



18 pgs  
RES

202118364

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CROSS TIMBER RANCH**

THE STATE OF TEXAS       §  
COUNTY OF BURNET       §

**WHEREAS**, Recreational Land Sales, LLC, a Texas limited liability company, (herein collectively called "Declarant") is the Owner of a certain tract or parcel of land in Burnet County, Texas, being all of that certain tract of land containing a total of 1471.9 acres, more or less, and being more particularly described at **Exhibit A**, (herein called the "Property");

**AND, WHEREAS**, the Declarant desires to sell Ranches (as defined below) within the Property;

**AND, WHEREAS**, the Declarant proposes to establish and implement a grazing association for the benefit of and to be binding upon all the Owners (as defined below);

**AND, WHEREAS**, the purposes of this Declaration are to protect Declarant and its successors and assigns and the Owners against improper development and use of the Ranches within the Property; to provide for management of the Property; to establish and enforce design and construction standards and criteria to achieve an aesthetically harmonious environment that will promote the general welfare of the Declarant and the Owners within the context of a grazing

association where the owners share the benefits and burdens of managing the herd or herds through cooperation with a grazing association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, the Declarant hereby declares that (i) all of the Property shall be held, sold, conveyed and occupied 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 Property and same shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof; and that (ii) each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out or referred to in said contract or deed.

#### ARTICLE I DEFINITIONS

**1.01 Certificate of Formation.** The Certificate of Formation for the Grazing Association as filed with the Texas Secretary of State, as amended from time to time according to the provisions thereof.

**1.02 Common Area.** Shall mean all real property owned by the Grazing Association for the common use and enjoyment of the Owners designated as such on the plat.

**1.03 Declarant.** Shall mean and refer to Recreational Land Sales, LLC, a Texas limited liability company, and its successors and assigns.

**1.04 Declaration.** Shall mean this Declaration of Covenants, Conditions and Restrictions for Cross Timber Ranch, as same may from time to time be supplemented and amended.

**1.05 Development Period.** Shall mean the period of time beginning on the date in which this Declaration is recorded in the Official Public Records of Burnet County, Texas, and ending at the later of (i) such time as three years have elapsed from the date the Development Period begins; or (ii) the date on which Declarant no longer owns any of the Property (including any additional properties made subject to this Declaration). Declarant shall have the right to terminate the Development Period at an earlier date by written instrument recorded in the Official Public Records of Burnet County, Texas.

**1.06 Grazing Area.** The Grazing Area is the area of the Ranches which is not enclosed by a fence.

**1.07 Grazing Association.** Shall mean and refer to Cross Timber Grazing Association (or the grazing association to be formed as described herein under whatever name designated), a Texas non-profit corporation, its successors and assigns, which shall be formed by the Declarant.

**1.08 Grazing Board.** Shall refer to the Board of Directors of the Grazing Association.

**1.09 Improvement.** Shall mean a residential dwelling, any permanently detached structure greater than 150 square feet in footprint size, or any fence.

**1.10 Owner(s).** Shall mean and refer to the record Owner, whether one or more persons or entities, of equitable title (or legal title if same has merged) of any Ranch. The foregoing does not include any persons or entities that hold an interest in any Ranch merely as a security for the performance of an obligation, except as stated otherwise herein. The term Owner shall not include a lessee or tenant of an Owner.

**1.11 Plat.** Shall mean the plat or plats of record of Cross Timber Ranch filed by Declarant in the county or counties in which the Property is located, including the final plat of record of Cross Timber Ranch, being a Subdivision of 1471.9 acres in Burnet County Texas filed in Document Number 202118111 in the Plat Records of Burnet County, Texas and any plat or plats of subsequent phases of Cross Timber Ranch filed by Declarant in the Plat Records of Burnet County, Texas or in the official public records of the county or counties in which such subsequent phases are located. The Plat may be amended from time to time by Declarant at any time during the Development Period.

**1.12 Property.** Shall mean and refer to that certain real property described on Exhibit A and any additional property made subject to this Declaration.

