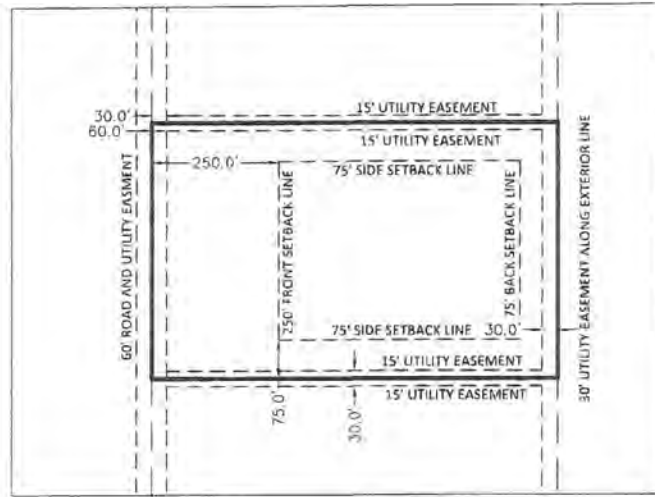
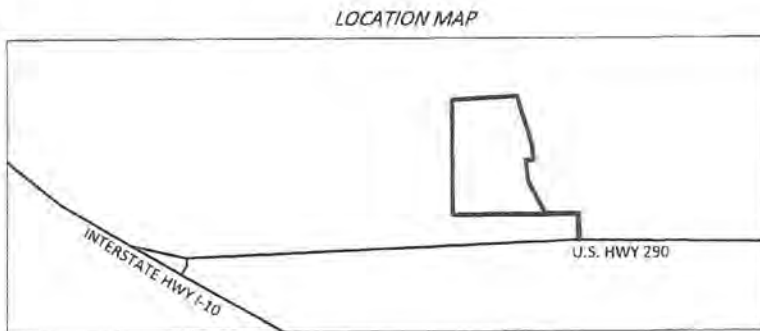


# LEGACY OAKS RANCH 57606

## KIMBLE COUNTY, TEXAS

SURVEY      GRANTEE      ABSTRACT      ACRES  
 107              J.F. WEAVER      1541              628.90

### UTILITY EASEMENTS - SET-BACK



**SUBDIVISION DISCLAIMERS:**

**NOTICE OF DEED RESTRICTIONS OR RESTRICTIVE COVENANTS:** All land within this subdivision is subject to certain deed restrictions or restrictive covenants which may limit or otherwise affect the use and enjoyment of the land by the owner. The restrictions or covenants are filed of record in the real estate or plat records of Kimble County, Texas.

**WATER:** Neither Kimble County, the developer, nor the subdivider is required to provide a supply of water to the tracts in this subdivision. A supply of running water is the sole responsibility of the owners of the tracts of land within the subdivision shown and platted hereon. This limitation does not affect the water rights pertaining to the individual tracts within the subdivision, nor does it modify or otherwise affect existing water supply facilities, e.g., windmills, water tanks, water troughs, and water pipe lines of the rights corresponding thereto.

**SEWAGE AND WASTE:** Kimble County will not provide waste/septic services to this subdivision. Any landowner wishing to build a structure on a tract in this subdivision must abide by Kimble County's requirements pertaining to waste/septic systems. The sewage and waste facilities existing or which may be constructed or installed by owners of the tracts within this subdivision must satisfy all applicable minimum state and county laws, rules, regulations and requirements as currently exist or which may be implemented or amended in the future.

**ELECTRICITY:** Kimble County will not provide utilities to tracts in this subdivision. Each tract of land must have access to electricity. Electric easements are Thirty (30') Ft. in width, being Fifteen (15') Ft. either side of all interior tract lines, and Thirty (30') Ft. along all exterior tract lines within this subdivision.

**ROADS AND STREETS:** Kimble County will not be responsible for road construction or maintenance in this subdivision. All roads on this subject property will be private roads. The roads, streets, ditches, bridges, crossings, culverts and other such facilities and improvements in this subdivision HAVE NOT BEEN DEDICATED to public use and Kimble County (the "County") is not obligated to construct or maintain such facilities and improvements, nor is the County responsible for constructing or maintaining any non-county roads which provide access to this subdivision. FURTHERMORE, acceptance or approval by the County of this plat does not imply, nor shall same be construed as an acceptance of dedication to the public of any such facilities and improvements in and to this subdivision. The County shall not be obligated in any way or manner, financial or otherwise, to construct or maintain the roads, streets, ditches, bridges, crossings, culverts and other such facilities and improvements; and the County is hereby fully and completely released and relieved from all such obligations or responsibilities, if any, with regard to this subdivision. Kimble County shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas and open spaces; the property owners in this subdivision shall be responsible for the maintenance of private streets, roads, drives, emergency easements, recreation areas and open spaces, and said owners agree to indemnify and save harmless Kimble County, from all claims, damages and losses arising out of or resulting from performance of the obligations of said owners set forth in this paragraph.

**NOTICE REGARDING FLOOD PRONE AREAS:** None of the tracts within subject subdivision are subject to the 100 year floodplain according to Community Panel Number 481232 04258

**OWNERSHIP:**

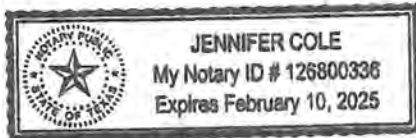
378.30 acres of land out of an Original Surveys in Kimble County, Texas, and being a part of the land described deed from CBJ Cunningham Investments, LTD, to HSW Land LLC, dated Sept. 28, 2021 and recorded in Volume 118, Page 26 of the Official Public Records of Kimble County, Texas.

