

Document No. 2021-04625

RESTRICTIONS

Parties: ZZ & IC LLC
to
YARBROUGH FARMS

FILED AND RECORDED
REAL RECORDS

On: 06/16/2021 at 09:04 AM

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By: cwhite
Gwinda Jones, County Clerk
Erath County, Texas

9 Pages



STATE OF TEXAS
County of Erath

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Erath County.

Gwinda Jones, County Clerk

A handwritten signature in cursive script, appearing to read "Gwinda Jones", is written over a horizontal line.

Record and Return To:
CSC ERECORDING
919 N 1000 W

LOGAN, UT 84321



**Declaration of Restrictive Covenants Yarbrough Farms
Erath County, Texas**

Basic Information

Date: June 10, 2021

Declarant: ZZ & IC, LLC

Declarant's address:

2715 Acton Hwy
Graham, TX 76049

Development Contact: (817) 382-2110

Property: All that certain property described on Exhibit "A" attached here to and made apart here of for all intents and purposes, located in Erath County, Texas.

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this declaration.

"Declarant" means ZZ & IC, LLC and any successor that requires all unimproved tracts owned by declarant for the purpose of development and is named as successor in a recorded document.

"Easement" means easements within the property for utilities, drainage, and ingress-egress.

"Tract" means each tract of land designated as a tract shown in the attached exhibit.

"Owner" means every record owner of a fee of interest in a tract.

"Residence" means a detached building designed for and used for 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.

"Subdivision" means the property covered in the exhibit and any additional property made subject to this declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

A. Imposition of Covenants

1. Declarant imposes the covenants on the property. All owners and other occupants of the property 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 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 this declaration and agrees that failure to comply may subject him to a fine, damages, or injunctions relief.

B. Easements

1. The easements, and all matters shown of records affecting the property are part of this declaration and are incorporated by reference.
2. 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 including executed right of way agreements or damage any facilities. Owners do not own any utility facilities located in an easement.
3. Neither declarant nor any easement holder is liable for damage to landscaping or a structure wrongfully constructed in an easement.
4. Declarant and each easement holder may install, maintain, and connect facilities in the easement.
5. A variable width drainage easement encompasses any and all existing creeks, gullies, ravines, sloughs, or other natural drainage courses and are hereby dedicated as

easements for drainage purposes. No obstruction to the natural flow of water shall occur.

C. Use and Activities

1. All tracts shall be used for single family residential purposes only.
2. No trade or business of any type shall be carried upon any tract, besides an at home business that does not attract more than two (2) vehicles. Nor shall anything be done on any tract which may be noxious or offensive or which may become an annoyance or nuisance to the neighborhood.
3. Up to one (1) horse and cow per acre, fifteen (15) sheep or goats, and four (4) exterior dogs are permitted to each tract. Roping and cutting arenas are allowed. Recreational animals for arena use will be allowed at three (3) animals per acre. No commercial kennels are allowed. No swine allowed on any tract. An exception may be made for swine or other livestock if, and only if, used for the purpose of FFA and/or 4H projects. Grazing will be allowed in front of primary structure so long as front property is properly fenced. No more than a combined head of twenty (20) total fowl (i.e., chickens, turkeys, ducks, etc.) Any and all animals must be properly combined or fenced within their respective owner's property and must comply with county and/or state rules and regularities.
4. Any filling, changing or obstruction of the floodway or drainage easement is prohibited.
5. All inoperative or unregistered motor vehicle(s) and/or machinery and/or equipment shall be kept in outbuildings. All vehicles must be parked on designated improved driveways. Recreation vehicles must be stored on an improved surface such as gravel, concrete, or other driveway material.

D. Construction and Maintenance Standards

1. The conditioned dwelling size of the main residential structure on each tract shall not be less than twelve hundred (1200) square feet.
2. No manufactured, off-site built, mobile home or similar nature type dwelling shall be permitted on any tract for a temporary or primary residence, or storage. Tiny homes may be considered and approved, only for secondary residence purposes, with strict written permission from the declarant after review of a site and elevation plan.
3. All propane tanks must be behind primary structure and not visible from street.

