

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR [INSERT PROJECT NAME]

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

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COUNTY OF _____

WHEREAS, Hawthorne Land, LLC, a Texas limited liability company (herein called the “**Declarant**”) is the owner of the following described real property located in _____ County, Texas, as further described on Exhibit A, (the “**Property**”) and commonly known as the [***INSERT PROJECT NAME***] (herein sometimes referred to as the “**Project**”).

WHEREAS, Declarant desires to impose upon the Project all the protective covenants, conditions and restrictions set out in this Declaration of Covenants, Conditions, & Restrictions (the “**Covenants**”) in order to impose a common plan and scheme to the Project so that there be a uniform plan for the improvement and development thereof.

WHEREAS, the Covenants shall run with the land and shall bind the Declarant and all persons hereafter owning or claiming any interest in any portion of the Project for the period hereafter specified.

NOW THEREFORE, it is hereby declared that such Covenants shall inure to the benefit of and be enforceable by the Declarant and all future owners of any portion of the Project, and their respective heirs, executors, administrators and assigns as set forth below:

A. That all of the Project shall be owned, held, used and encumbered, occupied, sold, conveyed and enjoyed subject to the following Covenants, which are for the purpose of protecting the value and desirability of the Project, and shall run with the land of the Project, and shall inure to the benefit of and shall be binding on all parties having any right, title or interest in or to the Project or any part thereof, their heirs, successors and assigns; and,

B. That each and every deed, conveyance, deed of trust and all other contracts and agreements of every type and character that may hereafter be executed with regard to the Project, the Property, or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following Covenants, regardless of whether or not the same are set out and/or referred to in any said document, to-wit:

I. DEFINITIONS

In addition to their common meaning, the following terms shall have the following meanings and definitions as used herein:

1.1 **“Applicable Law”** means all federal, state and local laws, ordinances, regulations, or rules, applicable to the person, circumstance and/or the Property addressed or

otherwise encumbered by these Covenants in which the term appears.

1.2 **“Owner or Owners”** as used herein shall refer to:

a. Declarant, for so long as Declarant has any right, title or interest in or to any Property within the Project; and,

b. Each and every grantee of Declarant and their respective heirs, successors and assigns; and,

c. Any owner of any estate, interest or title to any Property who shall later join in these Covenants by later instrument, either adopting, ratifying, confirming, taking subject to or accepting the mutual and universal scheme of restrictive covenants created herein (including but not limited to any document which incorporates this agreement by reference); and,

d. All persons claiming any right, title or interest in or to any Property within the Project, and their respective heirs, assigns, executors, administrators and successors.

1.3 **“Real Property Records”** means the real property records of the county, or counties, in which the Property is located.

1.4 **“Structure”** means any improvement on the Property, including but not limited to, a dwelling, building, barn, garage, storage unit, pool, stock, tank, fence, wall, patio, paved outdoor seating area, driveway, and walkway.

1.5 **“Tract”** means any lot or portion of land from the Property that is within the Project.

1.6 **“Vehicle”** means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

1.7 **“Road Frontage”** means the defined as the edge of any public right of way.

1.8 **“Development Period”** means the period in which the Declarant owns any part of the Project, or any other right, title, interest or claim related thereto.

1.9 **“State Highway”** means Farm to Market Road No. 67 in Hill County, Texas.

1.10 **“State Highway Tract”** means any Tract that is adjacent to the State Highway.

1.11 **“Stick-Built Home”** means a dwelling constructed on-site, piece by piece, primarily using lumber to frame the structure.

II. BUILDING LINES & SUBDIVISIONS

2.1 **Building (Setback) Lines.** The building lines within the Project shall comply with the following requirements:

a. All Structures shall be constructed at least (i) 20 feet from the property boundary that is road frontage, (ii) 10 feet from the rear boundary line (furthest boundary line from the road). and (iii) 5 feet from the side property boundary lines of any Tract containing some or all of the Property (collectively the “**Setback Area**”), except for the following Tracts which must meet the following additional requirements:

(i) Tracts 1 through 5: All structures shall be constructed at least 250 feet from the westernmost boundary line adjacent to the subdivision to the west as depicted in Exhibit A-1 attached to and incorporated for all purposes herein; and

(ii) Tracts 1, 16, 17 and 18: All structures shall be constructed at least 60 feet from the State Highway.

b. No Vehicles, including without limitation, travel trailers, or other recreational vehicles, may be parked or stored within the Setback Area.

c. These restrictions shall apply to any additional Tracts created by the future division of a Tract within the Project, the combination of any two or more Tracts within the Project.

d. Fences and walls shall be excluded from the Building (Setback) Lines requirements within this section.

