

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS**

STATE OF TEXAS

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COUNTY OF WISE

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Blanca Tuma, County Clerk - Wise County, Texas



This declaration is made on the date hereinafter set forth by Stallings 66 Ranch, LP, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the Owner of that certain Tract of land located in Wise, County, Texas, being 80.55 acres of land out of the Hunt County School Land Survey, Abstract No. 360, Wise County, Texas, and being the same Tract as described in deed to Stallings 66 Ranch, LP, and recorded in Wise County Clerk Instrument No. 202309680, Official Records, Wise County, Texas, and further described on the attached Exhibit A, hereinafter referred to as "Property";

WHEREAS, it is the desire and purpose of Declarant to place certain restrictions, easements, covenants, conditions, and reservations (hereinafter "Restrictions") upon the property in order to establish a uniform plan for its development, insure the use of the Property for residential purposes only, prevent nuisances, prevent the impairment of the value of the Property, maintain the desired character of the community, and insure the preservation of such uniform plan for the benefit of the present and future Owners of the Property;

WHEREAS, "Tract" or "Lot" means any individual tracts of land or lots sold by the Declarant from the 80.55 acres described above.

NOW, THEREFORE, Declarant hereby adopts, establishes, and imposes upon the Property, the following Restrictions for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property, which Restrictions shall run with the land and inure to the benefit of each Owner and his invitees:

RESTRICTIONS

1. Property shall be used for residential use only. No business or commercial enterprise shall be permitted, provided, however, this restriction shall not be deemed to prohibit:
 - a. Any resident form maintaining a private office within the dwelling house of such residence for the private use of such resident, or
 - b. Agricultural use of the subject property, subject to the other conditions set forth herein.
2. Each tract may only contain one (1) primary residential dwelling and no more than two (2) secondary residential dwellings (any other structure that may be used as a residence other than the primary residential dwelling).
 - a. Any newly constructed residential dwelling upon the Property must contain a minimum of one thousand eight hundred (1,800) square feet of enclosed living area.
 - b. No relocated, prefabricated, manufactured, or mobile home shall be permitted upon the Property.

- c. The exterior surfaces of any such newly constructed residential dwelling shall be constructed using a minimum of twenty five percent (25%) (excluding doors, roofs, and windows) stone or brick or a combination thereof.
3. At no time shall a structure of temporary nature, trailer, shack, or similar structure be occupied, unless used for the owners' temporary living during the building phase of the primary residential structure.
4. Barns or outbuildings may be constructed but must be constructed no closer than the primary residential dwelling to the Stallings Ranch Driveway Easement and must be constructed out of brick, wood, or metal or a combination thereof, provided, however, any metal shall be complementary to the primary residential dwelling.
5. Livestock shall include only horses, mules, donkeys, cattle, goats, sheep, chickens, and honeybees. No commercial hog, goat, pig or chicken farm, dog kennel or other manner of business for the commercial raising, maintaining or selling of animals shall be permitted to be maintained upon the Property. However, this restriction shall not be deemed to prohibit the keeping of pets. No outdoor kennel is permitted to house more than four (4) pets. Further, livestock shall be permitted up to the limits as follows:
 - a. No more than one (1) head of livestock per acre, rounded down to the nearest integer. For example, if the Tract is 10.1 acres, ten (10) head of Livestock may be kept.
 - b. No more than ten (10) honeybee hives per Tract.
 - c. No other type of livestock shall be permitted unless unanimously approved by all Tract Owners.
 - d. Each owner maintaining animals shall be required to maintain the fencing and enclosures adequate to secure all such livestock upon the portion of the Property they own.
 - e. Notwithstanding the above, animals kept, cared for, raised, housed, or maintained by a child for the sole purpose of projects related to that child's education (such as FFA, Youth Fair, or 4H projects) are permitted, provided that the child resides on the Tract.
6. No junkyard, wrecking yard, inoperable vehicles, or machinery shall be permitted on the Tract.
7. The owner of the Property shall be responsible for the upkeep and maintenance of the portion of the Property they own, including keeping same clear of trash and debris.
 - a. All trash and waste shall be kept in sanitary containers, out of view from the Driveway Easement.
 - b. If sanitary containers are placed along the Driveway Easement for trash pick up service, containers must be located clear of the Driveway Easement, no closer to Driveway Easement that trash service will allow for pickup, and no longer than 24 hours per week.
8. All culverts and driveways must be built and maintained in a good working condition to facilitate appropriate drainage.
9. Trailers, campers, mobile homes, recreation vehicles, boats and watercrafts, tractors, and equipment shall be stored to the rear of the primary residential dwelling, or within a garage or secondary structure.
10. No commercial tractor trailers or similar type equipment shall be permitted to be parked or maintained on any of the Tracts, except those used by a builder on the property during construction.
11. No sign of any kind shall be displayed to the public view on any Tract, except one (1) sign of not more than nine (9) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during construction.
12. No Tracts shall be used for or maintained as a dumping ground for rubbish, trash, garbage, or other waste.

