

DECLARATION OF RESTRICTIVE COVENANTS

Date: January 28th, 2022

Declarant: ZGG, LLC, a Texas limited liability company

Declarant's Address: P.O. Box 5281, Abilene, Texas 79608

Property: BEING 374.64 acres, more or less, being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

Definitions

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

"Declarant" means the Declarant named above, and any successor that acquires all unimproved Tracts 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 of record or as reserved in each deed from Declarant to a purchaser of a Tract.

"Governing Documents" means this Declaration and the architectural standards set by the Declarant, as amended.

"Tract" means each tract of land in the Property conveyed by Declarant to a third party.

"Owner" means ever record owner of a fee interest in a Tract.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one Tract.

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

"Property" means the Property covered by this Declaration and any additional property made subject to this Declaration.

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

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Property. All Owners and other occupants of the Tracts by their acceptance of their deeds, leases, or occupancy of any Tract 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 a Tract.

3. Each Owner and occupant of a Tract agrees to comply with the Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the other Owners, damages, or injunctive relief.

B. Easements

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

2. Additional Easements may be reserved in the deed to each Owner of a Tract in the Property for other utility and drainage purposes.

3. All Easements across a Tract will be for the benefit of every other Tract within the Property.

4. An Owner may use that portion of a Tract lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. However, no building, fencing or other permanent structure shall be erected or maintained on any part of any area indicated as "easement." Owners do not own any utility facilities located in an Easement with the exception of the utility facilities that solely supply their own Tract.

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

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

7. The right is reserved for utility companies to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained, within the area indicated as required, and other pipelines, conduits, poles and wires and utilities or function above or beneath the surface of the ground, with the right of access at any time to the same for the purposes of repair and maintenance.

C. Use and Activities

1. *Permitted Use.* A Tract may be used only for an approved Residence and approved Structures for use by a Single Family, and for recreational and agricultural purposes that are not a Prohibited Activity, as defined below.

2. *Prohibited Activities.* Prohibited activities are –

- 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;

- 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 swine farm.

D. Construction and Maintenance Standards

- a. *Fences.* All fences must be built to industry standards of conventional fencing material
- b. *Roads.* Each drive-in of private road into each individual Tract must have a road base that will prevent the decrease of the integrity of the private road upon ingress and egress.

E. Remedial Rights

- 1. *Judicial Enforcement.* Declarant or an Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Document.
- 2. *Costs, Attorney's Fees, and Expenses.* An Owner that violated the Governing Documents is liable to the Owner or Declarant bringing an action to enforce the Governing Documents for all costs and reasonable attorney's fees incurred in enforcing the Governing Documents.

F. General Provisions

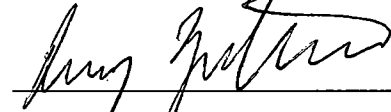
- 1. *Variances.* The Declarant reserves the right to grant variances from any restriction contained herein to the Owner of any Tract in the Declarant's sole discretion. Any such variance shall be noted by a Grant of Variance document to be recorded in the county property records.
- 2. *Term.* This Declaration runs with the land and is binding for a term of 25 years. Thereafter this Declaration automatically continues for successive terms of 10 years each, unless within 6 months before the end of a term 2/3 of the Owners agree in writing to not extend the term. An instrument reflecting the decision not to extend must be signed by the agreeing Owners and recorded in the appropriate county property records.
- 3. *No Waiver.* Failure by the Declarant or the other Owners to enforce the Governing Documents is not a waiver.
- 4. *Corrections.* The Declarant reserves the right to correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration.
- 5. *Amendment.* Prior to the sale of any Tracts, the Declaration may be amended at any time by Declarant. After a deed conveying a Tract has been recorded, this Declaration may be amended at any time by vote of Declarant and 75% of the Owners. An instrument containing the approved amendment will be signed by Declarant and recorded, with evidence attached reflecting the agreement of 75% of the Owners.
- 6. *Conflict.* This Declaration controls over the other Governing Documents.

7. *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.

8. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to an Owner, at the Owner's last known address according to the County tax records, and the Declarant, at Declarant's registered address according to the Texas Secretary of State. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

Declarant:

ZGG, LLC, a Texas limited liability company



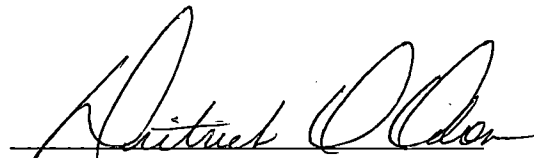
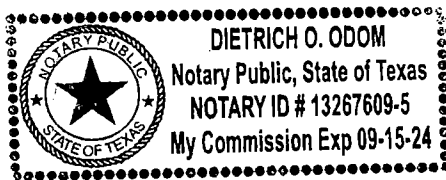
By: LARRY ZASTROW

