

Document No. 2021-011828

FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS

Parties: SUNSET RANCH ESTATES  
to  
PUBLIC

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FILED AND RECORDED  
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By: smaddox  
Susan Strickland, County Clerk  
Van Zandt County, Texas

11 Pages

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STATE OF TEXAS  
COUNTY OF VAN ZANDT

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 Van Zandt County.

Susan Strickland, County Clerk

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Record and Return To:

EGGLESTON KING  
ATTN: KERRI PRENTICE  
102 HOUSTON AVE #300  
WEATHERFORD, TX 76086



**FIRST AMENDED DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
SUNSET RANCH ESTATES**

This First Amended Declaration of Covenants, Conditions, and Restrictions (this "Declaration") is made effective October 1, 2021 ("Effective Date"), by FRE Ranch Partners, LLC, a Texas limited liability company ("Declarant"), whose mailing address is 2690 Pine Road, Poolville, Texas 76487.

**RECITALS**

A. Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Sunset Ranch Estates on September 7, 2021, in Document No. 2021-010343, Official Public Records, Van Zandt County, Texas (the "Original Declaration"). This Declaration is intended to and does hereby completely replace and subsume the Original Declaration.

B. Declarant is the owner of all that certain real property (the "Property") located in Van Zandt County, Texas, situated in the James Hamilton Survey, Abstract No. 403, Van Zandt County, Texas, that is legally described on the attached Exhibit "A."

C. Declarant has devised a general plan for the entire Property as a whole ("Sunset Ranch Estates"), a subdivision in Van Zandt County, Texas, with specific provisions for particular parts and parcels of the Property including single family residential purposes. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period of time.

D. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, Declarant, and each successive owner of an interest in the Property.

E. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

**ARTICLE 1  
DEFINITIONS**

1.01 "Declarant" means FRE Ranch Partners, LLC and its successors and assigns.

1.02 "Developer" means Declarant and its successors and assigns who acquire a majority of the previously unsold, developed or undeveloped, lots from Declarant for the purpose of development.

1.03 "Development" means and refers to the subdivision of Sunset Ranch Estates.

1.04 "Lot" means the plots of land shown on the plat and subdivision map recorded in the Plat Records of Van Zandt County, Texas (the "Plat"), and identified as Lot 1 through and including Lot 24 on which there is or will be built residential or other structures.

1.05 "Owner" means the record owner or owners of the fee simple title to any lot or portion of a lot in the Property on which there is or will be built residential or other structures. "Owner" includes contract sellers but excludes persons having only a security interest. An "Owner" may be (a) a "Lot Owner," if no residence has been built on the lot; (b) a "Builder Owner," if owned by a professional homebuilding company that is in the business of building homes and purchased the lot to build a home for sale; or (c) a "Home Owner" who owns a lot with an approved residential structure on the lot. An Owner will be considered a "Builder Owner" if so, designated by the Developer.

## ARTICLE II PLAN REVIEW AND APPROVAL

2.01 PLAN REVIEWER. Developer, its successors or assigns, shall review plans and specifications for residential structures, outbuildings, and other structures as specified in Article II and for plan review purposes shall hereinafter be referred to as "Plan Reviewer."

### 2.02 APPROVAL OF PLANS AND SPECIFICATIONS.

(a) The Plan Reviewer must review and approve in writing all of the following projects on the Property.

(i) Construction of any residential dwellings, out building, fence, wall, or other structure.

(ii) Exterior additions or structural changes or alterations to residential dwellings, out buildings, fences, walls or other structures.

(b) Plan Reviewer shall have thirty (30) days to approve, approve with stipulations or deny any plans and specifications submitted by an Owner. If Plan Reviewer fails to timely respond, the plans and specifications shall be deemed approved; however, such deemed approval shall not constitute a waiver of any claim or cause of action any other Owner within the Development may have against an Owner for failing to comply with requirements and restrictions contained herein.