I, the developer and owner of the land identified by abstract numbers recorded in the volume and page numbers shown on this final plat, and whose name is subscribed hereto, in person or through a duly authorized agent, acknowledge that this plat was made from a current survey performed on the ground and that it is intended that the land will be subdivided as indicated on the plat. No portion of the land within the subdivision is to be dedicated to public use.

*Collin Wood*  
 COLLIN WOOD, Authorized Agent

This instrument was acknowledged before me on the 9 day of Nov, 2021.

*Jennifer Cole*  
 Notary Public in and for the State of Texas



**BASIS OF BEARINGS**

BEARING BASIS HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, REFERENCE FRAME NORTH AMERICAN DATUM 1983 (2011) (EPOCH 2010.0000), AS DETERMINED FROM GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) SURVEY EQUIPMENT BY STATIC, VIRTUAL REFERENCE SYSTEM (VRS) NETWORK AND OR REAL TIME KINEMATIC (RTK). DISTANCES SHOWN HEREON ARE SHOWN AS GRID TEXAS STATE PLANE COORDINATE SYSTEM DISTANCES.

I, Wesley Ray Quinn, Registered Professional Land Surveyor of Texas, do hereby state that this plat represents an actual survey made under my direction to the best of my knowledge and ability, this the 23rd day of July, 2021.



*Wesley Ray Quinn*  
 Registered Prof. Land Surveyor  
 Texas Registration No. 6625

**Designated Representative:**

This plat of Legacy Oaks Ranch has been submitted and considered by the designated representative of Kimble County, Texas.

Dated this 9th day of November, 2021  
*Mike McDougall*  
 MIKE McDOUGALL  
 LICENSE #: 0028826

Approved for filing (this 9th day of Nov 2021) County

Commissioners Court, Kimble County, Texas.

By: *Delbert R. Roberts*  
 DELBERT R. ROBERTS, KIMBLE COUNTY, JUDGE

Filed for record on the 9th day of Nov 2021 at 3:00 o'clock P.M.

Recorded on the 22 day of Nov 2021 at 2:26 o'clock P.M. in

Volume 2 at Pages 15-16 of the Plat Records of Kimble County, Texas.

*Haydee Jones*  
 County Clerk, Kimble County, Texas

**LEGACY OAKS RANCH SUBDIVISION OF KIMBLE COUNTY, TEXAS**  
**FIRST TRACT:**

BEING A 378.30 ACRE TRACT OF LAND OUT OF THE J.F. WEAVER, SURVEY No. 107, ABSTRACT No. 1541, KIMBLE COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED FROM TOM E. STEWART TO DOUBLE B BAR RANCH, LLC, DATED APRIL 5, 2002, AND RECORDED IN VOLUME 151, PAGE 435, DEED RECORDS, KIMBLE COUNTY, TEXAS.

**SECOND TRACT:**

A NON-EXCLUSIVE ACCESS AGREEMENT OVER AND ACROSS 1.05 ACRES OF LAND, OUT OF THE G.C. & S.F., R.R., Co., SURVEY No. 19, ABSTRACT No. 1058, D.C. PATTISON, SURVEY No. 106, ABSTRACT No. 1521, THE J.F. WEAVER, SURVEY No. 107, ABSTRACT No. 1541, AND THE L. & S.V., SURVEY No. 1011, ABSTRACT No. 1283, AND BEING THE SAME TRACT OF LAND DESCRIBED IN A WARRANTY DEED FROM OEHLER TO SPROWL, RECORDED IN VOLUME 114, PAGE 837, DEED RECORDS, KIMBLE COUNTY, TEXAS



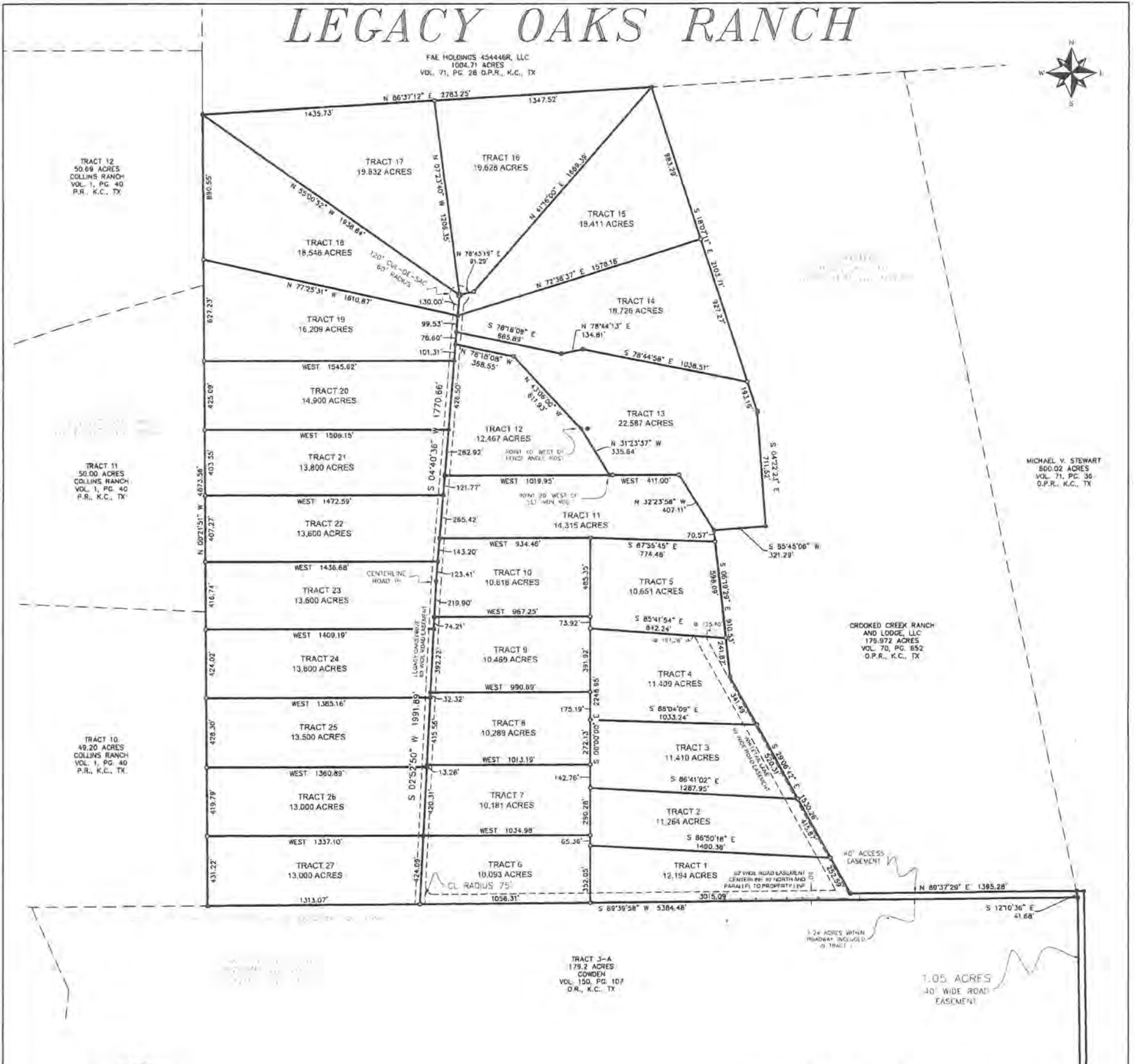
FIRM NO. 10194241  
 P.O. BOX 3506 SAN ANGELO, TEXAS  
 PHONE: (325) 939-0043 EMAIL: info@mqib.com  
 Copyright 2021 All Rights Reserved