4. Primary dwelling structure must be built with the front elevation facing a street the tract joins.
5. Outbuildings (barns, stalls, tool sheds, and all other buildings) shall be of new construction and must be located a minimum of thirty (30) feet behind the front elevation of the primary dwelling. Loafing sheds may be placed in front of the primary residence.
6. Structures of a temporary character (camper, RV, shop apartment, or other building) may be used on the property as a residence ONLY during the construction of a permanent residence. Form boards must be installed for the permanent residence within thirty (30) days from the commencement of living in any temporary structure. Temporary living may not exceed twelve (12) total months.
7. Construction on permanent residence must be completed within twelve (12) months from commencement of said construction.
8. No garbage shall be kept, except in sanitary containers. No tract or part thereof shall be used or maintained as a dumping ground for rubbish or trash. The resident shall not burn household garbage or trash. Tracts must be kept free of debris, trash, and garbage.
9. All fencing must be well maintained.
10. No structure shall be placed any closer to any property line than that the property line easements and setbacks referred to on a survey or in these deed restrictions. Declarant reserves the permanent right to grant a variance for the placement within setbacks should the tract owner find the established setbacks limiting; a site plan must be presented to declarant for consideration. Setbacks shown shall be 40' from the front of all roads and 10' from sides and rear of the tracts.
11. Deed restrictions may be enforced by any court content jurisdiction, and an enforcement action may be brought by any property owner in this subdivision or the declarant.
12. No more than two (2) Single Family Residence are permitted on any tract. The primary residence must be completed first and contain a minimum of 1,200 square feet per D.1. Secondary residence must be a minimum of 400 square feet conditioned space and may not exceed a greater conditioned square footage than 60% of the final primary residence

conditioned square footage. No tract may ever be subdivided or severed smaller than five (5) acres.

13. Swimming pool must be behind the front elevation of the primary residence. Any above ground pools must be maintained 100% and in full operational condition at all times.

E. General Provisions

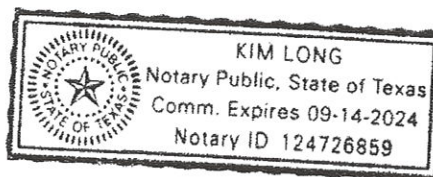
1. **Term.** This declaration runs with the land and is binding in perpetuity.
2. **No waiver.** Failure by an owner to enforce this declaration is not a waiver.
3. **Correction.** Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this declaration, provided that any correction must not impair or affect a vested property right of any owner.
4. **Amendment.** This declaration may be amended at any time by the declarant or an affirmative vote of sixty-seven percent (67%) of the owners at such time as the declarant no longer owns a tract. The owner of each tract will have one (1) vote.
5. **Severability.** If a provision of this declaration is unenforceable for any reason, to 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 constructed as if the unenforceable provision is not a part of the declaration.
6. **Notices.** Any notice required or permitted by this declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this declaration, actual notice, however delivered, is sufficient.
7. **Annexation of additional property.** Should declarant desire to subject additional property to this declaration, declarant may record an annexation agreement that will impose this declaration and the covenants on that property.
8. **Pre1suit Mediations.** As a condition precedent to the commencement of a legal proceeding to enforce this declaration, the owners will mediate the dispute in good faith.
9. **Variances.** The developer reserves the right to provide variance on any items listed in these restrictions & covenants.
10. **Properties may be subject to deed restrictions.**

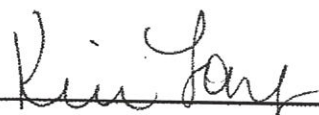
Executed this 10th day of June, 2021.

Declarant: *ZZ & IC, LLC, A Texas Limited Liability Company*


Signature JOHN FEHRTE

This instrument was acknowledged before me on the 10th DAY
OF June, 2021 by JOHN FEHRTE.




Notary Public, State of Texas

After recording return to:
ZZ & IC, LLC

2715 Acton Hwy
Granbury, TX 76049

EXHIBIT "A"

Being 170.759 acres tract of land out of the Thomas Hill Survey, Abstract No. 364, the B. P. Despalier Survey, Abstract No. 218 and the William Thomas Survey, Abstract No. 753, all in Erath County, Texas; being all of a certain 124.80 acres tract (First Tract) and all of a certain 45 acres tract (Second Tract) deeded to Charmon G. Yarborough in Document No. 2011-05332 and all of a certain 2.00 acres tract deeded to Charmon G. Yarborough in Document No. 2017-02916, both in the Official Public Records of Erath County, Texas; and being further described by metes and bounds as follows:

Beginning at a set 3/8" iron rod at the intersection of Erath County Road No. 304 and Erath County Road No. 303 at a corner in the south line of said 124.80 acres tract and at the southwest corner of said Thomas Hill Survey, for the beginning corner of this tract.