2.03 APPLICATION FOR APPROVAL. To obtain approval to construct any project described in Paragraph 2.02 or elsewhere in this document, an Owner must submit an application to the Plan Reviewer including the plans and specifications for the proposed work such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work on the lot and must include illustrations, photos, renderings of front, side, and rear elevation to scale. Plans must show the location of the work, drawn to scale, on a survey or copy of the survey of the lot. It is the responsibility of the Owner to submit plans in advance of construction. If construction begins before plan approval and Developer becomes aware that construction has

begun, Developer may order the Owner to cease construction operations until such time that plans meeting the restrictions are submitted, reviewed and approved. Any structure started or completed without prior approval is subject to any remedies available under the law, including requiring the Owner, at the expense of the Owner, to make any and all changes necessary to bring the structure into compliance with these Covenants, Conditions, and Restrictions.

2.04 STANDARD FOR REVIEW. The Plan Reviewer shall review applications for proposed work in order to (1) check conformity of the proposed work with these covenants, conditions, and restrictions and (2) promote harmony of external design in relation to surrounding topography and the community as a whole. An application can be rejected for providing insufficient information.

2.05 VARIANCE. The Plan Reviewer shall have the option, but not the obligation, to grant a variance to any covenant, condition, or restriction contained herein, so long as Plan Reviewer, in his/her/its sole judgment, deems the variance will not negatively impact the subdivision or Owners.

### ARTICLE III EXTERIOR MAINTENANCE

3.01 EXTERIOR MAINTENANCE. If any Owner of any lot fails to maintain the premises in a neat and orderly manner, the Developer shall have the right, but not the obligation, through its agents and employees to enter the lot in order to repair, maintain, and restore the lot, and the exterior of any buildings and other improvements located on the lot, including landscaping, all at the expense of the Owner. Prior to taking action, Developer shall make at least two (2) reasonable attempts to notify Owner of violation of this provision by contacting Owner at the residence and address on file with the Van Zandt County Appraisal District. If action is taken and Owner fails to reimburse the Developer for expense of repairing, maintaining, or restoring the lot to a neat and orderly state, Developer may file a lien against the lot in equal to all expenses incurred for such action, including filing fees and legal fees.

### ARTICLE IV USE RESTRICTIONS AND ARCHITECTURAL STANDARDS

Restricted Use —Single Family Residential, Farm & Ranch

4.01 LOTS. Lots shall be used for single-family residential or farm and ranch purposes subject to approval of Developer, and subject to the restrictions on Animals noted in Paragraph 4.10.

4.02 MINIMUM CONSTRUCTION REQUIREMENTS. Each residence shall have a minimum contiguous interior living area of 2,200 square feet, exclusive of garages, porches, or patios. At least seventy percent (70%) of the exterior of each Residence, exclusive of glass and doors, shall be in masonry, brick, brick veneer, stone, or stone veneer materials approved by the Plan Reviewer. All exterior construction shall be of new materials and shall be natural or Plan Reviewer-approved natural-appearing materials.

4.03 **GARAGES.** Each Residence shall have a garage capable of housing at least two (2) vehicles. No garage or accessory improvements shall exceed in height the residence or dwelling unit to which it is appurtenant. All garages shall correspond in style, architecture, and exterior building materials with the Residence to which it is appurtenant.

4.04 **ACCESSORY IMPROVEMENTS.**

(a) A building that is immediately accessory to the Residence and other similar improvements to the Residence, such as a detached garage, maid's quarters, guest house, or cabana may be allowed, provided it conforms to the same style and architecture and is constructed of the same materials as the Residence and is approved by the Plan Reviewer.

(b) Storage buildings, shops, and other similar buildings and improvements constructed on a lot shall (i) be no larger than sixty percent (60%) of the square footage of the Residence, (ii) conform to the same style as the Residence and (iii) be subject to approval of the Plans by the Plan Reviewer.

4.05 **COMPLETION OF CONSTRUCTION.** Residential dwelling must be completed within twelve (12) months of commencement of construction, while complying with the restrictions set forth herein.

4.06 **SETBACKS.** All residential or other structures built on Lot 2 through and including Lot 24 must be a minimum distance of thirty feet (30') from the frontline of the lot. All residential or other structure built on Lot 2 through and including Lot 5 must be a minimum distance of twenty-five feet (25') from the rear property line of the lot. All lots shall have a minimum setback of twenty-five feet (25') from side property lines. If the minimum distances as specified in this paragraph differ from those shown on the final plat, the greater requirement shall apply. For purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot. If two or more lots, or portions of two or more lots, are consolidated into a building site in conformity with Paragraph 4.15, these building setback requirements shall apply to the resulting building site as if it were one original, platted lot.