FIELD: GS JF  
 OFFICE: WQ GS  
 JOB NO.: 21070089

COVER PAGE  
 PAGE 1 OF 2

# LEGACY OAKS RANCH

FAE HOLDINGS 454446R, LLC  
1004.71 ACRES  
VOL. 71, PG. 28 O.P.R., K.C., TX



TRACT 12  
50.00 ACRES  
COLLINS RANCH  
VOL. 1, PG. 40  
P.R., K.C., TX

TRACT 11  
50.00 ACRES  
COLLINS RANCH  
VOL. 1, PG. 40  
P.R., K.C., TX

TRACT 10  
49.20 ACRES  
COLLINS RANCH  
VOL. 1, PG. 40  
P.R., K.C., TX

MICHAEL V. STEWART  
500.02 ACRES  
VOL. 71, PG. 36  
O.P.R., K.C., TX

CROOKED CREEK RANCH  
AND LODGE, LLC  
179.972 ACRES  
VOL. 70, PG. 552  
O.P.R., K.C., TX

TRACT J-A  
179.2 ACRES  
COWDEN  
VOL. 150, PG. 107  
O.P.R., K.C., TX

### LEGEND

- SET 1/2" IRON ROD
  - FOUND 1/2" IRON ROD
  - ⊙ SET RAILROAD SPIKE
  - ⊕ FENCE CORNER POST PIPE
  - ⊖ FENCE CORNER POST WOOD
  - POINT
  - 600 NAIL
  - SUBJECT PROPERTY BOUNDARY
  - ADJACENT PROPERTY LINE
  - EASEMENTS
  - FENCE
  - R.O.W. RIGHT-OF-WAY
- P.R., K.C., TX PUBLIC RECORDS, KIMBLE COUNTY, TEXAS  
D.R., K.C., TX DEED RECORDS, KIMBLE COUNTY, TEXAS

### BASIS OF BEARINGS

BEARING BASIS HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, REFERENCE FRAME NORTH AMERICAN DATUM 1983 (2011) (EPOCH 2010.0000), AS DETERMINED FROM GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) SURVEY EQUIPMENT BY STATIC, VIRTUAL REFERENCE SYSTEM (VRS) NETWORK AND OR REAL TIME KINEMATIC (RTK). DISTANCES SHOWN HEREON ARE SHOWN AS GRID TEXAS STATE PLANE COORDINATE SYSTEM DISTANCES.

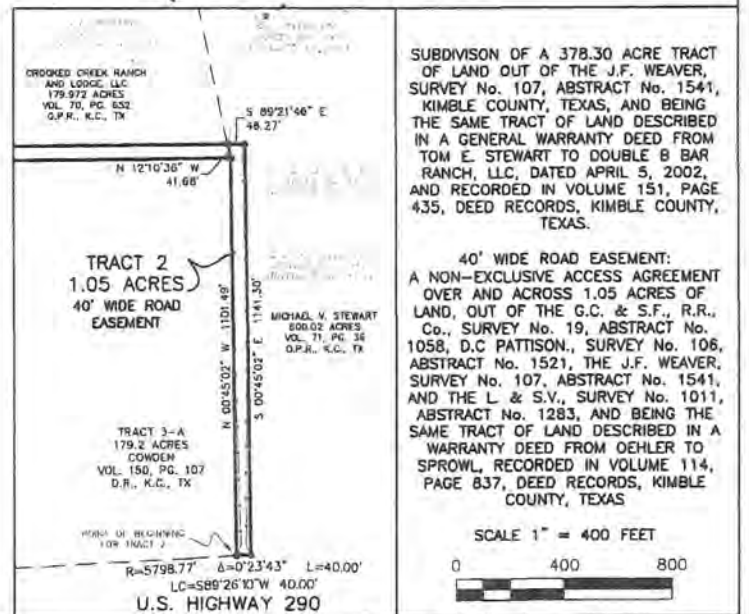
I, Wesley Ray Quinn, Registered Professional Land Surveyor of Texas, do hereby state that this plat represents an actual survey made under my direction to the best of my knowledge and ability, this the 23rd day of July, 2021.



