

**DEED RESTRICTIONS
FOR
WHEAT ROW SUBDIVISION**

THE STATE OF TEXAS

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§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JONES

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Date: January 14, 2026

Developer: LSM Land, LLC, a Texas limited liability company

Developer's Address: 21006 Green Park Dr. Lago Vista, Texas 78645

Property:

Wheat Row, a subdivision of 44.0 acres out of Section 2, Block 17, T. & P. RR. Company Surveys, Abstract No. 0843, Jones County, Teas, said 44.0 acres being part of a 114.59 acre tract recorded in Instrument No. 251536, Jones County Texas and being more a particularly described as follows:

BEGINNING at a 3/8" rebar found on the west side of Jones County Road No. 483 and the north boundary line of said Section 2, at the northeast corner of said 114.59 acre tract, for the northeast corner of this tract, whence a 1/2" rebar found in said county road, at the northeast corner of said Section 2 and the southeast corner of a 150.8 acre tract recorded in Instrument No. 190814, Official Public Records, Jones County, Texas bears N75°33'14"E 17.0 feet;

THENCE S14°07'49"E 725.41 feet, along the east boundary line of said 114.59 acre tract, to a 1/2" rebar, with GEOTEX cap, set on the west side of Jones County Road No. 483, for the southeast corner of this tract, whence a 3/8" rebar found at the south corner of said 114.59 acre tract bears S14°07'49"E 2627.48 feet;

THENCE S75°33'14"W 2340.21 feet to a 1/2" rebar with GEOTEX cap, set on the northeast side of Jones County Road No. 495 and the southwest boundary line of said 114.59 acre tract, for the southwest corner of this tract, whence a 3/8" rebar found at the south corner of said 114.59 acre tract bears S55°57'38"E 3508.91 feet;

THENCE along the northeast side of Jones County Road No. 495 and the southwest boundary line of said 114.59 acre tract, to 1/2" rebars found as follows:

N55°57'38"W 638.03 feet;

N41°38'50"W 93.91 feet;

N32°24'17"W 24.55 feet;

THENCE N26°13'42"W 143.80 feet, along the northeast side of Jones County Road No.

495, to a $\frac{1}{2}$ " rebar found on the north boundary line of said Section 2, at the northwest corner of said 114.59 acre tract, for the northwest corner of this tract.

THENCE N75°33'14"E 2846.96 feet, along the north boundary line of said Section 2 and said 114.59 acre tract, to the place of beginning and containing 44.0 acres of land.

WHEREAS, LSM Land, LLC, a Texas limited liability company, hereinafter referred to as the "Developer" is the owner of certain real property located in Jones County, Texas, being the same property for which a subdivision plat has been filed and approved and which subdivision is known as Wheat Row (the "Subdivision"), and which has been filed for record on December 31, 2025 in the real property records of Jones County, Texas as Slide 412, Plat Records.

WHEREAS, the Developer desires to create and carry out a uniform plan for the improvement, development, sale and use of the Property for the benefit of the present and future owners of the Property, Developer hereby adopts and establishes the following declaration of reservations, restrictions, occupancy and conveyance of all the Property.

NOW THEREFORE, it is hereby declared that all of the Property shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property. Developer hereby adopts the following restrictive covenants which shall be applicable to each lot located in the Subdivision, to wit:

Clauses and Covenants

A. Use:

Each Lot shall be used for residential purposes only, and not more than two (2) families will be permitted to reside on each Lot.

B. Enforcement:

If anyone shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or person having vested, legal or equitable, interest in any of the land in the Subdivision (including other sections, if any, of the Subdivision), to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and to prevent said person or persons from so doing and to recover damages for such violations, including expenses of litigation which shall include reasonable attorney's fees.

C. Manufactured Housing:

No manufactured home shall be place on the Property except for a manufactured home which is (a) no older than ten (10) years from the date of installation; (b) fixed to a permanent foundation (c) underpinned/skirted within thirty (30) days of placement on the Property; and (d) used as a single-family residence.

D. Temporary Structures:

No mobile homes, shipping containers, temporary buildings or manufactured homes may

be parked, used, or placed on the Property, nor shall any part of the Property be used for the leasing of parking spaces for recreational vehicles (RV) or mobile homes, except that a travel trailer, RV, or motor home may be used as a residence if the recreational vehicle is less than ten (10) years old. No more than two (2) recreational vehicles are allowed on each Lot.

E. Refuse Disposal:

Accumulation of rubbish or debris of any kind on the Property is strictly prohibited. No lumber, metal, bulk materials or scrap or trash shall be kept, stored or allowed to accumulate on any part of the Property, except within an enclosed structure which keeps such materials entirely screen from view along public thoroughfares and adjacent properties.

