

## **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

STATE OF TEXAS           §  
                                      §                           KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF ERATH       §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this “Declaration”), is made on the date hereinafter set forth by ZRE Ranch Partners, LLC, a Texas limited liability company (“Declarant”), with a business address of 102 Houston Avenue, Suite 300, Weatherford, Texas, 76086, for the purpose of evidencing the covenants, conditions and restrictions contained herein against the following-described Property.

### **WITNESETH:**

WHEREAS, Declarant is the owner of that certain real property described on Exhibit “A” attached hereto and incorporated herein by reference. Such real property is hereinafter referred to as the “Property.”

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and each individual tract or parcel of the Property. These easements, covenants, restrictions and conditions shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Declarant and each owner of any tract or parcel within the Property.

NOW, THEREFORE, the Declarant shall retain the right, but not the obligation, to administer and/or enforce the covenants and restrictions contained in this Declaration until the earlier of (i) the date on which the Declarant or its permitted assignee or successor no longer owns any portion of the Property, or (ii) any date required by law pursuant to which Declarant must give up such power of administration and enforcement.

### **Definitions**

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

“Declarant” means ZRE Ranch Partners, LLC, a Texas limited liability company, and any successor that acquires all of Declarant’s ownership interest in the Property and is named as successor in a recorded document. Any person or entity’s status as the Declarant shall cease at such time as the person or entity no longer owns any Tract or other portion of the Property.

“Dedicatory Instruments” means this Declaration and any other filings affecting these restrictions.

“Development” means the real property described on Exhibit “A” attached hereto and incorporated herein by reference, and any additions hereto as provided in this Declaration.

“Owner” means every record Owner of a fee interest in a Tract or of any portion of real property within the Property.

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

“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 Tract (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

“Tract” means each individual tract or parcel of land within the Property, or as identified as a lot on any future Plat of the Property recorded in the public records of Erath County, Texas, or otherwise any separate parcel of the Property,

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

## **Clauses and Covenants**

### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Property. Each Owner by his/her/its acceptance of their deeds, leases, or occupancy of a Tract or portion of the Property agree that the Property is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Property, 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 the Property.

### **B. Use and Activities**

#### **SINGLE FAMILY RESIDENTIAL TRACTS:**

Each Tract shall be limited to one primary residence and up to one additional secondary residence (e.g. barn apartment or “mother-in-law suite”), subject to the following restrictions and requirements:

1. Each residence shall have a minimum contiguous interior living area of 1,500 square feet, exclusive of garages, porches, or patios. At least sixty percent (60%) of the exterior of each residence, exclusive of glass and doors, shall be in masonry, brick, brick veneer, stone or stone veneer materials. All exterior construction shall be of new materials.

2. No Residence, Structure, or other permitted building shall be located on any Tract nearer than 50 feet to the front line nor nearer than 50 feet to the side tract line of the Property.

3. No pre-fabricated, temporary dwelling building, trailer home, manufactured home or mobile home of any kind or any other improvements of a temporary character shall be permitted on any Tract.

#### PROHIBITED ACTIVITIES:

No commercial operation or business of any kind involving poultry, swine, or cattle feed lots, trading lots, trucking yards, heavy equipment operations, or storage, or wrecking yards shall be permitted to be operated on the Property. No cemetery or church shall be permitted anywhere on the Property.

#### BURNING PROHIBITED:

No open burning of articles other than leaves, tree limbs, or grasses shall be allowed on the Property.

#### SANITARY FACILITIES:

No outside toilets shall be installed or maintained on the Property and all plumbing shall be connected with a septic tank and adequate drain field, constructed and installed in accordance with the health regulations of the State of Texas and Erath County and of any other governmental authority having jurisdiction. Such installation shall be constructed and maintained by the Owner so that no effluent from the same shall ever drain or flow upon the ground surface or drain in such a manner above or below the surface that it will cause any degree of pollution or danger to the public health. No lateral line or septic tank shall be located within 150 feet of any water well situated on adjacent land. No water well shall be drilled within 120 feet of adjacent land.

#### GARBAGE AND REFUSE DISPOSABLE:

No Tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and same shall not be kept on any Tract unless same is in sanitary containers.

#### ABANDONED VEHICLES:

No vehicle or machinery of any type not in operating condition shall be left within the view of the public or be parked on any driveway or on any portion of a Tract in such a manner as to be visible to the public.

#### SIGNS:

No sign of any kind shall be displayed to the public view on any Tract, except one sign of not more than five square feet advertising the Tract for sale or rent, or signs used by a builder to advertise the Tract during the construction and sale will be permitted.