4.07 **FENCING AND WALLS.** All fencing is to comply with the requirements designated below and must be as specified by Owner and approved by the Plan Review prior to the beginning of construction. As noted in Article II, fencing materials and placement of the fence are to be submitted to and approved by the Plan Reviewer. Fencing shall be constructed of natural stone, brick or wrought iron-style metal, pipe, pipe and cable, stone, or other materials deemed acceptable by the Plan Reviewer. It shall be the Owner's responsibility to maintain any walls or fences so that such improvements remain in an attractive, well-kept condition. Fences shall not exceed six feet (6') in height.

4.08 **DRIVEWAYS.** Culvert sizes are to be determined by the County Commissioner, or by a licensed Civil Engineer at the request of the County Commissioner. Lot Owner or Builder Owner shall consult with County Commissioner before installing a culvert. Driveways may not be nearer the side property line than ten feet (10').

**4.09 SEWAGE DISPOSAL.** Each Owner must install an aerobic septic system for sewage disposal or any other system that complies with Applicable Law. All septic systems must be installed by a state certified licensed installer and must be permitted and inspected by authorized representatives of Van Zandt County. Septic systems must be inspected by a state certified licensed installer every three years and must be regularly maintained so as to remain fully functional. No outside toilets or cesspools will be permitted.

**4.10 ANIMALS.** No swine (pigs or hogs) or poultry of any kind shall be raised, bred, or kept on any lot. Notwithstanding the foregoing, an animal kept for FFA, or similar agricultural participation purpose may be permitted with (i) written consent of the Developer, or (ii) written consent from the adjoining lot Owner(s).

Dogs, cats, or other common household pets may be kept on a lot. Chickens may be kept on a lot within a confined or fenced area; no free-range Chickens are permitted. No more than four dogs will be permitted on any lot. Dogs will not be permitted to run loose in the subdivision and must be kept in a kennel, dog run, or fenced-in area that confines said dog(s) to dog owner's lot. Dogs must be vaccinated for rabies according to Federal, State, or Local law.

Owners shall be limited to two (2) horses per acre, one (1) cow or other approved large animal per acre, and only if property is fenced with fencing capable of containing such animal(s).

**4.11 RECREATIONAL VEHICLES, TOURING COACHES, BOATS, AND TRAILERS.** A Recreational Vehicle ("RV") or Coach ("Coach") shall be allowed during construction of the residence for not more than twelve (12) months but must be registered with the Developer. An Owner may allow a guest(s) to park an RV or Coach on Owner's lot, to the side or rear of the home, for visits totaling not more than four (4) weeks during any consecutive 365-day period. An RV, Touring Coach, or Boat may be stored on the lot, but must be parked to the rear of the home. If an RV, Coach, Boat, and/or Trailer is stored on a lot, but not in an enclosed structure, then Owner shall not store such within twenty-five feet (25') of the property line unless written approval is obtained from the adjoining, impacted Owner. If Owner plans to permanently store an RV, Coach, Boat, and/or Trailer on a lot, Owner must construct an approved storage structure or plant trees/shrubs of adequate size, if none are naturally present, to screen such from neighboring property owner's view.

**4.12 COMMERCIAL TRUCKS, SCHOOL BUSES, INOPERABLE, AND WRECKED VEHICLES.** No commercial truck, school bus, inoperable vehicle or wrecked vehicle shall be allowed on a lot within view of any street or from any other Owner's lot. No commercial truck shall be left parked in the street in front of any lot, except for construction and repair equipment while a residence is being built or repaired in the immediate vicinity. Nothing contained in this paragraph is intended to prevent Owner from owning and storing a vehicle for restoration, so long as vehicle is stored in compliance with these Covenants, Conditions, and Restrictions. Further, nothing contained within this paragraph is intended to prevent Owner from owning and storing a truck used for Farm and Ranch purposes so long as said truck is stored behind or within an appropriate structure or at the rear or side of the lot nearest the trees.