13. Septic tanks, although installed and operated to minimum and regulatory standards, must be upgraded if normal operation results in objectionable odors or unsanitary conditions.
14. No noxious or offensive activity is allowed on the Property or Tracts.
 - a. Any burning of brush shall be supervised at all times and shall not interfere with any Owner's Tract or any Owner's reasonable enjoyment of its Tract.
 - b. Excessive or offensive noise (including music), fumes, or odors, excessive traffic, or unsightly conditions are expressly prohibited in order to protect neighboring property values and the reasonable enjoyment of the Property and Tracts.
15. No public shooting ranges are allowed on the Property or any Tract.
16. All access easements, including the Driveway Easement and LBJ Grasslands Trail Easement, and entrances shall be maintained in perpetuity by the Owners, according to the Stallings Ranch Easement Maintenance Agreement.
17. No Residence shall be placed nearer than 100 feet to a Tract boundary. No Outbuilding shall be placed nearer than 25 feet to a Tract boundary.
18. The cost of curing any violation of the Restrictions, and any attorney's fees, court costs, expenses of litigation, if incurred by the Declarant, whether there proceeds to suit or not, shall be borne by the violating Owner.
19. These restrictions shall remain in force and effect for a term of forty (40) years from and after the date hereof and at the expiration of such term shall expire and be of no further force nor affect.
20. Any existing improvements upon the Property as of the date hereof are hereby exempted from these restrictions, provided, however, that in the event that any such existing improvements are demolished in total; such new construction shall be subject to the terms hereof.

Executed and effective as of September 8, 2023.

STALLINGS 66 RANCH, LP

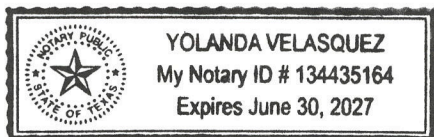
By: [Signature]
Ryan Ogden, Manager of 2811 Development, LLC,
general partner of Stallings 66 Ranch, LP

STATE OF TEXAS

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COUNTY OF WISE

This instrument was acknowledged before me on the 8th day of September, 2023, by Ryan Ogden, Manager of 2811 Development, LLC, general partner of Stallings 66 Ranch, LP.



[Signature]
Notary Public, State of Texas

EXHIBIT A

Property Description

Being a tract of land in Block Number Two (2) in League Number Three (3) of the Hunt County School Land Survey, Abstract No. 360, Wise County, Texas, and being that tract described in a deed to J.M. Huggins, recorded in Volume 269, Page 539, Deed Records, Wise County, Texas, SAVE AND EXCEPT that portion conveyed by Cash Warranty Deed dated June 20, 2000, from John Howard Riley and John Steven Riley, as Grantor, to Mary Lou Taylor, as Grantee, recorded in Volume 963, Page 298 of the Official Records of Wise County, Texas, FURTHER SAVE AND EXCEPT that portion described in a deed to the State of Texas, recorded in Volume 294, Page 411, Deed Records Wise County, Texas, and being more particularly described as follows:

BEGINNING at brass cap found set in stone for the east corner of said Huggins tract, for the south corner of a tract of land described in a deed to the United States of America, recorded in Volume 144, Page 379, Deed Records, Wise County, Texas and for the north corner of a tract of land described in a deed to James Stephen & Nancy M. Slate, recorded in Volume 357, Page 74, Deed Records, Wise County, Texas, said point having NAD 83, Zone 4202 (Grid) coordinate value of North = 7,182,138.21 feet, and East = 2,260,269.34 feet, for reference

THENCE, South 45° 49' 33" West for a distance of 1336.56 feet along the northwest line of said Slate tract to a 2" metal fence post for the east corner of a tract of land described in a deed to Doris Rettig, recorded in Instrument Number 2016603061, Official Public Records, Wise County, Texas;

THENCE North 48° 35' 07" West a distance of 2322.00 feet to a 3" metal fence post for the north corner of a tract of land described in a deed to Jodi & David Hardcastle, recorded in Instrument Number 201910475, Official Public Records, Wise County, Texas, and for the most southerly corner of said State of Texas tract, said point lying in the easterly line of FM Highway 730 North, and lying in curve, concave to the east, having a radius of 1859.86 feet, and a long chord which bears North 29° 22' 26" East, 837.08 feet;

THENCE Northerly along the easterly line of said State of Texas tract, the easterly line of FM Highway 730 North, and along said curve an arc length of 844.31 feet;

THENCE North 42° 22' 45" East for a distance of 636.77 feet, continuing along said easterly line of said State of Texas tract, and said easterly line of FM Highway 730 North, to a fence post for the most easterly corner of said State of Texas tract, in the south line of said United States of America tract, in the south line of said United State of America tract, from which a ½" iron rod found bears North 45° 15' 38" West. 99.71 feet;

THENCE South 45° 52' 15" East for a distance of 2591.61 feet along the south line of said United States of America tract and general along a fence to the POINT OF BEGINNING, said described tract containing 80.52 acres of land.