2.2 **Bridges and Culverts.** Bridges constructed on or over the Project shall have at least eighteen (18) inches of clearance, or greater if required by the County or municipality having jurisdiction where the Property is located.

2.3 **Subdivision.** No Tract may be further subdivided unless there are no liens on the Tract at the time of such subdivision. Furthermore, in no event shall any current Tract, or newly created Tract, be less than one (1) acre.

III. USE & ACTIVITIES

3.1 **Permitted Uses.** Each Tract within the Project may be used for any lawful use or purpose, subject to the limitations listed below and as provided in Section 3.2.

a. **State Highway Tracts.** All dwellings on a Tract that touch the State Highway shall be stick-built homes only, with a minimum size of 1,500 square feet.

3.2 **Prohibited Activities.** Each Tract shall not conduct any activity in violation of these Covenants, Applicable Law, or any listed within Exhibit B, attached to and incorporated for all purposes herein.

IV. EASEMENTS

4.1 **Utility Easements.** Declarant reserves a thirty (30) feet wide non-exclusive

easement for constructing, maintaining, and repairing a system for electricity, power, telephone and other utility services to the Project and the inhabitants thereof along the boundary line of each Tract.

4.2 **Access Easements.** Declarant reserves an ingress and egress easement for pedestrian and vehicular traffic over the access easements shown on the site plan of the Project.

4.3 **Maintenance of Easements.** Declarant shall maintain the Easement Area during the Development Period. Thereafter, the respective Owner of a Tract shall, at their sole cost and expense, maintain in good repair and condition the portions of the Easement Area. In the event that an owner of the Property fails to maintain the Easement Area (a “**Failing Owner**”), the other owner may, but is not required, perform such maintenance obligations of the other owner (the “**Curing Owner**”). In such event, Curing Owner may send a written invoice for the costs incurred in performing such maintenance on behalf of the Failing Owner and such Failing Owner shall reimburse the Curing Owner within ten (10) business days. Each Owner covenants and agrees that they should not use, neglect, or abandon any easement in a manner that would adversely affect any other Owner within the Project.

4.4 **Beneficiaries of Easements.** All easements granted herein are for the use and benefit of the Declarant, every other Owner, and their respective heirs, successors and assigns.

4.5 **Termination or Relocation of Easements.** In the event an Owner would like to relocate, or terminate any easement located within their Tract, such Owner shall be required to comply with the requisite approval and amendment process provided in Section 5.5. herein.

4.6 **Declarant’s Easement Right.** During the Development Period, Declarant shall be able to create, dedicated, relocate, or terminate any easement within the Project, so long that such action does not adversely materially affect any of the current Owners.

4.7 **No Improvements or Barriers.** Except for (i) surface paving and other roadway improvements, and (ii) landscaping, no structures or improvements shall be constructed or located on any portion of an easement. No impediments or barriers shall be placed permanently or temporarily (except in connection with construction or repair) within an easement which would result in obstructing the intended traffic over and across the easement area. Nothing herein, however, shall prevent temporary barriers for purposes of directing traffic away from or around areas where construction or repairs are taking place.

4.8 **Compliance.** The use, operation and maintenance of the easements shall at all times comply with all applicable laws, statutes, building codes, ordinances, restrictive covenants, rules and regulations.

4.9 **No Dedication.** Nothing contained in this agreement is intended to, nor shall it be construed as, dedicating any easements or rights to the public and any other party or entity. Notwithstanding the foregoing, this provision shall not limit the Declarant’s, or any owner of the Property, ability to grant an easement to a local governing agency or utility provider for the purposes of obtaining utilities.

V. ENFORCEMENT, AMENDMENT, AND TERMINATION

5.1 **Enforcement.** The following persons shall each have the right and power (but not a duty or obligation) to enforce, by proceeding at law or in equity, all Covenants, and reservations now or hereafter imposed by the provisions of this Declaration of Covenants, Conditions & Restrictions Agreement (as the same may be amended from time to time):

- a. Each Owner of a Tract within the Project; and,
- b. The Declarant, only during the Development Period.