4.13 DIRT BIKES, GO CARTS, AND DIRT BIKE TRACKS. No motorized dirt bike, go cart, mini-bike or similar shall be allowed, nor shall a dirt bike track be constructed on any lot.

4.14 RE-SUBDIVISION. No lot shall be re-subdivided or split except as allowed in Paragraph 6.01.

4.15 CONSOLIDATION. Any person owning two or more adjoining lots may consolidate those lots into one lot with the privilege of constructing improvements thereupon, as permitted by this Declaration.

4.16 PROHIBITED RESIDENTIAL USES. Only structures approved for residential use by the Plan Reviewer shall be used at any time as a residence.

4.17 BUSINESS SIGNS. No business sign of any shall be allowed on any lot except for signs advertising the property for sale or rent. Sale or rent signs shall not exceed 6 (six) square feet.

4.18 MINING PROHIBITED. No mineral quarry or mining operations of any kind shall be permitted on any lot. No mineral excavation shall be permitted on any lot. No structure designed for use in boring for minerals shall be erected, maintained or permitted on any lot.

4.19 RUBBISH, TRASH AND GARBAGE. No lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers.

4.20 DRAINAGE/IMPOUNDMENT OF SURFACE WATER. The existing creeks, ponds, and drainage channels traversing along or across portions of the Property will remain as open channels at all times and will be maintained by the Owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots. Each Owner shall keep the natural drainage channels traversing or adjacent to his/her/its lot clean and free of debris, silt or any substance which would result in unsanitary conditions or any obstruction of the natural flow of water.

4.21 LANDSCAPING. Each residence shall be landscaped and sodded on the front and side yards within one hundred eighty (180) days after the date on which the carpet has been installed in the Residence. The landscaping of each lot shall be principally grass sod unless otherwise approved in writing by the Plan Reviewer. The Owner shall keep the yard sufficiently watered to ensure adequate growth of the grass.

4.22 EXTERIOR HOME COLORS. Exterior home colors must be approved by the Plan Reviewer. Preferred color finishes include subdued earth or natural tones.

4.23 AIR CONDITIONING WINDOW UNITS. There shall be no window units allowed on a primary residential dwelling. A window unit or PTAC unit may be installed on a secondary structure if appropriately obscured, as determined by the Plan Reviewer, from the view of the street and adjacent lots.

4.24 **SWIMMING POOLS.** All swimming pools shall be constructed below ground. No above-ground swimming pools shall be allowed.

**ARTICLE V  
EASEMENTS**

5.01 **RESERVATION OF EASEMENTS.** All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat, right of use for ingress and egress shall be available at all times over any dedicated easement for purposes of installing, operating, maintaining, or repairing any utility or removing any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation or removal of such utility.

**ARTICLE VI  
INTENTIONALLY OMITTED**

**ARTICLE VII  
INTENTIONALLY OMITTED**

**ARTICLE VIII  
GENERAL PROVISIONS**

8.01 **RESERVATIONS.** The undersigned Declarant reserves the right from time to time as it may see fit by amended dedication or otherwise to re-divide and replat any property shown on the attached plat and owned by Declarant; to change the size of any tract or tracts shown in this or any subsequent dedication or plat of said property; to change the location of streets and easements prior to the time the same shall actually have been opened for public use or availed of by the public or by public utilities, all without the consent of any person owning any of the property described hereinabove; provided, however, that no change shall operate to deprive any then owner of property in said addition of reasonable access to its property or shall result in reducing the frontage or depth of any tract or plot now shown on the attached plat to a number of feet less than the footage and depth of the smallest tract or plot shown on the attached plat.

The undersigned may include restrictions other than those set out herein, in any contract or deed to any tract or lot without otherwise modifying the general plan above outlined, and such other restriction shall inure to the benefit of and bind the respective parties in the same manner as though they have been expressed herein.

