

DECLARATION OF RESTRICTIVE COVENANTS

Date: January ____, 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 _____ 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