

ORIGINAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HAWTHORNE LAND, LLC

AND

“Itasca 191”,

A SUBDIVISION IN HILL COUNTY, TEXAS

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS THAT:

COUNTY OF HILL

§

WHEREAS, HAWTHORNE LAND, LLC, hereinafter the “Declarant”, is the owner and developer of the real property more particularly described by Exhibit “A” and referenced below (hereinafter the “Property”) which is attached hereto and made a part hereof:

All that certain tract or parcel of land lying and situated in the Albert Hendrix Survey, Abstract No. 412 of 320 acres as long occupied on the ground, the patent of which is recorded in Volume N, Page 346 of the Deed Records of Hill County, Texas, and lying and situated in the Hiram H. Deaton Survey, Abstract No. 226, and the Alexander Wells Survey, Abstract No. 988, Hill County, Texas, being the same tracts of land described as First Tract called 156.59 acres, Second Tract called 5.5 acres and Third Tract called 1.60 acres in the Warranty Deed from the Estate of Mary Bray Wilkirson to Jacquelyn D. Wilkirson, Brian M. Wilkirsoo and Kristen E. Wilkirsoo, undivided interest, dated May 1, 2010, recorded in Volume 1657, Page 327 of the Official Public Records of Hill County, Texas, said tracts previously described in the Warranty Deed from Pat T. Wilkirson to Lee T. Wilkirson, Dan McGurk Wilkirson and Mary Bray Wilkirson, undivided three-fourths (3/4) interest, executed December 7, 1976, recorded in Volume 556, Page 611 of the Deed Records of Hill County, Texas.

WHEREAS, for the purpose of creating and carrying out a uniform plan for the improvement and sale of the Property and the subdivided lots therein contained as large acreage “ranchettes” and referred to as “Itasca 191”, the following covenants, conditions and restrictions (the “Land Use Restrictions” or “Restrictions”) upon the use of said Property are hereby established and shall be referred to, adopted and made part of each and every contract and deed executed by or on behalf of the Declarant, conveying said Property or any part thereof by appropriate reference to these Restrictions, making the same part of such conveyance for all intents and purposes as though incorporated at length therein; and said Restrictions shall be, and are hereby imposed upon each tract or parcel of land of the Property for the benefit not only of the Declarant, its successors and assigns, but also for the benefit of each and every purchaser of land located in said Property, their heirs and assigns; and said Restrictions constitute covenants running with the land and every contract and deed conveying said land or any part thereof shall be conclusively deemed to have been executed, delivered and accepted upon the express covenants, conditions and restrictions herein and attached hereto as Exhibit “B” and made a part hereof.

EXECUTED THIS THE ____ day of November, 2023.

HAWTHORNE LAND, LLC
a Texas limited liability company
“Declarant”

By: HAWTHORNE LAND MANAGER, LLC
a Texas limited liability company,
Its general manager

By: _____
Susana Guerrero, Treasurer

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

I, _____, a Notary Public of said County and State, certify that SUSANA GUERRERO, who is the TREASURER of Hawthorne Land Manager, LLC, a Texas limited liability company, the general manager of Hawthorne Land, LLC, a Texas limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity(ies).

Given under my hand and official seal, this ____ day of _____, 2023.

Notary Public

My commission expires: _____

Exhibit A – Metes & Bounds

Exhibit B - Land Use Restrictions

Definitions

“Applicable Law” means all federal, state and local laws, ordinances, regulations, or rules, applicable to the person, circumstance and/or property (the “Property”) addressed or otherwise encumbered by these Land Use Restrictions in which the term appears.

“Covenants” means the covenants, conditions, and restrictions in this these Land Use Restrictions.

“Owner” means every record owner of a fee interest of lands within the boundary of the Property, whether in whole or in part, and any later tenant, lessee, or occupant of lands within the boundary the Property, whether in whole or in part.

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

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

“Tract” means a lot of land containing some or all of the Property.

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

Clauses and Covenants

A. Imposition of Covenants; Authority of Declarant

1. Declarant is the Owner of the Property described in Exhibit A and imposes the Covenants on the Property. All Owners and other occupants of any portion of the Property by their acceptance of their deeds, leases, or occupancy of any portion of the Property 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 to benefit all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in any portion of the Property.
3. Each Owner or occupant of any portion of the Property agrees to comply with these Land Use Restrictions.
4. The restrictions and covenants in this instrument will inure to the benefit of and be enforceable by the Declarant and any present or future owner of an interest in the Property.
5. Declarant, and their successors and assigns, and any owner of any parcel of the Property, and his or her successors and assigns, may enforce, by any proceeding at law or in equity, all restrictions imposed by this instrument. Any one or more of such persons may sue for and obtain an injunction, prohibitive or mandatory, to

prevent the breach of or to enforce the observance of the restrictions and covenants, besides ordinary legal actions for damages.

6. 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.
7. 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.

B. Building Lines and Requirements

1. *Building Lines.* The building lines of the Property shall be:
 - a. General – All structures shall be constructed at least ten (10) feet from any boundary line of any Tract.
 - b. Road frontage – All structures shall be constructed at least 100 feet from road frontage which is defined as the edge of the right of way.
 - c. Not affected by Subdivision – These requirements apply to any Tracts created by the future division or combination of any lands containing any portion of the Property.
 - d. Fencing Exception: For this paragraph, fences and walls are excluded from the Building Lines requirements within this section.
 - e. Utility Easement: Grantor reserves a utility easement thirty (30) feet wide along the boundary line of any Tract.
2. *Bridges and Culverts.* Bridges constructed on or over the Property shall have at least 18 inches of clearance, or greater clearance if required by the County or municipality having jurisdiction where the Property is located.

C. Use and Activities

1. *Permitted Use.* The Property may be used for any lawful use or purpose, subject to the limitations of paragraph C (2), below.
2. *Prohibited Activities.* Prohibited activities are—
 - a. any activity in violation of these restrictions;
 - b. any activity prohibited by Applicable Law;

- c. Livestock and Poultry: Animals, livestock, emu, ostrich, hogs or poultry may be kept, bred, and maintained on any Tract under these conditions:
 - i. All horses, cattle or other livestock or animals shall be kept enclosed on the Tract by suitable fencing.
 - ii. No swine may be bred, kept or maintained on any Tract containing some or all of the Property, except one (1) per acre, owned for personal consumption or show competition.
 - iii. No chickens, turkeys or other domestic fowl may be kept or raised on the Property, 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.
 - iv. Horses are permitted on the Property.
 - v. Cattle are permitted on the Property, but feed lots and/or slaughterhouses are NOT permitted.
 - vi. Each Tract shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring Tracts.
- d. Garbage & Refuse Disposal: Each Tract including any improvements on the Tract shall be maintained:
 - i. 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).
 - ii. Sewage Disposal. All dwellings placed on the Property 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.
 - iii. No outside, open or pit type toilets will be permitted on the Property.
 - iv. All dwellings constructed on this Property prior to occupancy, must have a sewage disposal system installed.
- e. Vehicles and motor homes: No Tract 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.
- f. Other Prohibited Uses: 1) Smelting of iron, tin, zinc or other ores refining of petroleum or its products; 2) industrial use, including, without limitation, heavy manufacturing, fabrication facilities and testing facilities; 3) resale or

- pawn shops, flea markets, or bankruptcy, fire sale or auction business; 4) a tavern, bar, or nightclub, or any other similar establishment; 5) an adult bookstore or other establishment selling, renting or exhibiting pornographic materials; 6) any sexually oriented business, as the term is generally construed, or 7) commercial skeet, trap, pistol or rifle range.
- g. Nuisances: No noxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property.
 - h. Further Subdivision: No Tract may be further subdivided so it creates a Tract that is less than one (1) acre. No Tract may be further subdivided unless there are no liens on the Tract at the time of such subdivision.
 - i. 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 Property, and are properly used and stored in accordance with manufacturer's directions, industry standards and best practices, to mitigate the risk of harm.
 - j. Billboards. No billboards shall be erected on the Property. Owners may place signs for the sale, lease or rental of the Property or for business conducted on the Property.
 - k. 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.
 - l. 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) 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, 2) be tied down and anchored when not in transit, and 3) 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. Manufactured home, mobile home, trailer, and recreational vehicle parks are not permitted.
 - m. 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 the Property, unless stored in the dwelling or other Structure.

D. Amendments

The Owners of two-thirds (2/3) of the total number of Tracts then contained within the Property always have the power and authority to amend these Covenants and land use restrictions, 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.

E. 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 parcel in it; provided, however, that such covenants or other restrictions will bind any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

F. Binding Effect

The restrictions in this instrument will run with the land and will bind all persons having any right, title, or interest in or to the Property or any part of such property, and their heirs, successors, and assigns.