8.02 **ENFORCEMENT.** No covenant, condition, restriction, reservation, recommendation, or anything else contained herein is deemed in any way to change, alter, or amend the law of the United States of America, the State of Texas, the County of Van Zandt, or any other governmental body having jurisdiction. The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, and reservations imposed by this Declaration. Enforcement may be against any person or persons violating or attempting to violate any covenant, condition, restriction, or reservation either to



restrain such violation or to recover damages. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation thereafter. All waivers must be in writing and signed by the party bound.

8.03 **SEVERABILITY**. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

8.04 **COVENANTS RUNNING WITH THE LAND**. These covenants, conditions, restrictions, and easements are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the Property and shall be binding on all parties having right, title, or interest in Property in whole or in part, and their heirs, successors, and assigns. These covenants, conditions, restrictions, and easements shall be for the benefit of the Property, each lot, and each Lot Owner. Further, they shall be referred to, adopted and made a part of each and every contract and deed executed by and on behalf of the undersigned or from an Owner to a future Owner conveying said property or any part thereof to all such intents and purposes as though incorporated in full therein; and each such contract and deed shall be conclusively held to have been so executed and delivered and accepted upon the expressed conditions herein stated.

8.05 **DURATION AND AMENDMENT**. The covenants, conditions, and restrictions of the Declaration shall be effective for a term of twenty (20) years from the date the Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by more than fifty percent (50%) of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than seventy-five percent (75%) of the Owners. Neither any amendment nor any termination shall be effective until recorded in the deed/subdivision records of Van Zandt County, Texas, and all requisite governmental approvals, if any, have been obtained.

8.06 **ATTORNEY'S FEES**. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

8.07 **LIBERAL INTERPRETATION**. The Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

[Signature page to follow]

This Declaration is executed this 5<sup>th</sup> day of October, 2021.

**DECLARANT:**

FRE Ranch Partners, LLC,  
a Texas limited liability company

By: Michelle Reed  
Michelle Reed, Manager

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF PARKER   §

This instrument was acknowledged before me on this 5<sup>th</sup> day of October, 2021 by Michelle Reed, Manager of FRE Ranch Partners, LLC, a Texas limited liability company.



Kerri Lynn Prentice  
Notary Public, State of Texas

**EXHIBIT "A"**

All that certain lot, tract or parcel of land situated in the JAMES HAMILTON SURVEY, Abstract No. 403, Van Zandt County, Texas, being the same land conveyed by Warranty Deed dated July 20, 2021 from Eric Sockwell to FRE Ranch Partners, LLC, recorded in Document No. 2021-008602, Official Public Records of Van Zandt County, Texas, and being more particularly described as follows:

**BEGINNING** at a point, within County Road No. 3417, for the most southerly corner of said tract;

**THENCE** North 45 degrees 30 minutes 34 seconds West, within County Road NO. 3417, 871.46 feet to a point for corner;

**THENCE** North 44 degrees 23 minutes 50 seconds East, passing a 1/2 inch steel rod set and capped "Vogt 5248" at 32.84 feet, in all 696.36 feet to a 1/2 inch steel rod set and capped "Vogt 5248" for corner;

**THENCE** North 45 degrees 25 minutes 46 seconds West, 44.56 feet to a 2 7/8 inch steel fence post found for corner;

**THENCE** North 44 degrees 23 minutes 50 seconds East, 1977.81 feet to a 6 inch wooden fence post found corner;

**THENCE** South 45 degrees 12 minutes 42 seconds East, 923.12 feet to a 6 inch wooden fence post found for corner;

**THENCE** South 44 degrees 32 minutes 58 seconds West, passing a 2 7/8 inch steel fence post found at 2627.73 feet, in all 2669.44 feet to the **POINT OF BEGINNING** and containing 55.69 acres of land.

Document No. 2021-011274

SUNSET RANCH ESTATES ROAD MAINTENANCE COVENANTS

Parties: GRE RANCH PARTNERS LLC  
to  
PUBLIC

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FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

On: 09/28/2021 at 08:29 AM

Document Number: 2021-011274  
Receipt No.: 2021136428  
Amount: \$ 50.00

By: thopson  
Susan Strickland, County Clerk  
Van Zandt County, Texas

8 Pages

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STATE OF TEXAS  
COUNTY OF VAN ZANDT

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 Van Zandt County.

