

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF VAL VERDE

**DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS
ZACATOSA RANCH SUBDIVISION
Tracts 1 through 10 and Tracts 12 through 40**

THAT the undersigned, **ROCK PILE CONSTRUCTION, LLC**, as the Owner and Developer of **ZACATOSA RANCH SUBDIVISION**, a subdivision located in Val Verde County, Texas, a plat of which is duly recorded in Slide 668 of the Map Records of Val Verde County, Texas, does hereby establish the following restrictions and building requirements as to the use of **Tracts 1 through 10 and Tracts 12 through 40** of the **ZACATOSA RANCH SUBDIVISION**, sometimes referred to herein as **ZACATOSA RANCH**.

1. Covenants Running With the Land

- a. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding on all persons acquiring property in said subdivision, and their heirs and assigns, whether by descent, devise, purchase, assignment, contract, or otherwise. Any person or entity, by the acceptance of title to any tract or entering into a contract for the purchase of any tract, shall be bound to abide by and fully perform all these restrictions, covenants, and conditions.
- b. No tract may be subdivided without the express written approval of the Developer, its heirs, successors, and/or assigns.

2. Use

Zacatos Ranch is a working livestock and wildlife ranch. All legally permissible livestock and wildlife practices are acceptable.

3. Hunting

Hunting of any kind for any game or other animals, whether on foot or by vehicle, is prohibited on or from roads. No tract may be used for commercial hunting. Hunting leases of any type are explicitly prohibited, including seasonal leases and day leases. Hunting is reserved exclusively for landowners and their invited guests.

For purchases closed prior to April 1, 2024:

- a. White tail deer, axis deer, fallow deer, turkey, wild hogs, and birds may be hunted in accordance with the laws of the State of Texas, including the regulations of the Texas Parks and Wildlife Department.
- b. Game animals other than those named in paragraph 3(a) are the property of the Developer, may not be hunted, and will not be part of the sale of any tract of the Zacatos Ranch Subdivision.

4. Oil and Gas Development

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No oil or gas exploration, development, or drilling operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any tract, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any tract.

5. Mobile Homes

- a. No mobile home park as defined in Section 3.13 of the "Land Use Order for the Amistad Zoned Area of Val Verde County" may be established.
- b. Within fifteen (15) days of placing a mobile home on any tract, a solid skirt of metal or wood, painted a color to blend with the mobile home, shall be installed.

6. Description

No building or other structure, including hunting blinds and feeders, shall be erected within twenty-five (25) feet of any boundary, street or road, or within twenty-five (25) feet of any boundary line of any other tract.

7. Sanitation

No outside toilets will be permitted. No sewage disposal system, sanitary system, cesspool, or other septic tank shall be constructed, altered, or allowed to remain upon or be used on any tract unless fully approved as to design, capacity, location, and construction by all proper health agencies and the Developer.

8. Trash and Garbage

Each tract shall be maintained in a neat and orderly fashion at all times. No junk yard of any nature shall be permitted on any tract.

No trash, garbage, construction debris, rubbish, solid waste, or other refuse may be dumped or disposed of or allowed to remain on any tract. No junk or abandoned vehicles, boats, or farm or ranch equipment may be dumped or disposed of or allowed to remain on any tract.

9. Objectionable Use

Nothing shall be done on any tract which may be or become an annoyance or obnoxious to the occupant or owners of any other tracts by reason of smoke, odors, noise, fumes, vapors, glare, radiation, vibration, or unsightliness. No unlawful, immoral, or objectionable use may be made of any tract.

10. Notice of Water Reservation

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No water may be produced, stored, or sold for commercial purposes. A single water well per tract may be drilled, and the water therefrom may be produced, stored, and used for domestic and livestock purposes only. If a landowner owns more than one tract, the water from one tract may be used on another adjacent tract owned by the same landowner in the subdivision, with the water being used for domestic and livestock purposes only.

11. Notice of Grazing Lease

All land within the Zacatosa Ranch Subdivision is subject to a Grazing Lease which may limit or otherwise restrict the use and enjoyment of the land by the owner. The Grazing Lease is filed of record as Document No. 345888 of the Official Public Records of Val Verde County, Texas.

12. Government Regulations

All zoning and other laws, rules, and regulations of any government under whose jurisdiction said land lies are considered to be a part hereof and enforceable hereunder. Each and every owner of said lands shall be bound by such laws, rules, and regulations.

13. Severability

Invalidation of any part of these restrictive covenants and conditions by court order, legislation, or other operation of law shall not operate to invalidate the remaining portion of these restrictive covenants and conditions which shall remain in full force and effect.

14. Inurement and Enforcement

The covenants, conditions, and restrictions set forth in this Declaration of Restrictive Covenants and Conditions shall inure to the benefit of each tract owner, their heirs, executors, and assigns and shall be enforceable through due process of law by the Developer, its successors, and assigns, or any tract owner, their heirs, executors, and assigns. These restrictive covenants and conditions shall continue for ten (10) years from the date hereof and shall automatically renew thereafter for successive periods of ten (10) years each unless amended or abolished by a written agreement signed by the owners of 51% of the tracts described herein.

EXECUTED this 9 day of February ²⁰²⁴ ~~2023~~.

ROCK PILE CONSTRUCTION, LLC



JUSTIN BURK, Manager

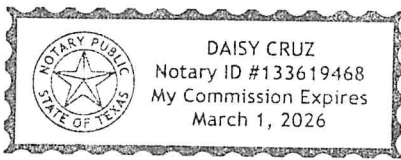
STATE OF TEXAS

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COUNTY OF VAL VERDE

Before me, the undersigned authority, on this day personally appeared JUSTIN BURK, Manager of **ROCK PILE CONSTRUCTION, LLC** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 9 day of ~~February~~ ²⁰²⁴ 2023.



Daisy Cruz
Notary Public, State of Texas