*Wesley Ray Quinn*

Registered Prof. Land Surveyor  
Texas Registration No. 6625

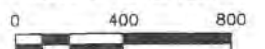
DETAIL OF 40' WIDE ROAD EASEMENT  
SCALE 1"=300'



SUBDIVISION OF A 378.30 ACRE TRACT OF LAND OUT OF THE J.F. WEAVER, SURVEY No. 107, ABSTRACT No. 1541, KIMBLE COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED FROM TOM E. STEWART TO DOUBLE B BAR RANCH, L.L.C., DATED APRIL 5, 2002, AND RECORDED IN VOLUME 151, PAGE 435, DEED RECORDS, KIMBLE COUNTY, TEXAS.

40' WIDE ROAD EASEMENT:  
A NON-EXCLUSIVE ACCESS AGREEMENT OVER AND ACROSS 1.05 ACRES OF LAND, OUT OF THE G.C. & S.F., R.R., Co., SURVEY No. 19, ABSTRACT No. 1058, D.C. PATTISON, SURVEY No. 106, ABSTRACT No. 107, ABSTRACT No. 1541, AND THE L. & S.V., SURVEY No. 1541, ABSTRACT No. 1283, AND BEING THE SAME TRACT OF LAND DESCRIBED IN A WARRANTY DEED FROM DEHLER TO SPROWL, RECORDED IN VOLUME 114, PAGE 837, DEED RECORDS, KIMBLE COUNTY, TEXAS

SCALE 1" = 400 FEET



HSW LAND, LLC

TO

THE PUBLIC

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS                   §

COUNTY OF KIMBLE                   §

THAT WHEREAS, HSW LAND LLC, a Texas series limited liability company, herein called "Declarant", is the record owner of all that tract or parcel of land being 378.3 acres, more or less, situated in Kimble County, Texas, comprised of 378.3 acres out of the J.F. Weaver Survey No. 107, Abstract 1541 and a non-exclusive access agreement over and across 1.05 acres of land, out of G.C. & S.F., R.R. Co., Survey No. 19, Abstract No. 1058, D.C. Pattison, Survey No. 106, Abstract No. 106, Abstract no. 1521, The J.F. Weaver Survey No. 107, Abstract No. 1541, and the L. & S.V. Survey No. 1011 Abstract No. 1283, and being the same tract of land described in a warranty deed from Oehler to Sprowl, recorded in Volume 114, page 837, deed records, Kimble County, Texas. Said 378.3 acre tract of land is on the Legacy Oaks Ranch plat on Exhibit "A", attached hereto and made a part hereof. ("Property"); and

WHEREAS, Declarant will hold, sell and convey the above described Property subject to certain protective covenants, reservations, conditions, restrictions and charges as hereinafter set forth.

NOW, THEREFORE, it is hereby declared that all of the above referred Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the land and shall be binding on all parties having a right, title or interest in or to the above described Property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and any Lot or deed which may hereafter be executed in connection with said Property, or any part thereof, shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said Lot or deed.

**I.  
DEFINITIONS**

1.01. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the above described Property, excluding however, those having any interest therein merely as security for the performance of an obligation.

1.02. "Lot" shall refer to any portion of the Property, as owned by any Owner.

**II.  
RESTRICTIONS**

2.01 All Lots shall be used solely for residential and agricultural purposes as hereinafter set out. A residential structure may be interpreted to be a permanent residential dwelling, a short-term rental (such as a guesthouse or bed and breakfast,) or a long-term rental dwelling.

2.02 Not more than two (2) single-family dwellings may be erected on any Lot. Two (2) guest houses and other related outbuildings such as barns, animals shelters, etc., may also be constructed.

2.03 Single-family dwellings shall contain a minimum of 1,200 square feet of living area and guest houses shall contain a minimum of 800 square feet of living area. For purposes of this restriction the term "living area" shall mean that area of a dwelling which is heated and cooled, exclusive of porches, breezeways, carports, garages or basements. A barndominium shall be permitted, but the living space must comply with the minimum living area as set forth in this Paragraph 2.03, and the exterior of the living space of any barndominium must comply with all other requirements set forth herein. During construction of the principal dwelling, an Owner may live in one (1) recreational vehicle or camper on Owner's Lot for a period not to exceed eighteen (18) months or upon completion of the principal dwelling, whichever occurs first. All other provisions set forth in this Declaration of Covenants, Conditions and Restrictions must be complied with and are enforceable.

2.04 Up to two (2) guest houses or other improvement located on a Lot may be used for short-term rentals, including but not limited to a bed and breakfast, Air B&B, Vacation Rental By Owner, etc. Short-term rental shall be defined as an improvement being rented by the public for consideration, and used for dwelling, lodging, or sleeping purposes for any period less than thirty (30) days. Additionally, a principal dwelling on a Lot may be used as a short-term rental, but in no event may the principal dwelling be occupied as a short-term rental for more than 182 non-consecutive days per year. A guest house is allowed to be built before the primary home, but if a guest house is constructed first, the primary home must be completed within 24 months of beginning construction on the guest home.

2.05 The exterior of any building shall be completed not later than eighteen (18) months after the commencement of construction.

2.06 All dwellings shall be newly constructed and erected on site. Mobile/pre-manufactured homes shall not be used as a dwelling, nor stored on any Lot. Modular, off-site manufactured homes are permitted but must have a concrete foundation poured on site. The term dwelling house (for purposes set out in this paragraph) shall include guest houses. All guest houses must also have a concrete foundation poured on site. Mobile cabins/tiny homes are not permitted. An Owner shall be entitled, however, to incorporate historical and other previously used building materials and fixtures into a newly constructed dwelling.