**1.13 Ranch(es).** Shall mean each of those parcels of real property identified as individual Ranches on the Plat.

**1.14 Residence.** Shall refer to the main dwelling unit and any other dwelling unit located on a Ranch.

**1.16 Subdivision.** Shall means the Property covered by the Plat and any additional property added to the Plat or made subject to this Declaration.

## **ARTICLE II GENERAL RESTRICTIONS**

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

### **2.01 Additions to the Property**

During the Development Period, Declarant, its successors and assigns, shall have the unilateral right, in its sole and absolute discretion, to bring within the scheme of this Declaration additional property and properties in future stages of the development (including without limitations, subsequent sections of Cross Timber Ranch) without the consent or approval of any owners of any Ranches (other than Declarant). Declarant shall also have the unilateral right to further define or change boundary lines of any Ranch with the consent of the owner of the Parcel. As additional properties are added, Declarant shall, with respect to said properties, record Supplemental Declarations for each phase which may incorporate this Declaration by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for those properties. Upon filing of additional survey(s) or plats for a subsequent phase or phases of Cross Timber Ranch and the filing of a Supplemental Declaration containing restrictive covenants applicable to the additional property described therein, then and thereafter, the Owners of all Ranches in all phases of the Cross Timber Ranch subdivision shall have the rights, privileges and obligations with respect to all Property then subject to this Declaration (including such additional properties) in accordance with, and to the extent set forth in, this Declaration and each such Supplemental Declaration.

### **2.02 Land Use**

(a) **Principal Use.** The principal use of each Ranch will be agricultural through the keeping of livestock per Section 23.51(1) and (2) of the Texas Property Tax Code. Each Ranch may use up to one acre for a Residence (such area referred to herein as the "Homestead Area"), provided such use does not interfere with the agricultural use as the principal use of the Property. The area designated as the Homestead Area may consist of more than one acre, provided (i) such use does not interfere with the agricultural use as the principal use of the Ranch or the Property; and (ii) such use is approved in advance and in

writing by the Grazing Board. The Grazing Board shall not approve use of more than one acre as the Homestead Area in any case where the Grazing Board determines that such use might jeopardize the determination that agricultural use is the principal use of the Property. The term "Residence" shall expressly exclude mobile homes and house trailers which shall not be allowed; however, tiny homes, barndominiums, and other alternatively built structures shall be allowed.

(b) **Recreational Vehicles.** Recreational vehicles, including RVs, fifth wheels and trailers used for travel (collectively "RVs"), shall be allowed. With the exception of the uses provided for in this *Section 2.02(b)*, RVs must be stored in a manner in which the RV is not visible from any road shown on the Plat or from neighboring Ranches. The following exceptions shall apply to this section:

(1) An RV may be used or stored on a Ranch in a visible manner (used or stored so that the RV is visible from a road shown on the Plat or visible from a neighboring Ranch) for up to 14 days (whether or not consecutive) during any calendar month; and

(2) Owners may use and occupy an RV on their Ranch during the construction of a house on such Ranch.

(c) **Business Activities.** An Owner or occupant of a residence may conduct business activities within a residence or on a Ranch so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence, i.e., no sign may be erected advertising the business on any Ranch; (ii) the business activity conforms to all zoning requirements for the Subdivision; (iii) the business activity does not involve door-to-door solicitation of residents within the Subdivision; (iv) the business does not generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Subdivision which is noticeably greater than that which is typical of residences in which no business activity is being conducted.

(d) **Propane Tanks.** All liquid propane tanks will be properly screened with plant materials, fencing, or buried so they cannot be seen from any road in the subdivision or an adjoining property.

(e) **Building Location.** Residences and Improvements shall be situated on each Ranch no nearer than twenty-five feet (25') from any property line; provided the Declarant or the Grazing Board may grant a variance in writing allowing that Improvements may be constructed closer than twenty-five feet from a property line or property lines on an irregularly shaped Ranch where such variance does not interfere with the agricultural use as the primary purpose of the Property, as

determined by the Grazing Board. Written approval of such variance is required separately for each Ranch for which a variance is sought. For the purposes of this paragraph, porches, stoops, bays and covered areas are considered a part of the Improvements.

