**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.

**W I T N E S E T H:**

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”).

LOCATION:

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.

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.

**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.

1. *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.

1. *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.
2. *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.
3. *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: , 2021

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, 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**