2.07 A residence or dwelling shall not be occupied until the exterior thereof shall be completely finished and plumbing is connected to a septic system or other water disposal system which has been approved by Kimble County and/or State of Texas Health Department and/or other governing body regulating wells and septic systems. Septic systems must meet the minimum building setbacks from property lines and be over the minimum distance from a water well per state regulations.

2.08 Save and except provisions set forth in Paragraph 2.03, farm and ranch equipment, trailers, recreational vehicles, boats and UTV/ATV equipment must be stored at least 100 feet from all Lot boundary lines, and must be reasonably screened from view and located within a three-sided improvement, located to the rear of the principal dwelling.

2.09 There shall be no further subdivision of Lots.

2.10 All swimming pools shall be constructed substantially at grade, but under no circumstances may a pool be more than three (3) feet above the natural grade with the exception of the pre-existing swimming pool on tract #13 which is grandfathered in.

2.11 Barns, stables, pens, fences and other similar improvements may be made or erected on a Lot prior to construction of the principal dwelling.

2.12 No structure shall be erected on any Lot nearer than two hundred fifty feet (250') from the front, or seventy-five feet (75') side or rear property line. Placement of all animal shelters shall be to the rear of the principal dwelling.

2.13 Lots shall not be used for any commercial purposes, except permanent agricultural crops including vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures) and livestock production. No industrial pursuit or enterprise shall be permitted to be conducted on any Lot. Industrial pursuit or enterprise shall mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state for sale or distribution to third parties (other than a cottage industry by an artisan, i.e. artist, painter, photographer, wood, metal or glass sculptor or fabricator) and shall be inclusive of, but not exclusive of: Auto painting and repair; heavy machinery operation or storage; welding or machine shop or machining business; concrete products manufacture. Additionally, there shall be no commercial dog kennels or dog boarding on any Lot, and the number of dogs permitted on any Lot shall not exceed five (5). Selling of deer or wildlife hunts is strictly prohibited including leasing land for hunting, day hunts, or trapping and selling deer off the property.

2.14 Abandoned or inoperative equipment, vehicles or junk shall not be permitted, placed or stored on any Lot.

2.15 Swine shall not be kept on any Lot. Other livestock, pets and poultry shall be permitted provided said livestock is kept within the boundaries of said Lot at all times, and provided they are not offensive to adjacent landowners by smell, sight, sound or otherwise and do not result in overgrazing. There shall not be any commercial feeding operations or commercial breeding of animals conducted on a Lot. Agricultural animals used for grazing said property while simultaneously raising young (i.e. cow/calf operation) shall not be considered commercial breeding of animals. The maximum number of animals allowed will be ½ animal unit per acre. For example, on a 10 acre tract, you could have 5 cows, 4 horses, or 31 spanish goats. Numbers will be rounded. Animal unit equivalents will be determined by the current NRCS chart for Texas.

2.16 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. Garbage or refuse shall not be disposed of or buried on any Lot.

2.17 All perimeter fences or interior fences erected on any Lot shall be of new material and professional in appearance, and completed in a good and workmanlike manner regarding quality and appearance. There shall be no interior fencing on any Lot higher than 60 inches from the base of the ground. No "high-fencing" of Lots shall be allowed.

2.18 Prolonged or consistent discharging of firearms or target practicing shall not be allowed on any Lot. Any use of firearms whatsoever shall only be by the owners of Lots and their immediate family. Personal safety of owners and owners of neighboring Lots shall be of prime consideration. Subleasing for hunting is specifically forbidden, and there shall be no commercial hunting on the Property. All hunting shall be for recreational purposes only. Hunting with center-fire rifles is allowed on all lots except numbers 6, 7, 8, 9, 10 & 12. Archery hunting and turkey and migratory bird hunting with shotguns shall be permitted on all lots. All hunting must be done in compliance with the rules and regulations of Texas Parks and Wildlife Department. Rifle hunting must be done where the direction of shooting is towards the exterior perimeter of the subdivision to where bullets will not travel to the interior lots for the safety of other residents.

2.19 Mineral exploration of any type which will damage the surface shall not be permitted on any Lot.

2.20 The undersigned reserves unto itself and/or its assigns, an easement for utility purposes, fifteen (15) feet wide on each side of all Lot lines and public roadways and thirty (30) feet along the entire perimeter (boundary) of the herein described property for the installation and maintenance of electric, telephone and other utility lines and easements for anchor guy combinations wherever necessary, and reserves the right to trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises for employees of utility companies owning said lines. Permission for electric line guy wires may not be withheld.

2.21 No cellular tower, wind turbine or other type of commercial tower or antennae shall be erected or placed upon the Property without the prior consent of the Declarant. Residential towers to provide internet and phone service shall be permitted on Lots, but in no event shall a tower be greater than thirty-five feet (35') in height. Any solar panels located on a Lot must be installed on the roof of any improvements, and panels must maintain the pitch of the existing roof.

2.22 All Lots and Owners shall be subject to a wildlife management plan ("Wildlife Plan") for the Property that meets the requirements of Texas Parks and Wildlife Department, the Kimble County Tax Assessor and the Kimble County Appraisal District such that the Property may be appraised as qualified open space land under the Texas Tax Code, Chapter 23, Subchapter D. The Wildlife Plan shall require that all Lots and Owners follow and are subject to the wildlife use requirements set forth therein, and each Owner shall be subject to a written agreement that legally obligates said Owner of each Lot to perform the management practices and activities necessary for each Lot to qualify for an appraisal based on wildlife management use. The Wildlife Plan will also require that each Lot must also independently meet all the qualifications for agricultural appraisal based on wildlife management use, including the implementation on each tract three or more specific wildlife management practices listed in Texas Tax Code §23.51(7)(A) (habitat control, erosion control, predator control, providing supplemental water, providing supplemental food, providing shelters, or conducting census counts), with the exception that the minimum acreage requirements, if applicable, are slightly lower for land in a wildlife management plan.