(f) **Sewage Disposal.** No outside toilets shall be permitted. Installation of septic tanks and soil absorption sewage disposal systems shall be in accordance with the minimum recommendations required by the State of Texas and/or the county in which the Property is located.

(g) **Garbage and Refuse Disposal.** Each Ranch shall be maintained in an attractive condition. No Ranch shall be used or maintained as a dumping ground for rubbish or trash. Trash, garbage and other waste shall not be kept on any Ranch except in sanitary containers. No trash, ashes or other refuse may be deposited on any portion of the Property.

(h) **Nuisances.** No obnoxious or offensive activities shall be carried out or upon any Ranch, nor shall anything be done thereon which may be or become an annoyance or a nuisance in the neighborhood or which would interfere with the agricultural use of the Property.

(i) **Fencing and Security.** Subject to the provisions of this Section 2.02(i), fencing is permitted in order to designate the perimeter and enclose the Homestead Area of each Ranch. Such perimeter fencing shall be located so that it does not interfere with the agricultural use of the Property or the ingress and egress of livestock to the Grazing Area. Perimeter fencing is allowed only on or within the perimeter of the Homestead Area, except when specifically prescribed and permitted by the Grazing Board in advance in writing. The Grazing Board shall not approve any fencing on any Ranch where the Grazing Board determines that such fencing may jeopardize a determination that agriculture is the principal use of the Property. Consistent with Texas Property Code, each Owner may take security measures, including but not limited to installing a perimeter fence around the Homestead Area of their Ranch and installing security cameras and motion sensors on their respective Ranch or Ranches.

(j) **Livestock, Pets and Poultry**

(1) Any use of the Ranches for the keeping of pets or other animals (including horses) is secondary to the grazing of livestock on the Property and shall be conducted only at levels that do not adversely impact the agricultural use of the Property.

(2) Each Owner shall keep any animals allowed by this section enclosed within the Homestead Area of such Owner's Ranch which may be fenced subject to the provisions of this Declaration.

(3) No Livestock shall be allowed on the Property or the Ranches except such Livestock that is owned by the Grazing Association or such Livestock which is subject to a grazing lease executed by the Grazing Association.

(4) No swine may be bred, kept or maintained on any Ranch, except for personal consumption and/or show competition.

(5) No poultry or fowl may be kept on any Ranch for the purpose of gaming or fighting.

(6) Though dogs are permitted on the Property, commercial dog breeding or boarding operations are not permitted.

(k) **Inoperative Vehicles.** No junk, wrecking or auto storage shall be located on any Ranch. No discarded, abandoned, unlicensed or inoperative automobile, other vehicle or trailer shall be kept, stored or permitted to remain on any Ranch unless stored in a garage or shop and out of plain sight. A vehicle shall be considered inoperative if it has not been moved under its own power for more than thirty (30) days.

(l) **Mineral Production.** No oil or gas drilling, oil or gas operations or quarrying or mining operations of any kind will be permitted on any Ranch except by directional drilling from a surface location other than the Property.

(m) **Grazing Management.** All Ranch Owners must participate in the Grazing Association. Owners of the Ranches agree to commit the primary use of their Ranch to Agriculture, specifically to the keeping of livestock as determined by the Grazing Board. The purpose of the Grazing Board is to actively manage the participating Ranches through the management of livestock on the Property and the Ranches. The Grazing Board will consult property tax and other experts in order to determine and with the purpose of maintaining the number of livestock required and the conditions required by the county in which the Property is located in order that the Property and the Ranches meet the definition of "qualified open-space land" under Section 23.51 of the Texas Property Code. Preparation, implementation and maintenance of the agricultural use as described in this paragraph are the primary goals of the Grazing Association and the Grazing Board. By acceptance of their deed, all Owners agree to the following terms pertaining to the Grazing Association:

