

**RESTRICTIONS OF PALOMINO ACRES SUBDIVISION
TAYLOR COUNTY, TEXAS.**

Definitions:

“Covenants” means the covenants, conditions, and restrictions contained herein.

“Grantor” KAITROW, LLC, a Texas limited liability company; and any successor that acquires the unimproved Lots owned by the Grantor for the purposes of development and is named as a successor in a recorded document.

“Owner” means every record owner of a fee interest in the property.

“Residence” means a detached building designed for and used as a dwelling by a single family.

“Single Family” means a group of individuals related by blood, adoption, or marriage or no more than two unrelated roommates.

“Structure” means any improvement on a Lot, other than a residence, including a sidewalk, driveway, fence, wall, swimming pool, outbuilding, or recreational equipment.

“Property” means the Palomino Acres Subdivision, being a subdivision of 8.69 acres out of the Southwest ¼ of Section 28, Lunatic Asylum Lands, Taylor County, Texas, said 8.69 acres being all of a 4.354 acre tract recorded as Tract 1 and all of a 4.353 acre tract recorded as Tract 2 in Instrument No. 2023-12064, Official Public Records of Taylor County, Texas, and being more particularly described on the attached Exhibit “A” Plat.

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

“Governing Documents” means these Restrictions and any additions, changes, amendments or supplements to the same.

A. Use and Activities:

1. Prohibited Activities: Prohibited activities are-
 - a. Any activity that is otherwise prohibited by the governing documents;
 - b. Any illegal activity;
 - c. Any nuisance, noxious or offensive activity or trade;
 - d. Any dumping of rubbish;
 - e. Any wrecking yard; junk yard or feedlot of any kind or character;
 - f. Any storage of-
 - i. Building materials except during construction or renovation of a Residence or Structure;
 - ii. Unsightly objects unless completely shielded by a Structure;

- g. On-street parking of Vehicles, excluding deliveries and excluding guest vehicles parked on the street for no more than 24 hours;
- h. Any exploration or extraction of minerals;
- i. Any keeping or raising of any livestock animals in excess of one (1) livestock animal per acre, except for common domesticated household pets such as dogs and cats, not to exceed five (5) per household confined to a fenced yard or within the Residence, and the keeping, breeding, or maintaining of domesticated household pets for commercial purposes;
- j. Any commercial or professional activity except reasonable home office use;
- k. The renting of a portion of a Residence or Structure (the renting of a whole Residence or Structure is permitted, but not a portion thereof);
- l. The drying of clothes in a manner that is visible from any street;
- m. The display of any sign except-
 - i. One not more than five (5) square feet, advertising the Lot for sale or rent or for advertising a garage sale or yard sale; and
 - ii. A political sign not prohibited by the law or Governing Documents.
- n. Interfering with drainage patterns without Grantor approval;
- o. Occupying a Structure that does not comply with the construction standards of a Residence; and
- p. No pig farms (excluding show pigs, not to exceed three (3) per lot) and must be located at least thirty (30) feet from a lot line.

B. Construction and Maintenance Standards:

1. Lots:

- a. Any and all owners of a portion of a Property must keep the Residence and all Structures in a neat, well maintained, and attractive condition.

2. Residences and Structures:

- a. **Aesthetic Compatibility.** All Residences and Structures must be aesthetically compatible with the Property. Further Restrictions than those set forth herein may be established by the Grantor and will be available to Owner upon request.
- b. **Storage Buildings.** No old or dilapidated storage building may be moved onto the Property.
- c. **New Materials.** All homes must be of entirely new materials for the exterior portions.
- d. **Fences.** All fences must be built to industry standards.
- e. All Residences and Structures must be situated at least 100 feet back from the centerline of any roadway.

C. Remedial Rights:

- 1. **Judicial Enforcement.** Grantor or an Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.
- 2. **Costs, Attorney's Fees and Expenses:** An Owner that violated the Governing Documents shall be liable to the Owner or Grantor bringing an action to enforce the

Governing Documents for all costs and reasonable attorney's fees incurred in enforcing the same.

D. Mobile and Manufactures Homes:

1. Mobile, Modular and Manufactures homes are permitted so long as they are erected on the Property in new condition (double-wide or larger only), and the tongue and axles are removed, unless otherwise approved by Grantor.

E. General Provisions:

1. Term: These Restrictions run with the land and are binding upon the Property for a period of twenty-five (25) years;
2. No Waiver: Failure by the Grantor or other Owners to enforce these Restrictions is not a waiver of the same.
3. Corrections: The Grantor reserves the right to correct any typographical or grammatical errors or inconsistencies contained in these Restrictions.

Signed on this __day of June, 2026.

GRANTOR:

**KAITROW, LLC, a Texas
Limited liability company**

By: _____
LARRY ZASTROW, Manager

(Acknowledgment)

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2026, by **LARRY ZASTROW in his capacity as Manager of KAITROW, LLC, a Texas limited liability company.**

Notary Public, State of _____