### III. GENERAL PROVISIONS

3.01 ENFORCEMENT. Declarant, its successors or assigns, or any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, conditions, and restrictions of this Declaration. Failure of Declarant or any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Declarant, for itself, its successors or assigns, reserve the right to enforce this Declaration, though it may have previously sold and conveyed all Lots controlled hereby. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any term, provision, covenant, conditions or restrictions herein contained.

3.02. PARTIAL INVALIDITY. Invalidation of any one of the covenants or restrictions, contained herein, by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

3.03. TERM. The covenants, conditions and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of, and be enforceable by or the Owner of any Lot subject to this instrument, and their respective legal representatives, heirs, successors and assigns, and shall be effective until December 31, 2050, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless amended as provided herein. The covenants, conditions and restrictions contained in this instrument may be amended at any time after December 31,

2030, by an instrument signed by not less than the Owners of seventy-five percent (75%) of the acreage contained with the above described Property. No amendment shall be effective until duly recorded in the Real Property Records of Kimble County, Texas, nor until the approval of any governmental regulatory body, which may be then required, shall have been obtained. The covenants, conditions and restrictions may be amended any time by an instrument signed by the owners of not less than one hundred percent (100%) of the above described Property.

3.04 AMENDMENT. Notwithstanding anything to the contrary, Declarant shall have the right at any time, at its sole discretion and without any joinder or consent of any other party to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant in its sole judgement. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Kimble County, Texas.

3.05 WAIVER AND LACHES. The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Failure of Declarant, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

3.06 INDEMNIFICATION. By acceptance of each warranty deed, Owners agree to indemnify and hold harmless Declarant, its successors and/or assigns, for any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of these Covenants, Conditions and Restrictions.

As additional consideration for purchasing a Lot and/or owning a portion of the Property, Owners hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Declarant from any and all liability, claims, demands, action and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Owner, or to any Lot, whether caused by Declarant, or otherwise. Declarant hereby makes no representations or warranties regarding any taxing authorities, valuations or exemptions that may be in place as of the date of filing. Furthermore, Declarant shall have no liability to maintain any exemptions from appraised property values used in determine local property taxes.

EXECUTED this 16<sup>th</sup> day of November, 2021.

[SIGNATURES TO FOLLOW ON NEXT PAGES]

DECLARANT:

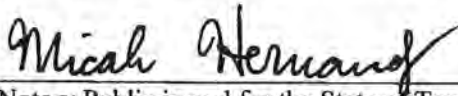
HSW LAND, LLC,  
a Texas series limited liability company

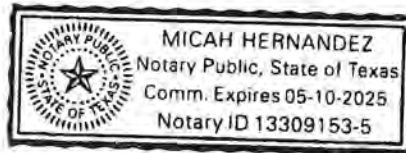
By:   
JESS COLLIN WOOD, Manager

THE STATE OF TEXAS     §

COUNTY OF KIMBLE       §

This instrument was acknowledged before me on this the 16<sup>th</sup> day of November, 2021,  
by JESS COLLIN WOOD, Manager of HSW LAND, LLC, a Texas series limited liability company.

  
Notary Public in and for the State of Texas





**CONSENT BY LIENHOLDER**

The Lienholder, The Bank and Trust, s.s.b., consents to this Declaration of Covenants, Conditions and Restrictions ("Restrictions") by HSW LAND, LLC, a Texas series limited liability company. The Lienholder acknowledges that the filing and recording of these Restrictions is not a violation of, nor shall it trigger any due on sale clauses or other default provisions of that original Deed of Trust by and between HSW LAND, LLC as Grantor and The Bank and Trust, s.s.b., dated December 17, 2020 and recorded at Instrument No. 20207949 of the Official Records of Kimble County, Texas.

**THE BANK AND TRUST, S.S.B.,**  
a Texas state savings bank

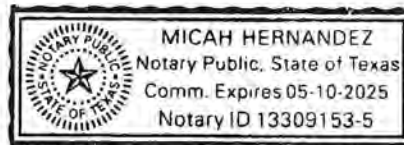
By: *Darcy Weishuhn*  
Name: Darcy Weishuhn  
Title: Vice President

STATE OF TEXAS

COUNTY OF Tom Green

This instrument was acknowledged before me on November 16, 2021, by Darcy Weishuhn, Vice President of The Bank and Trust, s.s.b., a Texas state savings bank, on behalf of said bank.

*Micah Hernandez*  
Notary Public, State of Texas



DOC #00000057544  
OPR VOL 120 PAGE 64 - 70 (7 PAGES)

FILED FOR RECORD  
AT 3:45 O'CLOCK P. M.  
ON THE 17th DAY OF November  
A.D., 20 21  
Hon. Hayden Torres  
COUNTY AND DISTRICT CLERK  
KIMBLE COUNTY, TEXAS  
BY *[Signature]*  
Karen Page/Carolyn Lawhorn, Deputy

STATE OF TEXAS  
COUNTY OF KIMBLE  
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Kimble County, Texas



COUNTY AND DISTRICT  
CLERK KIMBLE  
COUNTY, TEXAS

HSW LAND, LLC

TO

THE PUBLIC

**DECLARATION OF ROAD MAINTENANCE AGREEMENT  
AND ROADWAY EASEMENT**

THE STATE OF TEXAS §

COUNTY OF KIMBLE §

THAT, HSW LAND, LLC, a Texas limited liability company, is the owner of that tract or parcel of land known as Legacy Oaks Ranch, a platted subdivision in Kimble County, Texas, as shown on that certain survey plat recorded in the Official Records of Kimble County, Texas (hereinafter referred to as the "Subdivision") and, as such, desiring to create and carry out a uniform plan for the maintenance of a roadway to provide ingress, egress and regress to the tracts out of the Property, as herein described, and for the purpose of protecting the value and desirability of the Property, do hereby adopt and establish the following covenants and conditions to run with the land and to apply in the use, occupancy, and conveyance of the Property, which covenants and conditions shall be binding on all parties having a right, title or interest in or to the hereinafter described Property or any part thereof, and their heirs, successors and assigns, and which covenants and conditions shall inure to the benefit of each owner thereof; and each contract or deed which may be executed with regard to any of such Property shall be conclusively held to have been executed, delivered and accepted, subject to the following covenants (the headings being employed for convenience only and not to be controlling over content):

**I.  
DEFINITIONS**

"Declaration" shall mean this instrument as it may be amended from time to time.