(1) Owners agree that the management of livestock and/or exotic animals on their Ranch will be managed by the Grazing Association;

(2) Owners agree that they will not install any fence outside the Homestead Area and that if any such area is fenced, such area shall include the land upon which their Residence is built and that no fence shall be

erected that interferes with the free grazing of the livestock except as specifically approved by the Grazing Board in writing;

(3) Owners agree that any residential development that occurs on their property shall be secondary in nature to the principal use which shall be Agricultural use and that any residential development shall not significantly or demonstrably interfere with the agricultural practices and activities being conducted on the land as determined by the Grazing Board.

(4) Owners agree that the Declarant and the Grazing Board shall have the right to inspect their Ranch to ensure compliance with this Declaration, to determine what activities and uses do or do not interfere with or adversely affect the primary use of agriculture, to implement agricultural practices in the event of a breach of this Declaration, to enforce this restriction, and to recoup costs involved in enforcement, as further provided in this Declaration.

(5) Owners agree that the Declarant and the Grazing Board, or any contractor or employee of the Grazing Association, who is authorized by the Grazing Association or the Grazing Board to do so, may place watering troughs or artificial watering points ("Troughs") or feeders on any part of the Grazing Area on any Ranch as the Grazing Board, at its sole discretion, deems necessary for the management of the livestock on the Property and that Owners shall not alter or modify such feeders or Troughs unless authorized in writing by the Grazing Board.

(6) Owners agree that the Declarant and the Grazing Board, or any contractor or employee of the Grazing Association, who is authorized by the Grazing Association or the Grazing Board to do so, may enter onto the Grazing Area of any Ranch during daylight hours in order to fill any feeders or Troughs as the Grazing Board, at its sole discretion, deems necessary.

#### **2.03 Utility Easements**

(a) **Utility Easements.** The Declarant, its successors and assigns, and the Grazing Association shall have alienable and permanent easements and rights-of-way in, through, across, over and under the Common Areas, the Property and the Ranches, and under dedicated streets, for ingress and egress, and installation, maintenance, use, repair and replacement of all public and private electric utilities and related equipment (including, without limitation, poles, wires, cables, conduits, lines, mains and meter boxes); provided, that the exercise of any easement hereby granted shall not unreasonably interfere with the permitted use and enjoyment of the Ranches and, except in an emergency, entry onto any Ranch shall be made only



after reasonable prior notice given to such Ranch Owner or occupant.

(b) **Utility Equipment.** Each local electric utility provider hereby is granted a permanent easement and right-of-way through and across the Common Areas and the Ranches for ingress and egress, and installation, reading, maintenance, use, repair and replacement of all utility conduits, lines, meters, boxes and other equipment at any time located within the Property.

#### **2.04 Remedies of Declarant and the Board as to land use**

By acceptance of deed to a Ranch, each Owner agrees that Declarant, the Board, and any representatives, agents, employees or contractors of Declarant and the Board, shall have the right to enter upon any Ranch on which one or more violations of this Declaration may have occurred for the purpose of enforcing or curing any such violation, provided that the Owner has been given prior written notice of such violation and such Owner has failed to remedy the complaint or violation within the time specified by such notice. EACH OWNER INDEMNIFIES AND HOLDS HARMLESS DECLARANT, ITS PARTNERS, OFFICERS, AGENTS AND EMPLOYEES, THE BOARD, THE GRAZING BOARD, AND THE GRAZING ASSOCIATION, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL COSTS AND EXPENSES OF SUCH CURATIVE ACTION AND ANY PENALTY OR FINE LEVIED BY ANY GOVERNMENTAL AUTHORITY AS A RESULT OF THE ACT OR FAILURE TO ACT OF THE OWNER WITH RESPECT TO ITS RANCH. The foregoing remedies shall be cumulative of all other remedies for violations of any provisions of this Declaration.