ANY ATTEMPT TO VIOLATE THIS DECLARATION OR ANY VIOLATION OF THIS DECLARATION MAY SUBJECT THE OWNER OR OCCUPANT TO PROSECUTION AT LAW, INCLUDING MONETARY DAMAGES, OR IN EQUITY, INCLUDING INJUNCTIVE RELIEF, BY DECLARANT AND ITS SUCCESSOR OR ASSIGNS, ANY OWNER, OR ANY GOVERNMENTAL ENTITY WITH JURISDICTION OVER THE PROPERTY.

5.2 **No Waiver.** FAILURE TO ENFORCE ANY SUCH RESTRICTION OR COVENANT DURING ITS VIOLATION WILL IN NO EVENT BE DEEMED TO BE A WAIVER OF A RIGHT TO DO SO THEREAFTER. NEITHER THE SELLER NOR ANY SUBSEQUENT PURCHASER OR OWNER OF A PORTION OF THE PROPERTY OR PROPERTY ANNEXED SHALL HAVE ANY LIABILITY OF RESPONSIBILITY AT LAW OR IN EQUITY ON ACCOUNT OF THE ENFORCEMENT OF, OR ON ACCOUNT OF THE FAILURE TO ENFORCE, THE RESTRICTIONS. ENFORCEMENT IS A RIGHT BUT NOT AN OBLIGATION.

5.3 **Binding Nature.** The grants, rights, covenants, conditions, and restrictions contained in this Restrictive Covenant Agreement shall run with and bind the land comprising the Project and shall inure to the benefit of and shall be binding upon the Owners of each Subject Property and their respective legal representatives, heirs, successors, and assigns.

5.4 **Term.** Unless amended as provided herein, this Restrictive Covenant Agreement shall be effective for a term of thirty (30) years from the Effective Date hereof, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless amended or terminated as hereinafter set forth.

5.5 **Amendment/Termination.** The Owners of two-thirds (2/3) of the total number of Tracts then contained within the Project always have the power and authority to amend these Covenants, in whole or in part, at any time and from time to time; provided, during the Development Period, no amendment is effective unless and until approved in writing by the Declarant. No amendment, modification or termination shall be valid or binding until such amendment is (i) signed by at least two-thirds (2/3) of the total number of Tracts then contained within the Project; (ii) if applicable, signed by the Declarant, and (ii) such amendment or termination is filed and recorded within the Real Property Records with the required .

5.6 **Severability.** The provisions of these restrictions shall be deemed independent

and severable, and the invalidity of or partial invalidity of any portion thereof by judgment or court order shall in no way affect any of the other provisions hereof and all of the other provisions hereof shall remain in full force and effect.

5.7 **Subordination.** No breach of the covenants or other restrictions in this instrument will defeat or render invalid the lien of any deed of trust made in good faith and for value on the Property or any Tract within the Project; provided, however, that such covenants or other restrictions will bind any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

5.8 **Multiple Originals.** This Restrictive Covenant Agreement may be executed in multiple originals, each of which shall constitute but one and the same agreement.

[Signature Page to Follow]

Signature Page to Declaration of Covenants, Conditions, & Restrictions

IN WITNESS WHEREOF, the Declarant hereby executes this Declaration of Covenants, Conditions, & Restrictions Agreement as of the _____ day of _____, 2025 (the “Effective Date”)

HAWTHORNE LAND, LLC

a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS

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COUNTY OF _____

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The instrument was acknowledged before me on the _____ day of _____, 2024 by _____, _____ of Hawthorne Land, LLC, a Texas limited liability company, on behalf of such company.