Title: Managing Member

STATE OF TEXAS

COUNTY OF TAYLOR

This instrument was acknowledged before me on this 28th day of January, 2021 by LARRY ZASTROW, in his capacity of Managing Member of ZGG, LLC, a Texas limited liability company.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:

SECURITY TITLE COMPANY

4400 Buffalo Gap Road, Ste 1100

Abilene, TX 79606

PREPARED IN THE LAW OFFICE OF:

DOYLE LAW FIRM, PLLC

4400 Buffalo Gap Road, Ste 1100

Abilene, TX 79606

Exhibit "A"

This 374.64 acre tract includes that portion of a 170 acre tract described in Volume 49, Page 467 of the Official Public Records, Jones County, Texas that is southwest of FM 600 ROW and a second tract described as 170 recorded in Volume 240, Page 505 of the Deed Records, Jones County, Texas with both out of Survey 4, Block 15, T&P RR Company Land, Jones County, Texas (Abstract 870). Also included is a 46.66 acre tract recorded in Volume 665, Page 332 of the Deed Records, Jones County, Texas being out of the north part of Survey 33, Block 15, T&P RR Company Land, Jones County, Texas. This tract is more fully described as follows:

Beginning a 6" steel corner post being the northwest corner of this tract and the northeast corner of a 100 acre tract described in in Volume 329, Page 27 of the Official Public Records, Jones County, Texas. This corner is on the south line of two tract described in in Volume 48, Page 571 of the Official Public Records, Jones County, Texas;

THENCE N76°58'58"E generally with a fence line and with the south line of the tracts described in Volume 48, Page 571 of the Official Public Records 4729.0 feet to a set ½" capped rebar near the base of a cedar corner post on the southwest Right of Way (ROW) line of FM 600 being the most northerly northeast corner of this tract;

THENCE S48°10'54"E with the southwest ROW line 1546.1 feet to a point being the calculated north corner of a 2.145 acre tract described Instrument #050057 of the Official Public Records, Jones County, Texas. This point is the most easterly northeast corner of this tract;

THENCE S07°21'34"E passing a recovered capped rebar at 1.6 feet being the called north corner of the 2.145 acre tract, continue generally with a fence line and the east line of Survey 4 passing a recovered 3/8" rebar at 439.2 feet being the southwest corner of the 2.145 acre tract, continue with the west line of a 19.075 acre tract described in Volume 224, Page 671 of the Official Public Records, Jones County, Texas a total distance of 1344.4 feet to a 6" steel corner post being the most easterly southeast corner of this tract and a corner of a 190.375 acre tract described in Volume 176, Page 607 of the Official Public Records, Jones County, Texas;

THENCE S77°01'09"W generally with a fence line and with the south line of Survey 4 and north line of Survey 33, Block 15 T&P 1911.9 feet to a steel corner post being the northwest corner of the 190.375 acre tract and the northeast corner of the 46.66 acre tract;

THENCE S13°04'06"E generally with a fence 1131.6 feet to a steel corner post being the most southerly southeast corner of this tract and the most northerly northeast corner if a 109.95 acre tract described in Volume 314, Page 458 of the Official Public Records, Jones County, Texas. This point is the southeast corner of the 46.66 acre tract;

THENCE S77°09'41"W generally with a fence line 1815.1 feet to a steel corner post being the southwest corner of the 46.66 acre tract and northwest corner of the 109.95 acre tract and on the remainder of a 160 acre tract described in described in Volume 38, Page 503 of the Deed Records, Jones County, Texas;

THENCE N13°01'25"W generally with a fence line and with the east line of the 160 acre tract 1130.8 feet to a steel corner post being the northwest corner of the 46.66 acre tract and the northeast corner of the 160 acre tract and on the south line of Survey 4 and north line of Survey 33;

THENCE S77°10'50"W generally with a fence and with the south line of Survey 4 2043.9 feet to a large timber corner post being the most westerly southwest corner of this tract;

THENCE N06°38'02"W generally with a fence line and with the east line of said 100 acre tract 2596.9 feet to the Point of Beginning.

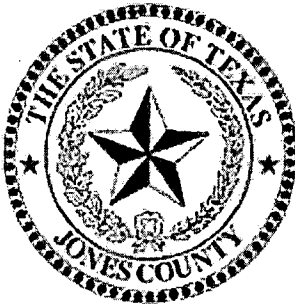
Instrument Number: 220290

**FILED FOR RECORD
IN THE OFFICIAL PUBLIC RECORDS
JONES COUNTY, TEXAS**

FILED ON: FEBRUARY 02, 2022 AT 08:20am

THIS INSTRUMENT CONTAINED 6 PAGES AT FILING

I, LeeAnn Jennings, Clerk of the County Court in and for said Court, do hereby certify the foregoing instrument was filed for record in the Official Public Records of Jones County, Texas.



LeeAnn Jennings
LeeAnn Jennings, Jones County Clerk

By: *Ariel Lozano*, Deputy