#### **2.05 Owners Acknowledgment**

(a) Each Owner is responsible for ascertaining all governmental requirements and prohibitions with respect to its Ranch and, by acceptance of a deed to a Ranch, agrees to abide by the same. No statement herein, nor action or inaction by the Declarant or the Grazing Association shall act to relieve an Owner from such duty of compliance.

(b) Each Owner is responsible for filing their own application for an Agricultural Valuation for property tax purposes with the applicable county or counties. The Grazing Board will provide a copy of any applicable grazing lease, or grazing plan to each Owner, either upon request or annually, at the option of the Grazing Board. The Grazing Board may, at its option, assist Owners in compiling the correct documents or in filing such applications for an Agricultural Valuation, but is not obligated to do so.

(c) Neither the Declarant nor the Grazing Association shall be liable to any owner for the denial of an agricultural valuation in any tax year. By acceptance of

a deed in the Subdivision, Owners acknowledge that the agricultural valuation may be denied by the applicable appraisal district and that the applicable appraisal district may change their guidelines for agricultural valuations at any time. In the event an agricultural valuation is denied in any year for all or a part of the Subdivision, either or both the Declarant and the Grazing Association may, each in their respective sole discretion, protest the denial. In the event of such a protest by the Declarant or the Grazing Association, each Owner agrees to timely cooperate to the extent necessary in order that the Ranch or Ranches owned by each such Owner are included in the protest, including but not limited to appointing the Declarant, a designated representative of the Declarant, the Grazing Association or a designated representative of the Grazing Association (as requested) as the Owner's tax representative for purposes of including the Owner's Ranch or Ranches in such a protest. It is the sole responsibility of each Owner to ensure the Grazing Association has their current contact information, including their physical address and email.

### **ARTICLE III GRAZING ASSOCIATION**

#### **3.01 Grazing Association**

(a) The Developer shall organize the Grazing Association as a Texas non-profit corporation. The purposes of the Grazing Association are (i) to administer and enforce the covenants and restrictions set forth in this Declaration; (ii) to provide for the upkeep and maintenance of the Common Area; (iii) to make and collect Assessments and special assessments, as described in this section 3.01, for the payment of expenses of the Grazing Association, including, but not necessarily limited to (a) costs of maintaining common areas and costs of maintaining and replacing private roads; (b) Ad Valorem taxes assessed against any common areas of the Subdivision; (c) liability insurance associated with the property of the Grazing Association; (d) directors' and officers' insurance for the persons serving on the Grazing Board; (e) shared costs of managing the herd or herds of animals managed by the Grazing Board or the costs of managing a grazing lease to keep livestock on the Property and the Ranches; (f) costs, including attorney's fees and other costs of litigation to administer and enforce the covenants and restrictions set forth in this Declaration; and (g) other activities of the Grazing Association.

(b) The Grazing Association will be governed by the Bylaws of the Grazing Association. A copy of the Bylaws of the Grazing Association will be provided to each Owner upon request.

(c) All assessments made by the Grazing Association shall be divided equally among the Ranch Owners, provided however that an Owner or Owners who own

two or more contiguous Ranches, titled in the same name or names, may, upon election of the Owner or Owners, be allocated such assessments as if two or three contiguous Ranches were one Ranch. A group of two or three lots counted as one Ranch for assessment purposes shall also be counted as one Ranch for all voting purposes of the Grazing Association. This exception applies for up to three contiguous Ranches which are titled in the same name or names. An Owner or Owners who own contiguous Ranches may use this exception for only one group of two or three Ranches. This exception must be claimed by the Owner or Owners by written notification to the Board.

(d) Each Owner of a Ranch shall be a member of the Grazing Association ("Member") and have a membership in the Grazing Association. Except as provided in this paragraph, there is one membership for each Ranch, and in those instances where a single Ranch is owned by more than one party, the multiple Owners of such Ranch shall designate a representative to vote on their behalf on all matters that come before the Members for vote. Where an Owner owns two or more contiguous Ranches and where such Owner has made the election described in Paragraph 3.01(c) of this Declaration, such Owner will have the number of votes that corresponds with the number of Ranches on which the Owner is allocated assessments in all matters in which the Owner or Owners is entitled to vote.