"Declarant" shall mean and refer to HSW LAND, LLC, a Texas limited liability company, its successors and assigns, if successors or assigns should acquire all of the undeveloped and unsold lots or acreage from the Declarant for the purpose of development.

"Trustee" shall mean HSW LAND, LLC, or such other Owner who, pursuant to the terms and provisions of Article IV of this Agreement (dealing with Trustee) becomes a successor person or entity charged with the rights, privileges, duties, obligations, and liabilities assigned to the Trustee in this Agreement.

"Owner" shall mean and refer to the record owner, whether one or more persons of a fee simple title to any Tract, or any subdivision of a Tract, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation, and their heirs, successors and assigns.

"Property" shall mean and refer to that certain real property which is out of the Legacy Oak Ranch which comprises a platted subdivision in Kimble County, Texas, as shown on that certain survey plat recorded in the Official Records of Kimble County, Texas.

"Lot" shall mean any tract of the Legacy Oaks Ranch Property as shown on that certain survey plat recorded in the official Records of Kimble County, Texas.

"Roadway easements" shall mean the easements for ingress, egress and regress to be appurtenant to the Property to be granted to all Owners of a Lot and which shall be subject to a maintenance agreement. The real property to be subject to the roadway easement shall be the roads named Legacy Oaks Drive and

Whitetail Lane as shown on the Legacy Oaks Ranch plat recorded in the official records of Kimble County, Texas.

## **II. ROADWAY EASEMENTS**

2.01 Attached hereto as Exhibit "A" is the Legacy Oaks Ranch Plat and incorporated herein is a description of one (1) forty (40) foot wide tract of land and one (1) (60) foot wide tract of land (collectively, "Roadway Tract").

2.02 Declarant hereby reserves, grants, conveys and assigns a perpetual, non-exclusive ingress, egress and regress easement, over, across and upon the Roadway Tract more particularly described in Exhibits "B" and "C" for the free and uninterrupted access to and from the above-referenced Lots for the use and benefit of the Owners, their heirs, successors, assigns, and their agents, invitees, guests and permittees. The easement shall be appurtenant to each and every Lot within the Property.

2.03 THE ROADWAY CONSTRUCTED UPON THE ROADWAY TRACT WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF LOTS WITHIN THE PROPERTY.

2.04 ALL ROADWAYS PROVIDING ACCESS TO THE SUBDIVISION, A PLATTED SUBDIVISION IN KIMBLE COUNTY, TEXAS, (THE "SUBDIVISION") SHALL BE PRIVATELY MAINTAINED BY THE OWNERS OF LOTS IN THE SUBDIVISION. KIMBLE COUNTY, TEXAS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE ROADWAY TRACT. THE ROADWAY TRACT FOR ACCESS TO THE SUBDIVISION WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF LOTS WITHIN THE SUBDIVISION. BY ACCEPTANCE OF A DEED TO A LOT WITHIN THE SUBDIVISION, EACH OWNER OF SUCH LOT COVENANTS AND AGREES TO WAIVE ANY RIGHT SUCH OWNER MAY HAVE TO DEMAND OR COMPEL THE MAINTENANCE OR REPAIR OF THE ROADWAYS OF THE SUBDIVISION BY KIMBLE COUNTY, TEXAS AND IS ESTOPPED FROM DOING SO.

2.05 Each Owner agrees that no Owner may impede, block, obstruct or otherwise interfere with the use of the roadway easement by any other Owner.

## **III. MAINTENANCE AGREEMENT**

3.01 Each Owner agrees to pay all assessments which may be made on their respective Lot for the purpose of maintaining, repairing and replacing a roadway upon the Roadway Tract. These expenses (herein "Maintenance Expenses") may include, but shall not be limited to, (1) the reconstruction, repair, maintenance, upkeep or replacement of the roadway, shoulders, drainage ditches, entrance way located at Highway 290 including mechanical gate and entry, and landscaping at the entrance, and (2) the costs of professional and other outside services, labor, equipment, and materials necessary to carry out the purpose as set out herein.

3.02 Beginning January 1, 2022, the Owners of all Lots shall pay to the Trustee \$500.00 per year (the annual maintenance assessment) without deductions, set off or prior demand, as its contribution to costs and expenses for the repair, maintenance, restoration and improvement of the Roadway Tract. The annual fee will also be used for the repair, maintenance, restoration and improvement of the two (2) electric gates. The first gate is at HWY 290 and the second is in the Southeast corner of Tract #1.

3.03 In the event the Trustee has obtained proposals and bids for repair, maintenance and improvement of the roadway which will exceed the annual maintenance assessments (extraordinary maintenance expense), notice shall be given to each owner in writing at their mailing address for receipt of tax statements from the Kimble Central Appraisal District, fifteen (15) days prior to the proposed date of a meeting to consider proposed extraordinary Maintenance Expenses, together with a notification of the place of meeting which shall be in Kimble County, Texas. A quorum for the purpose of approving a proposal for an extraordinary Maintenance Expense expenditure shall be the attendance of Owners, or their agents acting by written proxy, owning at least 50% of the Lots within the Property. Approval by Owners, or their agents acting by written proxy, representing more than 50% of the Lots in attendance at a quorum shall be required for the approval of an extraordinary maintenance assessment for the extraordinary Maintenance Expense.

