn are preferred. Bright colors are prohibited.

(iv) Roofing materials should match or complement the residence or barn.

(v) A coop cannot be located within any setback area as set forth in Section 4.5. Coops shall be located behind or beside residences or barns to minimize visibility. Owners should consider access to electrical power when locating a coop to provide heating or cooling as required in extreme weather conditions.

(vi) Coops and attached runs shall be constructed of durable materials and appropriate hardware cloth. Standard chicken wire (hex netting) does not provide

adequate protection from predators. 1/2" to 1/4" galvanized hardware cloth is typically recommended for coops and chicken runs.

(vii) Coops must be maintained and cleaned on a regular basis. Accumulation of manure or other unsanitary conditions that may pose a health risk or result in nuisance odors are strictly prohibited.

(viii) Coop tractors (mobile coops) are allowed subject to all other restrictions as set forth in this section (d).

(ix) Design and placement of all coops must be approved by the ARC.

2. Except as modified by this Fifth Amendment, the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Fifth Amendment as of the date first written above.

RCR HOMEOWNERS ASSOCIATION, INC.,  
a Texas nonprofit corporation

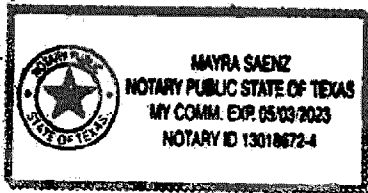
By: Teddy J Landry  
Name: TEDDY J LANDRY  
Title: President RCR HOA

ACKNOWLEDGEMENT

STATE OF TEXAS     §  
   §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Teddy Landry, President of RCR HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 10<sup>th</sup> day of March, 2022.



Mayra Saenz  
Notary Public, State of Texas  
05/03/2023  
My Commission Expires

**AFTER RECORDING, RETURN TO:**

Riddle & Williams, P.C.

3811 Turtle Creek Blvd., Suite 500

Dallas, Texas 75219