(e) The Grazing Board is empowered to levy assessments on each Ranch for the purposes of the Grazing Association. The Grazing Board shall establish a fund (the "Grazing Fund") into which shall be deposited all monies paid to the Grazing Association and from which disbursements shall be made for the purposes of the Grazing Association.

(f) Prior to the beginning of each calendar year, the Grazing Board shall estimate the expenses to be incurred by the Grazing Association during such year for the purposes of the Grazing Association, including a reasonable provision for contingencies and appropriate reserves and shall levy an annual assessment on the Owners. If the sums assessed or collected prove inadequate for any reason, including non-payment by any individual Member, the Grazing Board may propose a special assessment to the Members.

(g) All annual assessments shall be due on or before January 31<sup>st</sup> of each year and shall be deemed late if not received by the Grazing Association by the tenth (10<sup>th</sup>) day of February. All special assessments shall be due when they are approved and shall be deemed late if not received by the Grazing Association within thirty (30) days of approval and notice to the Members.

(h) All assessments, if not timely paid as specified herein, shall be deemed

delinquent and in default. The amount of any delinquent assessment, an administrative fee of \$10.00 per month, plus interest on the amount of the assessment at the per annum rate of ten percent (10%) and all costs of collection, including attorney' fees, shall be the personal obligation of the Member and shall be secured by a lien on the Member's Ranch. No Owner may waive or otherwise escape liability for any assessment by abandonment of his or her Ranch. A certificate executed and acknowledged by the Grazing Board stating the indebtedness secured by such lien shall be conclusive upon the Grazing Association as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee. Each Owner, by his assertion of title or claim of Ownership or by his acceptance of a deed to any portion of the Property, whether or not it shall be so recited in such deed, shall conclusively grant to, and does hereby grant to the Grazing Association and its agents the right, power and authority to take all action which the Grazing Association shall deem proper for the collection of assessments and charges and to enforce the aforesaid lien by all methods available for the collection of such debts and the enforcement of such liens, including the use of judicial means to collect unpaid assessments, or the foreclosure by an action brought in the name of the Grazing Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Grazing Association a power of sale and foreclosure in connection with said lien. The lien created hereunder shall be considered a contract lien and shall be governed by the terms and provisions of Section 51.002 of the Texas Property Code.

(i) Notwithstanding any other provision set forth in this Declaration, no lien created herein shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage of first and senior priority now or hereafter given upon any portion of the Property made in good faith and for value. However, after a foreclosure or a conveyance in lieu of foreclosure, such portion of the Property shall remain subject to the covenants, conditions and restrictions set forth in this Declaration, and shall thereafter be liable for all assessments levied after completion of such foreclosure or conveyance in lieu of foreclosure. The personal debt and obligation of any Ranch Owner for debts to the Grazing Association shall not be effected or extinguished by any foreclosure.

(j) Neither the Declarant nor the Grazing Association shall be liable to any Owner for enforcing or a failure to enforce any of the covenants, conditions, or restrictions contained in this Declaration.

#### ARTICLE IV GRAZING BOARD

**4.01 Grazing Board.** The Grazing Board shall consist of not less than three (3) persons ("Directors") appointed by the Declarant and replaced by the Declarant or by a majority vote of the Members. The following persons are hereby designated as the initial Directors of the Grazing Board: Richard G. Grandy, Kelly Danzi, and Patrick Prince.

**4.02 Action by the Grazing Board.** Items presented to the Grazing Board shall be decided by a majority vote of the Directors.

**4.03 Term.** Each Director shall hold office until such time as he has resigned or has been removed or his successor has been appointed by Declarant or by a majority vote of the Members of the Grazing Association, as provided herein.