Notary Public, State of Texas

My Commission expires: _____

EXHIBIT A

(Legal Description of the Project)

EXHIBIT A-1

(Survey of Adjacent Subdivision)

EXHIBIT B

(Prohibited Uses)

1. Livestock and Poultry. Animals, livestock, emu, ostrich, hogs or poultry may be kept, bred, and maintained on any Tract under these conditions:

a. All horses, cattle or other livestock or animals shall be kept enclosed within the Owner's Tract by suitable fencing.

b. Swine may only be bred, kept or maintained on an Owner's Tract so long as (1) the enclosed area for the swine is no larger than one (1) acre, and is owned for personal consumption or show competition.

c. No chickens, turkeys or other domestic fowl may be kept or raised on a Tract, except twenty-five (25) fowl per acre owned for personal consumption or show competition but shall be limited to one hundred (100) fowl in the aggregate at any one time.

d. Cattle are permitted on the Project, but feed lots and/or slaughterhouses are NOT permitted.

e. Each Tract shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring Tracts.

2. Garbage & Refuse Disposal. Each Tract including any improvements on the Tract shall be maintained as follows:

a. No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. Each Owner shall be responsible for disposing of all trash, garbage and rubbish in a sanitary manner and in a location provided for that purpose by a local governmental authority (i.e., a landfill or other location dedicated to the collection and disposal of trash, garbage and other waste).

b. All dwellings placed on a Tract must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity. The system must be maintained at all times so as to not cause an environmental hazard or smell.

c. No outside, open or pit type toilets will be permitted within the Project.

d. All dwellings constructed within the Project must have a sewage disposal system installed prior to occupancy.

3. Vehicles & motor homes. No portion of the Project shall be used as a storage or salvage yard for vehicles or motor homes, or as a mobile home, manufactured home, recreational vehicle, or motor home park or similar facility, whether operating or not. Additionally, vehicles with more than two axles are prohibited from entering onto [the Project] except for construction or delivery of materials.

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5. Manufactured Homes, Mobile Homes and Trailers. Any manufactured home, mobile home, or trailer moved onto, installed, or stored on the Property must be less than five (5) years old as of the date they are moved onto or installed on the Property. Additionally, such manufactured home, mobile home or trailer must be 1) double-wide or larger, 2) skirted (i.e. coverings at the base of the manufactured home, mobile home or trailer must be installed that covers the blocks that the mobile home or trailer sits on) within 90 days of the date they are moved into or installed on the Property, 3) be tied down and anchored when not in transit, and 4) be connected to public or private utilities at all times when not in transit. No manufactured home, mobile home, or trailer may be installed without the Owner first obtaining all permits required by the State of Texas relating to the installation of a manufactured home, mobile home or trailer. There shall be no manufactured homes, mobile homes, or trailers moved onto or installed on any Tract that touches the State Highway.

Manufactured home, mobile home, trailer, and recreational vehicle parks are not permitted.

6. Broken Down Appliances, Vehicles, etc. No broken down, dilapidated, obsolete or junk vehicles, old appliances, trash, or unsightly material of any kind may be kept or maintained on a Tract or any portion of the Project, unless stored in the dwelling or other Structure.

7. Miscellaneous Prohibited Uses.

- a. Smelting of iron, tin, zinc or other ores refining of petroleum or its products;
- b. industrial use, including, without limitation, heavy manufacturing, fabrication facilities and testing facilities;
- c. Resale or pawn shops, flea markets, or bankruptcy, fire sale or auction business;
- d. A tavern, bar, or nightclub, or any other similar establishment;
- e. An adult bookstore or other establishment selling, renting or exhibiting pornographic materials;
- f. Any sexually oriented business, as the term is generally construed, or
- g. Commercial skeet, trap, pistol or rifle range.

8. Nuisances. No noxious or offensive activity shall be conducted upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Project.

9. Hazardous Materials. Any storage of items that constitute a threat to the safety of persons or property, including toxic or volatile chemicals, unless they are customarily used in

the business operated on the Tract, and are properly used and stored in accordance with manufacturer's directions, industry standards and best practices, to mitigate the risk of harm.

10. Billboards. No billboards shall be erected within the Project. Owners may place signs for the sale, lease or rental of a Tract or for business conducted on a certain Tract.

10. Damaged Structures. Any Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within two-hundred seventy (270) days and the Tract restored to a clean and orderly condition.

11. Drilling, Mining, or Excavation. There shall be no drilling, mining, or excavation located within any Tract or part of the Property including but not limited to, removing sand, dirt, gravel, rock, or other natural fill material from the Tract for commercial or personal use. Such prohibition shall not extend to or limit the grading of any Tract for construction of a building.

12. Additional Access. There shall be no additional access provided by TxDOT to any Tracts touching the State Highway.