

#2113406

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

### RECITALS

JMJMJ Ranches, LLC, a Texas limited liability company, (referred to herein as "Declarant") is the owner of the following described "Property":

That tract called 476.32 acres in a deed from Kathy McCutchen Anderson to MJMJ Ranches, LLC recorded as Instrument No. 2012693, Official Public Records, Mills County, Texas; more fully described on the attached EXHIBIT "A".

Declarant desires to impose upon the Property, and each Tract therein, certain protective covenants, conditions, restrictions, liens, and charges hereinafter set forth;

A "Tract" is any portion of the Property which constitutes a portion of the Property but is owned, held and/or conveyed separately from the balance of the Property. Each of the Tracts depicted on Exhibit "A" attached hereto is referred to as an "Initial Tract". The size, shape and number of Initial Tracts, while owned by Declarant, may be adjusted by Declarant without joinder of any other party;

Nothing herein contained shall be construed to require Declarant to impose these, or similar, Covenants, Conditions and Restrictions ("CCR's") on any property other than the specific property designated herein.

### COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, it is hereby declared: all of the Property shall be held, sold, conveyed, and occupied subject to the following restrictions, covenants, and conditions, which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. Uses of Property. Except as set forth below, the Property shall be used only be used for residential and agricultural purposes.

2. Limitation of Commercial Use. No professional, business, or commercial activity to which the general public is invited may be conducted on the property or any Tract on the property, except an owner or resident of a residence may conduct business activities within a residence so long as: (i) such activity complies with all the applicable zoning ordinances, if any; (ii) the business activity is conducted without the employment of persons other than the residents of the home constructed in the Tract; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business on any Tract, sound, or smell from outside the residence; (iv) the business activity conforms to all zoning requirements for the Property; (v) the business activity does not involve door-to-door solicitation of residents within the Property; (vi) the business does not generate vehicular or pedestrian traffic to and from the Property which is noticeably greater than that which is typical of agricultural and residential use in which no business activity is being conducted; (vii) the business activity does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property; and (viii) the business does not require the installation of any machinery other than that customary to normal residential and agricultural operations. The terms "business" and "trade", as used in this provision, have their ordinary, generally accepted meanings and include,

without limitation, any occupation, work, or activity undertaken on an ongoing basis that involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

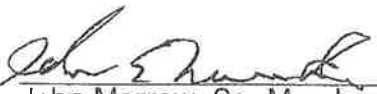
The above restrictions shall not prevent from engaging in real estate sales activities on the Property.

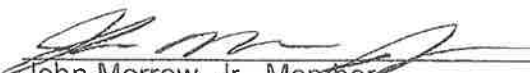
3. Type of Building Permitted. All residences shall be constructed on a new concrete or pier and beam foundation (site built). The building must include a minimum of 900 sq. ft. of living space or conditioned space. Only one residence may be constructed on any Tract. Travel trailers and RVs may be used for up to one year as a temporary residence during construction which shall not exceed one year. All buildings shall be of new construction. No tent, camper or recreational vehicle ("RV") shall be used as a permanent residence. After a residence is constructed on any tract, all boats travel trailers and RVs must be stored behind the residence and screened from view. The foregoing notwithstanding, one or two Rvs, but not more than 2, may be kept on a Tract for hunting or other recreational purposes or may be placed on a Tract prior to the construction of a residence. No mobile homes, trailer houses or modular homes shall be permitted on any tract at any time. Nothing herein contained shall be construed to prevent the new construction of buildings designed to serve as both residence and shop space, commonly referred to as barndominiums.
4. Electric Service Meters. For a period of two years following the recordation of these CCRs, no tract shall have or be served by more than one electric service meter.
5. Resubdivision. There shall be no subdivision of the Property which would result in any Tract of less than 25 acres.
6. Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. Signs. No signs of any character shall be allowed on any Tract except one sign of not more than five square feet advertising the property for sale or rent: provided, however that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to signs, offices, storage areas, or model units.
8. Dumping. No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. These shall be such as to prevent stray animals from scattering trash and garbage on premises. All equipment for the storage of such materials shall be kept in a clean and sanitary condition.
9. Prohibited Activities. No owner or his or her successors or assigns shall use any Tract or any part thereof for any illegal purposes. No professional business or commercial activity to which the general public is invited shall be conducted on any Tract. No owner shall interfere with the right of any other owner to enjoy the peaceful use of his/her Tract.
10. Amendment. These CCRs shall be covenants running with the land but may be amended or terminated by the vote of property owners owning 60% of the acreage within the Property with each owner having one vote for each whole acre owned by such owner. However, as long as Declarant owns any portion of the Property, no amendment or termination will be effective without the joinder of Declarant.

Executed this the 24<sup>th</sup> day of May, 2021.

DECLARANT:

JMJMJ Ranches, LLC

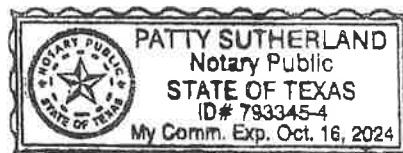
By:   
John Morrow, Sr., Member

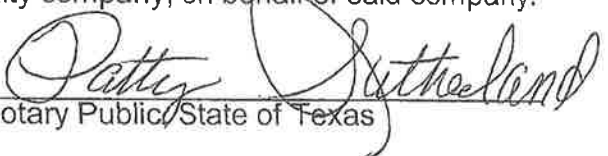
By:   
John Morrow, Jr., Member

STATE OF TEXAS  
COUNTY OF MILLS

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This instrument was acknowledged before me on May 24, 2021, by John Morrow, Sr., Member of JMJJM Ranches, LLC, a Texas limited liability company, on behalf of said company.

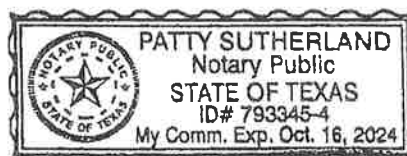



  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF MILLS

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Notary Public, State of Texas