**4.04 Declarant's Rights of Appointment.** Declarant shall have the initial right to appoint and remove Directors, and, except as otherwise provided herein, the Declarant shall have the right, but not the obligation, to appoint and remove members of Grazing Board at any time in the Declarant's sole discretion during the Development Period. At the expiration of the Development Period, the Owners shall have the right to appoint and remove Directors of the Grazing Board.

**4.05 Adoption of Rules.** The Grazing Board may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties.

**4.06 Approval of Grazing Board.** Whenever in this Declaration the approval of the Grazing Board is required, it shall have the right to consider all of the plans and specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, it deems relevant.

**4.07 Meetings of the Grazing Board.** The Grazing Board shall meet from time to time as necessary to perform its duties hereunder. The Grazing Board may, by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Grazing Board, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the Directors taken without a meeting shall constitute an act of the Grazing Board.

**4.08 No Waiver of Future Approvals.** The approval or consent of the Grazing Board to any request by an Owner shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any other matters whatsoever, subsequently or additionally submitted for approval or consent by the same or a different person.

**4.09 Non-liability of Board Members.** Neither the Grazing Board, nor any member thereof, nor the Board, nor any member thereof, shall be liable to the Grazing Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Grazing Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Grazing Board or any Director, as the case may be.

## **ARTICLE V GENERAL**

**5.01 Remedies in the event of default.** In the event of any default by any Owner under the provisions of the Declaration, the Grazing Association and/or any Owner of a Ranch within the Property, shall have each and all of the rights and remedies which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting Owner for enforcement. The enforcement of the provisions of this Declaration, whether for damages or injunction, or specific performance or for judgment of the payment of the money and collection thereof, or for any combination of the remedies, or for any other relief, may be pursued at law or in equity. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy, and if the Grazing Association, and/or any Owner who seeks to enforce the provision of this Declaration prevails, then the Grazing Association and/or such Owner shall also be entitled to recover their costs and attorneys' fees. Any and all of such rights and remedies may be exercised at any time and from time-to-time, cumulatively or otherwise, by the Grazing Association or any Owner.

**5.02 Term and Amendments.** The covenants and restrictions set forth in this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless more than sixty-seven percent (67%) of the Owners of the Ranches vote to terminate the covenants and restrictions set forth in this Declaration, which termination shall be by a written instrument signed by sixty-seven (67%) of the Owners of the Ranches and properly recorded in the Real Property Records of the county or counties in which the Property is located. This Declaration may be amended by an instrument signed by the Owners of the Ranches constituting not less than sixty-seven percent (67%) of the Owners of the Ranches.

**5.03 Severability.** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

**5.04 Reserved Right of Declarant.** Notwithstanding any other provision herein, to the extent allowed by law, Declarant reserves the right to unilaterally amend this Declaration for purposes of correction, reformation or improvement, for so long as Declarant owns any portion of the Property by the filing of an amended Declaration in the Official Public Records of Burnet County, Texas.

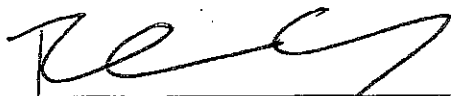
**5.05 Rights and Obligations.** The provisions of this Declaration and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of and be binding upon each and all the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the acceptance and recording of a deed conveying a Ranch or any ownership interest in the Ranch whatsoever, the person to whom such Ranch or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed.

*[signature page follows]*

Declarant Signature Page

Executed to be effective upon recording.

RECREATIONAL LAND SALES, LLC



Richard G Grandy, Manager  
Recreational Land Sales, LLC

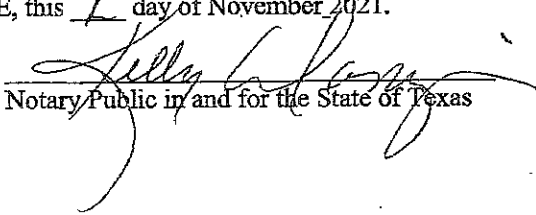
STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Richard G Grandy, Manager of Recreational Land Sales, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed, and in the capacities stated.