Susan Strickland, County Clerk

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Record and Return To:

EGGLESTON KIN  
102 HOUSTON AVENUE  
SUITE 300  
WEATHERFORD, TX 76086



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SUNSET RANCH ESTATES  
ROAD MAINTENANCE COVENANTS**

**Developer:** FRE Ranch Partners, LLC  
2690 Pine Road  
Poolville, Texas 76487

**Property:** 55.69 acres, more or less, situated in the James Hamilton Survey, Abstract No. 403, Van Zandt County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference, SAVE AND EXCEPT Lot 1 (5.70 acres) as described on the plat map attached to Exhibit B.

**Private Road:** As described on Exhibit "B" attached hereto and incorporated herein by reference.

**Dedication of Private Road:**

Developer hereby dedicates for the benefit of each subsequent owner (the "Owners"), of any tract or parcel of the Property adjacent to the Private Road (a "Tract" or the "Tracts") and the public, for the purpose of providing unimpeded vehicular and pedestrian ingress and egress into, from and throughout the Property.

**Reservation by Developer:**

Developer reserves all rights in the Private Road necessary to petition the Van Zandt County Commissioners Court to accept the Private Road for public maintenance.

**Road Maintenance Covenants:**

1. **Character of these Covenants.** Unless otherwise modified by Developer or amended by two-thirds of all of the Owners, or if the Private Road is accepted by the Van Zandt County Commissioners Court for public maintenance, the rights and obligations detailed in this instrument (these "Covenants") are appurtenant to, run with, and inure to the benefit of the Tracts, whether or not these Covenants are referenced or described in any conveyance of a Tract. These Covenants are irrevocable, perpetual, and restrictive covenants which run with and are appurtenant to title to the Tracts. If the Private Road is accepted by the Van Zandt County Commissioners Court for public maintenance, these Covenants will no longer have any force or effect.

2. **Maintenance of the Private Road by Developer.** Developer is responsible for road maintenance until the earlier of (a) Developer has sold 3/4ths of the Tracts and Developer gives notice to all Tract owners that they will be responsible for contribution pursuant to these covenants, or (b) one (1) year from the date these covenants are filed in the Official Public Records of Van Zandt County.
3. **Maintenance of the Private Road by the Owners.** Upon the conclusion of the Developer's maintenance of the Private Road as determined by Section 2, the Owners will share equally in all expenses for normal maintenance and repair of the Private Road, to maintain it in good, passable condition under all traffic and weather conditions, and in a condition no less than equal to its condition on the completion of their construction.
4. **Shares of Expenses of Maintenance.** All expenses of normal maintenance and repair of the Private Road will be apportioned between the Owners in equal shares by Tract; however, if two adjacent Tracts are owned by a single Owner, and only one single family residence is constructed on the two Tracts, such Owner will be responsible for only one share of the expenses of maintenance. All expenses of repair and maintenance of the Private Road, specifically including all improved driving surfaces and all drainage structures and facilities, will be shared equally between the Owners regardless of whether a particular Owner's Tract is impacted by the repair or maintenance.
5. **Performance of Repairs.** A simple majority of the Owners, calculated by Tract as the apportionment of expenses above, may resolve that certain repairs or maintenance of the Private Road are necessary. Such a majority of Owners must appoint a person to be their agent for contracting or undertaking necessary repair or maintenance for the Private Road, and as their agent to collect each Owner's share of the cost of the repair or maintenance (the "**Road Agent**"). The resolution of the Owners and appointment of the Road Agent must be in a written instrument, signed by the Road Agent accepting their appointment, and recorded in the Official Public Records of Van Zandt County, Texas. After the resolution and appointment instrument is recorded, a copy of it must be delivered by the Road Agent to every Owner who is not a signatory to said instrument.
6. **Action Against Non-Contributing Owner.** If certain repairs or maintenance of the Private Road are determined to be necessary as established in Paragraph 5, and any Owner should refuse to pay their share of the expense of said maintenance or repairs, that non-contributing Owner shall face liability hereunder (a "**Non-Contributing Owner**"). The Road Agent, after completing the approved maintenance or repairs, may file suit against the Non-Contributing Owner, on behalf of the Owners who actually paid the portion of the expenses attributable to the Non-Contributing Owner. If a court should find that the maintenance or repairs were necessary to keep the Private Road in good, passable condition, and then render judgment against the Non-Contributing Owner, the judgment may be used to establish a constitutional and otherwise wholly valid and binding mechanic's lien against the Non-Contributing Owner's Tract, in favor of the Owner(s) who actually bore the Non-Contributing Owner's portion of the expenses of the maintenance or repair.