Thence N. 31 deg. 13 min. 24 sec. W. 32.90 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) in the north line of said Erath County Road No. 304 and in the south line of said 2.00 acres tract, for a corner of this tract.

Thence along the north line of said Erath County Road No. 304, S. 83 deg. 49 min. 34 sec. W. 257.97 feet to a found 60D nail, replaced with a set 1/2" iron rod with cap (PRICE SURVEYING), for a corner of this and said 2.00 acres tract.

Thence along the north line of said Erath County Road No. 304 S. 87 deg. 54 min. 36 sec. W. 1440.93 feet to a found 3/8" iron rod at the southwest corner of said 124.80 acres tract and at the southeast corner of said 45 acres tract, for a corner of this tract.

Thence along north line of said Erath County Road No. 304 N. 64 deg. 09 min. 23 sec. W. 1029.25 feet to a found 3/8" iron rod with cap at the southeast corner of a certain 5.00 acres tract deeded to Colton Collier and wife, Diane Collier in Volume 1340, Page 128 of said Official Public Records, for the southwest corner of this and said 45 acres tract.

Thence N. 17 deg. 34 min. 48 sec. E. 1768.36 feet to a 3" steel post in the south line of the old Missouri, Kansas and Texas Railroad (abandoned) and in the east line of a certain 21.68 acres tract (Tract Four) deeded to Henderson Feed and Fertilizer Sales, Incorporated in Document No. 2009-04429 of said Official Public Records, for the northwest corner of this and said 45 acres tract.

Thence along the south line of said abandoned Railroad, S. 75 deg. 00 min. 29 sec. E. 1043.47 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) in the south line of a certain 12.43 acres tract deeded to Rubin Kasper and wife, Edna Kasper in Volume 813, Page 194 of said Official Public Records, at the northeast corner of said 45 acres tract and at the northwest corner of said 124.80 acres tract, for a corner of this tract.

Thence continuing along the south line of said abandoned Railroad, the following courses and distances:

S. 75 deg. 22 min. 45 sec. E. 183.84 feet to a found 3/8" iron rod
 S. 77 deg. 20 min. 39 sec. E. 43.66 feet to a set 1/2" iron rod with cap (PRICE SURVEYING)
 S. 79 deg. 43 min. 16 sec. E. 308.06 feet to a set 1/2" iron rod with cap (PRICE SURVEYING)
 S. 86 deg. 01 min. 37 sec. E. 278.03 feet to a dead Blackjack tree
 N. 81 deg. 24 min. 23 sec. E. 259.11 feet to a set 1/2" iron rod with cap (PRICE SURVEYING)
 N. 76 deg. 26 min. 39 sec. E. 290.51 feet to a found 3/8" iron rod
 N. 66 deg. 30 min. 22 sec. E. 269.23 feet to a set 1/2" iron rod with cap (PRICE SURVEYING)
 N. 64 deg. 19 min. 57 sec. E. 949.03 feet to a found 3/8" iron rod
 And N. 60 deg. 01 min. 05 sec. E. 324.04 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) in the south line of a certain 46.08 acres tract (Tract III) deeded to Kelly S. Doggett and wife, Tawnya L. Doggett in Volume 1334, Page 262 of said Official Public Records and at the northwest corner of a certain 10.00 acres tract deeded to Kelly S. Doggett and wife, Tawnya L. Doggett in Volume 607, Page 887 of the Deed Records of Erath County, Texas, for the northeast corner of this and said 124.80 acres tract.

EXHIBIT "A"
(Continued)

Thence S. 30 deg. 33 min. 01 sec. E. at 1267.19 feet pass a set 1/2" iron rod in the north line of said Erath County Road No. 304, continuing in all 1284.19 feet to a found railroad spike in said County Road and at the southwest corner of said 10.00 acres tract, for the southeast corner of this and said 124.80 acres tract.

Thence along said Erath County Road No. 304, S. 59 deg. 05 min. 42 sec. W. 2654.42 feet to the place of beginning.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.