F. Landfill:

No part of the Property shall be used, sold and/or leased for a landfill, garbage dump, junkyard, or salvage yard.

G. Feed Lot:

No part of the Property shall be used as a commercial feed lot or to keep or raise any animals, livestock, or poultry for commercial purposes.

H. Subdividing:

No Lot shall be further subdivided and/or separated into smaller lots, and no portion less than all of any such lot shall be conveyed or transferred. However, this provision shall not prohibit deeds of correction or deeds to resolve boundary line disputes and/or similar corrective instruments.

I. Building Location:

No structure shall be located closer than twenty (20) feet to the front lot line and ten (10) feet to any side lot line.

J. Onsite Sewage Facility Systems:

All Onsite Sewage Facility Systems must comply with regulations published by the Texas Commission on Environmental Quality "TCEQ". No cesspool or other individual sewage system shall be installed or used on a lot other than a septic tank or similar improved sanitary method of sewage disposal meeting the requirements of the proper governmental authorities. The drainage of septic tanks into any road, ditch, or surface easement, either directly or indirectly, is prohibited. No condition will continue to exist that causes unpleasant noxious odors caused by the neglect, or willful action of any owner in this subdivision.

K. Vehicles

No car, truck, trailer, boat, racing vehicle, unlicensed or inoperative motor vehicle, camper, recreational vehicle, or attachments or parts thereof, or a vehicle or personal property of a like nature shall be left parked on any roadway, or other easement.

L. Fence

All fences constructed on the individual Lots within the subdivision will be regularly maintained and not allowed to deteriorate to an unsightly state of repair.

M. Nuisance:

No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may or become an annoyance to the Subdivision. Under no circumstances shall a stockyard, dairy, riding stable, kennel, poultry farm, or any other commercial activity involving animals be permitted. Under no circumstances, shall a commercial gun range be permitted on the Property.

N. Structures on Easement:

No structures shall be constructed on easements that exist for utilities, pipelines or other purposes. Property owners must provide access to the subject easements as requested by utility companies.

O. Construction of Driveway:

All Lots must be accessed through a driveway off of the Subdivision's private roads. A driveway or access road off of a Jones County road is not permitted.

P. Shared Road Maintenance Costs:

The Owners agree by their acquisition of fee simple title to any Lot, that each Owner within the Subdivision shall be responsible for paying its share on a pro-rata basis of the reasonable costs and expense incurred in connection with the maintenance, repair and replacement of the Subdivision's private roads. Owner's responsibilities and maintenance requirements are more particularly described in the Private Road Maintenance Agreement, recorded as Instrument _____, Jones County, Texas.

Q. Variance:

The Developer may grant variances from compliance with any of the provisions of these Deed Restrictions, when in the sole discretion of Developer, such variance will not impair or detract from the quality of the development of the Property and such variance is justified due to aesthetic considerations, other hardship or similar circumstances. The granting of such variances shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent of future waiver, modification, or amendment of the terms and provisions thereof.

R. Covenants Running With the Land:

All restrictions, easements, and reservations are for the benefit of this subdivision and shall be binding upon each lot purchaser, his heirs, successors or assigns. All restrictions, easements, and reservations herein provided and adopted shall apply to each tract and shall be deemed covenants running with the land. When such tracts are conveyed, they shall be subject to such covenants provided for herein and also such as are shown on the

plat of this subdivision as recorded in Jones County, Texas. When such reservations, easements and restrictions are referred to by reference thereto in any deed or conveyance to any tract in said subdivision they shall be of the same force and effect as if written in full. Each contract, deed or other instrument shall conclusively be held to have been executed, delivered, and accepted upon the express reservations, easements, and restrictions as herein stated and set forth.

R. Term:

These Deed Restrictions (“Restrictions”), including all of the covenants, conditions and restriction hereof shall run until January 20, 2026 (the “Initial Term”) unless amended as herein provided. After the Initial Term, these Restrictions, including all of the covenants, conditions and restriction hereof, shall be automatically be extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least eighty percent (80%) of the lots within the Property then subject to these Restrictions.

S. Developer's Rights:

Developer has final authority to interpret any Restriction, and anything not covered in these Restrictions is left to the discretion of the Developer in both direction and resolution.

S. Condition:

All Lots within the subdivision are accepted by the purchaser in present, as-is condition.

Invalidation of any one of these covenants or any portions thereof by judgment or court decree shall in no way affect any of the other provisions herein, which shall remain in full force and effect.

LSM Land, LLC

By: _____
Shneur Zalman Kurinsky, Manager

STATE OF TEXAS §

COUNTY OF §

This instrument was acknowledged before me on the _____ day of January, 2026, by Shneur Zalman Kurinsky, Manager of LSM Land, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas