

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
HICKORY GROVE RANCHES**

STATE OF TEXAS §
§
COUNTY OF LLANO & MASON § **KNOW ALL MEN BY THESE PRESENTS**

This Declaration is made on the date hereinafter set forth by _____, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the Owner of that certain tract of land located in Llano and Mason County, Texas, containing _____ acres, more or less, being more particularly described in the attached Exhibit "A" (hereinafter referred to as the "Property").

WHEREAS, it is the desire and purpose of Declarant to place certain restrictions, easements, covenants, conditions and reservations upon the Property in order to establish a uniform plan for its development, insure the use of the Property for primarily agricultural or residential purposes, 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 Tracts, and to promote the health, safety, and welfare of the residents of the Property;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Property, this Declaration for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property, which Declaration shall run with the land and inure to the benefit of each Owner and such Owner's successors and assigns.

**ARTICLE I
DEFINITIONS**

Declaration. "Declaration" means this Declaration of Covenants, Conditions, Easements and Restrictions for **HICKORY GROVE RANCHES**.

Declarant. "Declarant" means and refers to _____, its successors and assigns.

Improvement. "Improvement" means every structure and all appurtenances of every type and kind.

Owner. "Owner" or "Tract Owner" means and refers to the record owner, whether one or more persons or entities, of the fee-simple title to any Tract(s), excluding lien holders. If a Tract is owned by more than one person, all of the owners of the Tract will collectively be referred to as the "Owner" of such Tract for purposes of this Declaration

Restrictions. "Restrictions" means the restrictive covenants set forth in Article II of this Declaration.

Road. "Road" means the roadway constructed or to be constructed within the Road Easement.

Road Easement. "Road Easement" means the easement established under Section 3.01 hereof for the purpose of providing ingress and egress over and across the Road for the benefit of the Tract Owners as a means of access to and from County Road _____.

Road Maintenance Tracts. "Road Maintenance Tracts" means all Tracts within the Property.

Tract. "Tract" means any of the individual tracts of land or subdivided lots located within the boundary of the Property. All contiguous acreage owned by the same Owner shall be considered one Tract.

ARTICLE II

USE RESTRICTIONS FOR TRACTS

2.01 Property Subject to Restrictions. The Property, including all the individual Tracts therein, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner.

2.02 No mobile, manufactured or modular homes shall be permitted on any Tract.

2.03 No hunting blinds, feeders, nor structures of any kind within 100 feet of any property line shall be permitted on any Tract.

2.04 No junkyards shall be permitted on any Tract.

2.05 No pig farms shall be permitted on any Tract.

2.06 No commercial shooting ranges shall be permitted on any Tract.

2.07 No toxic waste dumping or burying or disposal of any kind shall be allowed that would pollute any stream or body of water, or adversely affect the natural beauty and value of the Property.

2.08 No cellular tower or other type of commercial tower shall be erected or placed upon the property.

2.09 Maintenance. Each Owner shall keep all Improvements on such Owner's Tract in good condition and adequately maintained at all times. Each Tract shall be maintained in a clean and neat manner, free of trash and litter at all times. No abandoned or inoperative equipment, vehicles, or junk shall be permitted on any Tract.

ARTICLE III ROAD EASEMENT AND MAINTENANCE

3.01 Grant of Easement. Declarant hereby reserves, grants and conveys to the Owners a perpetual nonexclusive easement for the purpose of providing ingress and egress over and across the Road for the benefit of the Tract Owners and their respective occupants, agents, employees, contractors and invitees and for emergency vehicles. Such easement area measures forty feet (40') in width within the Property and is more particularly described on Exhibit "B" attached hereto. Such easement grant and reservation includes a perpetual nonexclusive easement for the installation, inspection, use, operation, maintenance, replacement, upgrade and repair, as applicable, of the Road and utility lines and facilities located within the Road Easement. Each Owner adjoining the Road shall own to the middle of the Road, subject to this Road Easement.

3.02 Road Commission Agent. Until sufficient development occurs, Declarant will act as Road Commission Agent. "Sufficient development" shall have occurred when at least seventy-five percent (75%) of the total acreage within the Property is owned by Owners other than Declarant. Once sufficient development has occurred, a Road Commission Agent shall be elected by a majority vote of the Owners of the Road Maintenance Tracts (with each such Owner having one (1) vote per Tract owned). The Road Commission Agent will serve a term as agreed to by such Owners and can be replaced or renewed at any time by a majority vote of the Owners of the Road Maintenance Tracts. The Road Commission Agent shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards.

3.03 Road Maintenance and Improvement. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the Road in reasonably good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of Owners of the Road Maintenance Tracts is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, Owners of the Road Maintenance Tracts will be notified by the Road Commission Agent, cost estimates will be provided, and a majority vote of Owners of the Road Maintenance Tracts approving such expenditure will be required. No Owner shall perform any improvements or maintenance to the Road, except in case of emergency and/or by first notifying the Road Commission Agent. If any Owner performs improvements, maintenance, repairs or replacements of the Road without the approval of the other Owners prior to performing such work, the Owner performing such work shall be responsible for the entire cost and quality thereof.

3.04 Obstructions. The following is prohibited within the Road Easement at all times unless consented to in writing by all of the Owners: construction, installation, maintenance or existence of any Improvement, wall, fence, gate, curb, barrier, post or other impediment or obstruction of any kind upon, across or adjacent to any portion of the Road; storage or parking of any machinery, trailers, vehicles or other property upon, across or adjacent to any portion of the Road; use of the Road in connection with any use prohibited by the Restrictions; or any other use or action that would prevent or impair the use or exercise of the easement rights granted hereby.

3.05 Cost Sharing. Except as set forth in Section 3.04 hereof, road maintenance, repair and improvement costs shall be shared on a pro-rata basis, per Tract, between the Owners of the Road Maintenance Tracts. For example, if there are eight (8) Road Maintenance Tracts, the Owners thereof would each be responsible for a 1/8th share of the costs incurred. The Road Commission Agent shall provide all Owners with an updated copy of the cost allocations whenever changes are made thereto. In addition, the Road Commission Agent shall have the right to assess and collect a road maintenance assessment from each Owner of a Road Maintenance Tract in the initial amount of \$500.00 per year in order to create a reserve for road maintenance costs. The Road Commission Agent may adjust the road maintenance assessment by one percent (1%) annually, if necessary.

3.06 Disputes. If a dispute arises over any aspect of the improvement, maintenance, repair or replacement of the Road, a third-party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the Owners so long as it is not inconsistent with the terms of this Declaration. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third-party arbitrator, each Tract shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration in accordance with Section 3.06 hereof.

ARTICLE IV GENERAL PROVISIONS

4.01 Term. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date this Declaration is recorded. This Declaration shall be automatically extended for successive periods of twenty (20) years each time unless this Declaration is cancelled by a two-thirds (2/3) majority vote of the Tract Owners (with each Owner having one (1) vote per acre owned within the Property) and an appropriate document is recorded in the Llano County property records evidencing the cancellation of this Declaration.

4.02 Amendments. Except for any amendment affecting any existing Improvements, this Declaration may be amended or changed, in whole or in part, at any time by a two-thirds (2/3) majority vote of the Owners (with each Owner having one (1) vote per acre owned within the Property) and an appropriate document is recorded in the Llano County and/or Mason County property records evidencing the amendment of this Declaration.

4.03 Amendment by the Declarant. The Declarant shall have the right at any time, with the consent of the Owner(s) but without consent of any other Owner or other party, to amend the Restrictions by an instrument in writing duly signed, acknowledged, and filed for record so long as the Declarant owns at least one Tract and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Property as evidenced by the Restrictions.

4.04 Enforceability. The Declarant or any Tract Owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges imposed now or in the future by the provisions of this Declaration. If a court action or lawsuit is necessary to enforce this Declaration, the party(ies) prevailing in such action or lawsuit shall be entitled to recovery of its reasonable attorney fees and costs from the non-prevailing party(ies).

4.05 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

4.06 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

4.07 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners and the

Declarant, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

4.08 Terminology. The terms “herein”, “hereof” and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, Section or Article which such terms appear. The singular shall include the plural and vice versa.

4.09 Assignability. Declarant may assign and/or delegate its rights and privileges, duties, and obligations hereunder, which rights, privileges, duties, and obligations are and shall be assignable. In this connection, Declarant shall have the right, but not the obligation, to assign its right, privileges, duties, and obligations, in whole or in part, to any persons, civic group, and/or owners’ association. Declarant shall be relieved of any and all responsibility under this Declaration if and to the extent Declarant shall make such assignments.

4.10 Invalidity. Should any provision in this Declaration be deemed invalid or unenforceable, the remainder of this Declaration shall not be affected and each other term and condition shall be valid and enforceable to the extent permitted by law.

4.11 Notices. Notices to a Tract Owner under this Declaration shall be deemed sent upon delivery by certified mail or in person to the address to which the Tract Owner’s property tax bills are sent.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set its hand on this the _____ day of _____, 2021.

[signature follows on next page]

AFTER RECORDING RETURN TO:

