

Declaration of Restrictive Covenants

Basic Information

Date: October 21, 2022

Declarant: Heart of the Canyon Ranch, LLC, a Texas limited liability company

Declarant's Address: P.O. Box 1002, Leakey, Texas 78873

Property:

TRACT ONE: 490.18 grid acres, more or less, of land located in Real County, Texas, being out of and a part of C. Wilkinson Survey 603, Abstract No. 993, R.G. N.G. RR. Co. Survey 597, Abstract No. 159, Broocks & Burleson Survey 1605, Abstract No. 81, W. & J. Harris Survey 1606, Abstract No. 402, J. Metcalf Survey 604, Abstract No. 569, R.G. N.G. RR. Co. Survey 59, Abstract No. 936, Broocks & Burleson Survey 1603, Abstract No. 80 and T. Chisum Survey 1604, Abstract No. 114; said 490.18 acres being more particularly described by metes and bounds in Exhibit "A" attached to Special Warranty Deed with Vendor's Lien dated August 4, 2022 and recorded in Volume 105, Page 7707 of the Official Public Records of Real County, Texas;

TRACT TWO: 2.472 grid acres, more or less, of land located in Real County, Texas, being out of and a part of C. Wilkinson Survey 603, Abstract No. 993 and J. Metcalf Survey 604, Abstract No. 569; said 2.472 acres being more particularly described by metes and bounds in Exhibit "B" attached to Special Warranty Deed with Vendor's Lien dated August 4, 2022 and recorded in Volume 105, Page 7707 of the Official Public Records of Real County, Texas.

Definitions

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

"Declarant" means Heart of the Canyon Ranch, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Lot" means each tract of land being part of the Property.

"Owner" means every record Owner of a fee interest in a Lot.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Property and all Lots. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot 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 Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Covenants, Conditions, and Restrictions

1. The Property may not be subdivided into tracts smaller than five (5) acres, and any subdivision of property less than ten (10) acres shall require setbacks for any building of a minimum of twenty feet (20') from all boundaries of said tracts.

2. Mobile or modular homes are prohibited. No permanent RV residences. All buildings and improvements must be set back twenty (20') feet from all boundary lines.

3. No portion of any tracts may be used or maintained as a dump ground for trash, garbage or other waste, except that nothing herein shall prohibit a tract greater than 10 acres from having a burn pit for burning or depositing biodegradable waste, provided that such use complies with state and county rules, regulations, and laws. No junk, abandoned nor non-functioning vehicles are allowed.

4. The discharge of firearms must conform to state and county rules and laws. No commercial gun ranges and/or training facilities allowed.

5. No commercial towers, antennas, or wind generators, No solar farms.

6. Keeping or grazing animals for recreational use shall be allowed; however, swine shall not be raised, bred or kept on lots less than 10 acres, with the exception of animals raised and kept as a 4-H or Future Farmer Association project. Ranching and farming activities are permitted.

7. All outdoor lighting on poles must be downward facing.

8. No commercial trapping or commercial hunting of animals.

C. 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. *Corrections.* 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 affirmative vote of 100 percent of the Owners.

5. *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.

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.

Heart of the Canyon Ranch, LLC



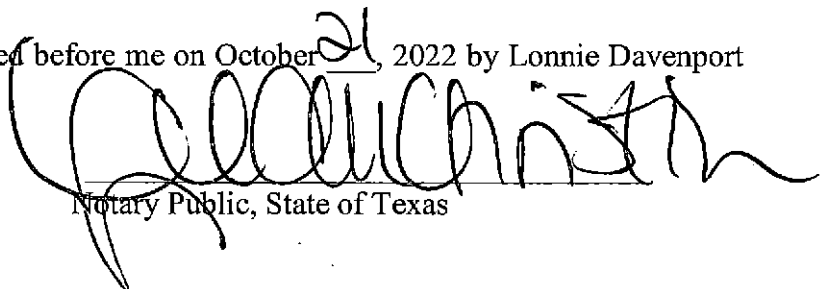
By: Lonnie Davenport, Manager

THE STATE OF TEXAS

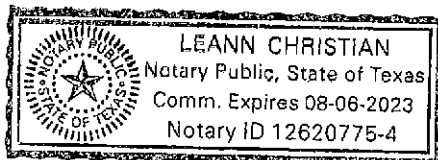
COUNTY OF Real

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This Instrument was acknowledged before me on October 21, 2022 by Lonnie Davenport in the capacity stated above.



Notary Public, State of Texas



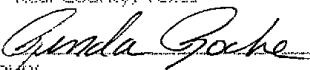
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: 10/24/2022 3:27:23 PM

Document Number: 00000019497
Amount: \$34.00

STATE OF TEXAS COUNTY OF REAL

I hereby certify that this instrument was
FILED on this date and time stamped hereon
by me and was duly RECORDED in the
OFFICIAL PUBLIC RECORDS OF REAL
COUNTY, TEXAS in the volume and page
shown.

D'Ann Green, County Clerk
Real County, Texas

By: 
Deputy

Any provisions herein which restricts the sale,
rental or use of the described real property
because of color or race is invalid and
unforceable under federal law.