#### NO SUBDIVIDED LOTS:

The Property may not be subdivided into two or more tracts if any resulting tract is less than ten (10) acres, unless such subdivision is caused by the platting, replatting or conveyance of any portion of the Property solely by Declarant.

#### ACTIVITIES PROHIBITED:

No obnoxious or offensive activities shall be carried on upon the Property nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other Owner or a threat to public safety.

#### RECREATIONAL VEHICLES, TOURING COACHES, BOATS, AND TRAILERS:

A Recreational Vehicle ("RV") or Coach ("Coach") shall be allowed during construction of the Residence for not more than eighteen (18) months. An Owner may allow a guest(s) to park an RV or Coach on Owner's Tract, to the side or rear of the home, for visits totaling not more than four (4) weeks during any consecutive 365-day period. An RV, Touring Coach, or boat may be stored on the lot, but must be parked to the rear of the home. If an RV, Coach, Boat, and/or Trailer is stored on a lot, but not in an enclosed structure, then Owner shall not store such within twenty-five feet (25') of the property line unless written approval is obtained from the adjoining, impacted Owner. If Owner plans to permanently store an RV, Coach, Boat, and/or Trailer on a lot, Owner must construct an approved storage structure or plant trees/shrubs of adequate size, if none are naturally present, to screen such from neighboring property owner's view.

#### C. General Provisions

1. *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.

2. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, and properly addressed to the Owner. Unless otherwise required by law or the Dedicatory Instruments, actual notice however delivered, is sufficient.

3. *No Warranty of Enforceability.* While the Declarant has no reason to believe that any of the Covenants or other terms or provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any of the Covenants. Any Owner acquiring a Tract within the Property in reliance on one or more of the Covenants or any of the terms or provisions contained in this Declaration shall assume all risks of the validity and enforceability thereof and, by acquiring the Tract, agrees to hold Declarant harmless therefrom. The Declarant shall not be responsible for the acts or omissions of any individual, entity or other Owners.

4. *Enforcement.* The Covenants for the benefit of and shall inure to any owner of a Tract within the Property. After 15 days written notice from any Owner of a violation of one or more of these Covenants, any Owner may enforce the Covenants through a proceeding at law or in equity against the Owner or other person or entity violating or attempting to violate any one or more of these Covenants, either to prevent or to correct such violation, or to recover damages or to obtain other relief for such violation. All expenses, including reasonable

attorney fees, shall be recovered from anyone adjudged to have violated these Covenants by the party bring the suit or other action. Failure to enforce any covenant, condition, reservation, restriction or limitation herein contained shall in no event be deemed a waiver of the right to do so thereafter. Declarant shall have no ongoing obligation to enforce these Covenants against the Owner who is in violation of these Covenants.

5. *Duration.* The Covenants shall run with the land, shall be binding on the Property, and shall be enforceable by all Owners for a period of twenty-five (25) years from and after the date hereof and shall thereafter be automatically extended for successive periods of twenty-five (25) years unless two-thirds (2/3) of the Owners consent in writing to a termination of these Covenants.

6. *Amendment.* This Declaration may be amended or modified upon the express written consent of at least two-thirds (2/3) of the Owners. Any and all amendments, if any, shall be recorded in the office of the County Clerk of Erath County, Texas. Notwithstanding the foregoing, Declarant shall have the right at any time to execute and record amendments to this Declaration without the consent or approval of any other party if the sole purpose of the amendment is for the purpose of correcting technical errors or for purposes of clarification.

EFFECTIVE DATE: \_\_\_\_\_, 2022

DECLARANT:

ZRE Ranch Partners, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Jack Eggleston, Manager

#### ACKNOWLEDGMENT

STATE OF TEXAS           §

COUNTY OF PARKER       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Jack Eggleston, Manager of ZRE Ranch Partners, LLC, a Texas limited liability company, as the act and deed of said company.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Jack Eggleston

102 Houston Avenue, Suite 300

Weatherford, Texas 76086

## **Exhibit "A"**

### **Legal Description of the Property**

Of a 311.52 acres tract out of the Oliver Smith Survey, Abstract No. 725, Erath County, Texas; being all of a certain 33.33 acres tract (Tract One), a certain 6.67 acres tract (Tract Two) and a certain 33.33 acres tract (Tract Three) deeded to Mark McKelvey and Rose McKelvey in Document No. 2014-01802 and all of a certain 73.13 acres tract (Tract One) and all of a certain 128.94 acres tract (Tract Two) deeded to Mark McKelvey and wife, Rose Marie Jaques McKelvey in Volume 952, Page 313, and all of a certain 36.364 acres tract deeded to Mark S. McKelvey and wife, Rose Jaques McKelvey in Volume 952, Page 309, all of the Official Public Records of Erath County, Texas; and being further described by metes and bounds as follows:

Beginning at a found 3/8" iron rod in the south line of said Oliver Smith Survey, at an ell corner of Erath County Road No. 120, at the southwest corner of a certain 100.00 acres tract deeded to Leslie Carol Crain in Document No. 2013-01912 of said Official Public Records, in the north line of a certain 125.25 acres tract deeded to Robert A. Rust and spouse, Connie L. Rust in Volume 1085, Page 754 of said Official Public Records and at the southeast corner of said 128.94 acres tract, for the southeast and beginning corner of this tract, from which the southwest corner of said Oliver Smith Survey is called to bear N. 89 deg. 28 min. 48 sec. W. 5908.61 feet.