3.04 Any Owner who shall fail to deliver their annual maintenance assessment or their extraordinary maintenance assessment to the Trustee, within thirty (30) days of the date of receipt of notice of assessment, shall be in default. In the event any Owner shall advance the amount which is due by the defaulting Owner for the payment of the defaulting Owner's maintenance assessment, the advancing Owner shall be entitled to recover from the defaulting Owner the amount in default, interest at the rate of 10.00% per annum from and after the date that the defaulted amount is advanced by the advancing Owner, together with court costs and reasonable and necessary attorney's fees incurred in collection. The maintenance assessments, together with interest, court costs and reasonable and necessary attorney's fees shall be a charge on the defaulting Owner's Lot and shall be secured by a continuing lien upon the Lot provided a notice of lien has been filed in the Official Public Records, Kimble County, Texas. The inception date of the lien shall be the date of its filing. The lien to secure the payment of maintenance assessments shall be subordinate to the lien of any home equity, purchase money or improvement lien made upon the Lot. The validity, enforcement, and priority of the lien shall be subject to the filing of a notice of default in the payment of maintenance assessments in the Official Public Records of Kimble County, Texas.

#### **IV. TRUSTEE**

4.01 Term of Office. Except as otherwise provided in this Article IV, the term of office for the Trustee shall commence upon the effective date of this Agreement and shall end upon the earliest of the following dates:

Two (2) years from commencement of the term of office, the date of death of the Trustee, the effective date of the resignation of the Trustee, the date of removal from office in accordance with the terms and provisions of Section 4.02, or the expiration of the maintenance term of this Agreement.

4.02 Resignation or Removal from Office. The Trustee, in the sole and absolute discretion of the Trustee, may resign effective as of thirty (30) days next following written notice to all other Owners. The Trustee may be removed from office without cause by the Owners (in number, not in acreage ownership) representing at least two-thirds (2/3rds) of the total number of Lots.

4.03. Election of Successor of Trustee. Upon expiration of the term of office or the resignation or removal from office of the Trustee, any Owner may, upon ten (10) calendar days written notice to all other Owners, call a meeting of Owners for the purpose of appointing a successor Trustee. The successor Trustee must be an Owner and the appointment of a successor Trustee shall require approval of the Owners representing more than fifty percent (50%) of the total number of Lots.

4.04. Accounting. On or before January 15 of each calendar year, the Trustee shall provide an accounting in writing to all of the Owners of the receipts and expenses for the prior calendar year, supported by evidence of the source of the receipt and the statement and/or invoice for any expense incurred.

4.05. **Bank Account.** The Trustee shall open an interest-bearing account at a financial institution of Trustee's choice, and deposit all monies paid for Maintenance Expenses, whether contributed annually or in a special assessment. The bank account shall be in the name of the Trustee, for the benefit of the owners of individual Lots, and collectively, for the benefit of the Property. The Trustee shall provide statements of the bank account to Lot owners within ten (10) days of said request.

**V.  
TERM**

The covenants and conditions set forth in this Declaration are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until December 31, 2045, at which time said covenants and conditions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by Owners owning at least two-thirds (2/3rds) of the Lots in the Property has been recorded agreeing to terminate said covenants and conditions in whole or in part.

**VI.  
ENFORCEMENT**

Any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, restrictions, and conditions of this Declaration. Failure of any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default.

**VII.  
PARTIAL INVALIDITY**

The invalidation of any of the terms, provisions, covenants, restrictions, or conditions contained in this Declaration, by judgment, court order, operation of law or otherwise, shall in no way affect the validity any of the other terms, provisions, covenants, restrictions, or conditions hereof, which shall remain in full force and effect.

**VIII.  
AMENDMENT**

The Owners (but expressly excluding their respective mortgagee's, if any) of at least 75% of the Lots in the Property may amend this Declaration by executing and filing an instrument containing such amendment, in the office of the County Clerk of Kimble County, Texas.

**IX.  
WAIVER AND LACHES**

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations.

**X.  
ADDITION OF LAND**

Declarant, its successors and assigns, shall, without the consent or approval of any of the other owners, have the right at any time to extend the easement rights to additional property adjacent, contiguous or nearby to the Property. Declarant may, at any time and from time to time, add any other land to the Property, and upon such addition, this Declaration shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land unless a supplemental declaration shall provide for changes to this Declaration to address the added property. In order to add lands to the Property, Declarant will be required only to record in the Official Public Records of Kimble County, Texas, a notice of addition of land in the form of a supplemental declaration containing the following provisions:

- A. A reference to this Declaration; and
- B. A statement that the provisions of the Declaration shall apply to the added land and a legal description of the added land.

**XI.  
BINDING EFFECT**

This Agreement shall inure to the benefit of and be binding upon the Owners and their respective heirs, successors and assigns.

EXECUTED by said Declarant, this 17<sup>th</sup> day of November, 2021.

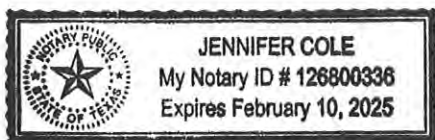
DECLARANT:

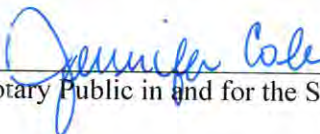
HSW LAND, LLC,  
a Texas limited liability company

By:   
JESS COLLIN WOOD, Manager

THE STATE OF TEXAS        §  
COUNTY OF KIMBLE §

This instrument was acknowledged before me on this the 17 day of November, 2021, by JESS COLLIN WOOD, Manager of HSW LAND, LLC, a Texas limited liability company.



  
Notary Public in and for the State of Texas