

AGREED UPON COVENANTS AND RESTRICTIONS
FOR THE +/- 75 ACRES DESCRIBED ON EXHIBIT "A"
VAN ZANDT COUNTY, TEXAS

1. Above described property may be divided into no more than 14 lots of not less than 5.1 acres. No owner shall be permitted to re-subdivide any Lot of referenced tract of land.
2. Lot shall be used only for the purpose of a private single-family site-built residence of not less than 1,600 square feet heated & cooled area. Construction must be of masonry (including hardie board), stucco, steel, metal or natural wood (redwood, cedar, or log). The overall design and color of outbuildings, barns, storage rooms, etc. shall be compatible with the residential dwelling, although the construction materials and techniques utilized are not required to exactly match the residential dwelling.
3. Any water well or sewage disposal system shall be maintained in accordance with regulations of, and be of a type approved or recommended by, the state and local departments of health and/or other regulatory agencies. No well house shall be closer to the front county road (C.R. ____) than the back of the residential house.
4. No portion of any Lot shall be used as a dumping ground for rubbish or trash. Lot shall be kept clean and free of any boxes, rubbish, trash, inoperative vehicles, building materials, or other unsightly items incompatible with residential usage. No outside toilet or privy shall be erected or maintained on Lot other than during construction periods. No signs, other than "For Sale" signs not to exceed four (4) square feet in area, shall be placed on any part of Lot.
5. No house trailer, mobile home, tiny home or modular home will be placed or stored on any part of Lot. Camper, RV, and travel trailers may be parked or garaged, but no such trailer shall be occupied as a temporary or permanent residence at any time.
6. Lot may not be used for any commercial purposes other than a home-based business. Lot may be used for agricultural purposes, but hog/swine, roosters, domestic fowl are prohibited. Owner agrees to not graze or pen more than one head of livestock for every 2 acres on any Lot and such livestock shall be fenced behind the main residential house. A maximum of 2 dogs are allowed and must be fenced and not allowed to roam free.
7. The covenants, conditions, and restrictions herein shall constitute covenants running with the land and shall be binding upon Owner, their successors and assigns and upon all persons or entities acquiring property in the subdivision, whether by purchase, descent, devise, gift or otherwise, and each person of entity, by the acceptance of title to any lot within the subdivision, shall thereby agree and covenant to abide by and perform the covenants, conditions, and restrictions as set forth herein.

8. Any use which generally constitutes a nuisance which involves a noxious or offensive odor , excessive emission of smoke, dust stream or vapor or an excessive noise level is PROHIBITED.
9. Enforcement of these covenants and restrictions shall be by a proceeding or proceedings at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation or both, or to obtain such other relief for such violations as then may be legally available, by any person or entity suffering damage or injury as a result of the violation or attempted violation.
10. Violation of or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument that may be then existing on any residential lot in the subdivision.
11. Invalidation of any one of the covenants and restrictions, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or covenants contained herein, which shall remain in full force and effect. If any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by a governmental agency which may have jurisdiction over the subdivision, then such governmental requirement shall control.
12. Any deed or legal instrument (except deeds of trust, mortgages, or other similar security agreements) purporting to convey, transfer, or assign interest in any Lot within the subdivision shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to all covenants and restrictions set forth herein.
13. These covenants and restrictions may be modified or rescinded only upon unanimous consent by all owners of Lots within the property. Consent from Buyer is also required so long as Buyer, or Buyer's assignee with ownership/control in common with Buyer, owns the property conveyed in the above referenced contract.

Agreed up this _____ day of _____ 2023.

Seller:

BW-Van Zandt Partners, Ltd.

Marshall Merritt, President, Merritt Capital, Inc., G.P.

Buyer:

Print Name:

Print Name:

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he has executed the same for the purposes and consideration therein
expressed, in the capacity therein stated.

Given under my hand and seal of office this _____, 2023.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he has executed the same for the purposes and consideration therein
expressed, in the capacity therein stated.

Given under my hand and seal of office this _____, 2023.

Notary Public, State of Texas

Van Zandt County, Texas



POB

CTTN SPNDLE
X-TIE CORNER BRG
S 39°31'16" E 32.47'

N 83°24'59" E 995.70'

CTTN SPNDLE SET
3/8" IRF BRG
S 01°41'30" E 13.55'

CR 4703



TEXROCK INDUSTRIES, LLC
TRACT 1 CALLED 37.80 ACRES
Doc. No. 2022-001788

**SURVEYED:
75.809 ACRES**

ROBERT H. PEELES
CALLED 80 ACRES
VOLUME 2059, PAGE 416

HELEN JEAN DILLER
AND JONATHAN DAVID DILLER
CALLED 64.18 ACRES
Doc. No. 2021-001338

CR 4714

N 02°01'46" W 350.28'

PREVIOUS BOUNDARY
LINE

S 01°41'28" E 3202.28'



TEXROCK INDUSTRIES, LLC
TRACT 2 CALLED 37.80 ACRES
Doc. No. 2022-001788

STANLEY R. DIKE
AND NORMA DIKE
CALLED 1.855 ACRES
Doc. No. 2018-005351

KAIN LANDAVERDE
CALLED 35.787 ACRES
Doc. No. 2016-000727

EDDIE DIKE
AND NORMA DIKE
CALLED 40.64 ACRES
VOLUME 1528, PAGE 421

CTTN SPNDLE SET
1/2" IRF BRG
N 65°35'02" E 23.73'

S 85°46'53" W 1051.53'

JACOB EISEMANN
AND CRYSTAL EISEMANN
CALLED 20.086 ACRES
Doc. No. 2021-010149

- ☼ = COTTON SPINDLE FOUND/SET
- ⊙ = 1/2" IRON ROD FOUND/SET
- ⊕ = WATER METER
- ⊖ = POWER POLE
- ⊗ = MANHOLE
- ⊘ = GAS METER
- ⊙ = ELECTRIC METER
- ⊖ = TELE. PEDESTAL
- ⊕ = U.G. ELECTRIC
- ⊗ = IRIGATION VALVE
- ⊘ = WATER VALVE
- ⊙ = CABLE BOX/PEDESTAL
- ⊖ = SEPTIC LID/EQUIPMENT
- ⊕ = PROPANE TANK
- ⊗ = AIR CONDITIONER
- ⊘ = POINT FOR CORNER

E.F. MITCHASSON SURVEY, A-583

SURVEYOR'S STATEMENT:

I, CASEY JORDAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6789,
DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS PREPARED
FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION AND SUPERVISION
ON THE GROUND DURING THE MONTH OF FEBRUARY 2022.

GIVEN UNDER MY HAND AND SEAL THIS 30th DAY OF JUNE, 2023.

CASEY JORDAN, R.P.L.S. NO. 6789



**SURVEYED 75.809 ACRES
E.F. MITCHASSON SURVEY, A-583
VAN ZANDT COUNTY, TEXAS**

**WALKER, WARREN, & JORDAN
SURVEYING & MAPPING**
10819 US Hwy 69 N
TYLER, TX 75706
903-534-9000
TBPFLS FIRM NO. 10025300

PROJECT MANAGER: BLOCKER
ADDRESS: COUNTY ROAD 4714
CITY/COUNTY: BEN WHEELER, VAN ZANDT, CO
SURVEY/ABSTRACT NO.: A-583
SURVEY/BOOK: N/A
LOT NO.: N/A
CLIENT: GRIBBLE

PREPARED BY: B.B.B. 6/30/2023
Job No. 21-0521
200 0 200
SCALE: 1" = 200'