7. Damage to Private Road. If an Owner, or their family members, guests, or invitees, should damage or disturb any part of the Private Road (other than by wear and tear from normal vehicular ingress and egress), that Owner will be responsible for immediately restoring the Private Road to as nearly as possible the condition in which it existed before being disturbed.
8. Amendment. The Owners of a three-fourths supermajority of all of the Tracts may amend these Covenants by a sworn written instrument, recorded in the Official Public Records of Van Zandt County, Texas.
9. Attorney's Fees. Any and all Non-Contributing Owners, or Owners responsible for damages under the above Paragraph 7, will be jointly and severally responsible to pay all attorney's fees incurred by a Road Agent. Developer will be entitled to recover its attorney's fees in any action to interpret or enforce these Covenants. Otherwise, an Owner may not recover attorney's fees in any action to interpret or enforce these Covenants.
10. Severability. If any provision in these Covenants is unenforceable for any reason, the unenforceability will not affect any other provision of these Covenants, and they are to be construed as if the unenforceable provision is not a part of these Covenants.
11. Equitable Rights of Enforcement. These Covenants may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of noncompliance or threatened noncompliance, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by Developer or a Road Agent. Provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. Pursuit of any remedies set forth in these Covenants does not preclude pursuit of other remedies in these Covenants or provided by law.
12. Notices. Any notice required or permitted under these Covenants to be delivered to an Owner must be in writing. Any notice required by these Covenants will be deemed to be delivered to an Owner (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at their address on the Property. Notice may also be given by regular mail, personal delivery, courier delivery, electronic transmission, or other commercially reasonable means and will be effective when actually received.

**DEVELOPER:**

FRE Ranch Partners, LLC,  
a Texas limited liability company

By:   
Jack Eggleston, Manager

STATE OF TEXAS                   §  
   §  
COUNTY OF VAN ZANDT       §

This instrument was acknowledged before me on September 24, 2021 by Jack Eggleston, Manager of FRE Ranch Partners, LLC, a Texas limited liability company, for an on behalf of said company.

Kerri Lynn Prentice  
Notary Public, State of Texas

[SEAL]





**EXHIBIT "A"**

**Legal Description of the Property**

All that certain lot, tract or parcel of land situated in the JAMES HAMILTON SURVEY, Abstract No. 403, Van Zandt County, Texas, same being a part of that tract of land conveyed to Eric Sockwell in Document No. 2019-006652, Real Records of Van Zandt County, Texas, and being more particularly described as follows:

BEGINNING at a point, within County Road No. 3417, for the most southerly corner of said tract;

THENCE North 45 degrees 30 minutes 34 seconds West, within County Road No. 3417, 871.46 feet to a point for corner;

THENCE North 44 degrees 23 minutes 50 seconds East, passing a ½ inch steel rod set and capped "Vogt 5248" at 32.84 feet, in all 696.36 feet to a ½ inch steel rod set and capped Vogt 5248" for corner:

THENCE North 45 degrees 25 minutes 46 seconds West, 44.56 feet to a 2 7/8 inch steel fence post found for corner;

THENCE North 44 degrees 23 minutes 50 seconds East, 1977.81 feet to a 6 inch wooden fence post found for corner;

THENCE South 45 degrees 12 minutes 42 seconds East, 923.12 feet to a 6 inch wooden fence post found for corner;

THENCE South 44 degrees 32 minutes 58 seconds West, passing a 2 7/8 inch steel fence post found at 2627.73 feet, in all 2669.44 feet to the POINT OF BEGINNING and containing 55.69 acres of land.

SAVE AND EXCEPT:

Lot 1, being 5.70 acres, as described on the plat map attached to Exhibit B.

**EXHIBIT "B"**

**Description of Private Road**

**[attached]**