Thence along said County Road and with the south line of said Oliver Smith Survey, N. 89 deg. 28 min. 48 sec. W. 2802.10 feet to a set 60D nail in the north line of a certain 182.88 acres tract deeded to Salt Creek Paddle, LLC in Volume 1337, Page 164 of said Official Public Records and at the southeast corner of a certain 30.51 acres tract deeded to V. J. Butler and wife, Elizabeth Ann Butler in Volume 610, Page 604 of the Deed Records of Erath County, Texas, for the southwest corner of this and said 128.94 acres tract.

Thence leaving said County Road, N. 08 deg. 28 min. 56 sec. W. at 31.99 feet pass a 4" steel post in the north fence line of said County Road, continuing in all 724.64 feet to a 2" steel post, for a corner of this and said 128.94 acres tract.

Thence continuing with the east line of said 30.51 acres tract and the west line of said 128.94 acres tract, N. 54 deg. 26 min. 27 sec. E. 71.98 feet to a set 1/2" iron rod with cap (PRICE SURVEYING), N. 01 deg. 39 min. 36 sec. W. 720.25 feet to a set 1/2" iron rod with cap (PRICE SURVEYING), N. 67 deg. 45 min. 47 sec. E. 1573.84 feet to a 2" steel post and N. 06 deg. 33 min. 11 sec. W. 26.22 feet to a 5" steel post at the northeast corner of said 30.51 acres tract, at the northwest corner of said 128.94 acres tract and at a corner in the south line of said 73.13 acres tract, for a corner of this tract.

Thence S. 89 deg. 37 min. 01 sec. W. 2299.46 feet to a 2" steel post at the northwest corner of a certain 21.69 acres tract deeded to Kimberly Fornes in Document No. 2021-01294 of said Official Public Records, in the east line of a certain 44.94 acres tract deeded to Brandon D. Strayer and Tiffany M. Strayer in Document No. 2019-06363 of said Official Public Records and at the southwest corner of said 73.13 acres tract, for a corner of this tract.

Thence N. 00 deg. 46 min. 04 sec. E. 1274.37 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) at the northeast corner of said 44.94 acres tract and at the northwest corner of said 36.364 acres tract, for a corner of this tract.

Thence S. 89 deg. 18 min. 48 sec. W. 585.49 feet to a 3" steel post at the northwest corner of said 44.94 acres tract, at the southwest corner of said 6.67 acres tract and in the east line of a certain 145.107 acres tract deeded to John Kresta and Jamie Kresta in Document No. 2016-02935 of said Official Public Records, for a corner of this tract.

Thence N. 00 deg. 43 min. 33 sec. E. 737.26 feet to a found 3/8" iron rod at the northeast corner of said 145.107 acres tract and in the south line of a certain 111.790 acres tract deeded to Darrell G. Williams in Document No. 2019-00102 of said Official Public Records, for the northwest corner of this and said 33.33 acres tract (Tract Three).

Thence N. 89 deg. 39 min. 04 sec. E. 843.14 feet to a found 1/2" iron rod with cap at the southeast corner of said 111.790 acres tract and at the southwest corner of a certain 128.809 acres tract deeded to Rolling Vistas, LTD. in Document No. 2021-02960 of said Official Public Records, for a corner of this and said 33.33 acres tract (Tract Three).

Thence N. 89 deg. 32 min. 46 sec. E. at 3461.01 feet pass an 8" wood post in the west line of said Erath County Road No. 120, continuing in all 3488.15 feet to a set 60D nail in said County Road and in the west line of the remainder of a certain 414 acres tract deeded to Lynda Morris, Trustee of the Crain Children's Trust in Volume 879, Page 630 of said Official Public Records, for the northeast corner of this and said 33.33 acres tract (Tract Three), from which a found 3/8" iron rod at the northwest corner of said 414 acres tract bears N. 00 deg. 45 min. 52 sec. E. 710.02 feet.

Thence along said County Road, S. 00 deg. 45 min. 52 sec. W. 4147.81 feet to the place of beginning.