SUBSCRIBED AND SWORN TO BEFORE ME, this 2 day of November 2021.



  
Notary Public in and for the State of Texas



CONSENT OF LIENHOLDER

First National Bank  
of Central Texas, as holder of first liens on the Property, hereby consents to the filing of this Declaration and the encumbrance of the Property by the covenants, conditions and restrictions stated herein.

Dated this 1st day of Nov, 2021.

Lienholder: First National Bank of  
Central Texas  
By: Joe Burrow  
Name: Joe Burrow  
Title: CEO

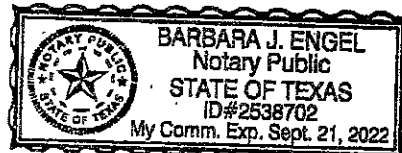
STATE OF TEXAS  
COUNTY OF McHennan

BEFORE ME, the undersigned authority, on this day personally appeared  
[name] Joe Burrow, [title] CEO of

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME, this 1st day of Nov, 2021.

Barbara J. Engel  
Notary Public in and for the State of Texas



## EXHIBIT A

### Phase 1

All that property described in that certain plat of Cross Timber Ranch filed in Document Number 202118111 of the Plat Records of Burnet County, Texas, being a Subdivision of 1471.90 acres out of the Daniel Bradley Survey, Abstract No. 152, C.S. Watkins Survey, Abstract No. 1511, Mark Fowler Survey, Abstract No. 1075, George Stolley, Abstract No. 842, J.A. Clements Survey, Abstract No. 1572, G.W. Hamiter Survey, Abstract No. 1607, W.F. Bodenhamer Survey, Abstract No. 1415, G.W. Hamiter Survey, Abstract No. 1086, Isaiah H. Ainsworth Survey, Abstract No. 38, George Byerly Survey, Abstract No. 48 and the J. Burleson Survey, Abstract No. 166, Burnet County, Texas.



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Janet Parker*

Janet Parker, County Clerk

Burnet County Texas

11/3/2021 11:03:24 AM

FEE: \$94.00

202118364

RES

ELECTRIC UTILITY EASEMENT  
(Overhead)

THE STATE OF TEXAS  
COUNTY OF BURNET

§  
§  
§  
KNOW ALL MEN BY THESE PRESENTS:

THAT RECREATIONAL LAND SALES, LLC by  
(Company Name)  
and through Richard Grandy in the capacity of Manager and  
(Printed Name) (Title)

not individually, hereinafter referred to as "Grantor", (whether one or more), for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as hereinafter described for the purpose of an electric distribution system consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telecommunication wires, guys, anchors) over, across and upon the following described lands located in Burnet County, Texas, to-wit:

Being 1471.90 acres out of the Daniel Bradley Survey, Abstract No. 152, C.S. Watkins Survey, Abstract No. 1511, Mark Fowler Survey, Abstract No. 1075, George Stolley, Abstract No. 842, J.A. Clements Survey, Abstract No. 1572, G.W. Hamiter Survey, Abstract No. 1607, W.F. Bodenhamer Survey, Abstract No. 1415, G.W. Hamiter Survey, Abstract No. 1086, Isaiah H. Ainsworth Survey, Abstract No. 38, George Byerly Survey, Abstract No. 48 and the J. Burleson Survey, Abstract No. 166, Burnet County Texas. Said 1471.90 acres being more particularly described in Document No. 201010269 of the Official Public Records of Burnet County, Texas.

Location of right-of-way and easement hereby conveyed shall be limited to a strip of land twenty (20) feet in width, being ten (10) feet on each side of the centerline of the facilities as built, with guying easements as needed.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining and removing said cables and appurtenances; the right to place new or additional cable or cables in said system and to change the sizes thereof; the right to relocate along the same general direction of said system; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of said system or their appurtenances; and the right to place temporary structures for use in constructing or repairing said system.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished by the Cooperative

Grantor, Grantor's heirs and legal representative do hereby bind themselves to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

WITNESS my hand this 1 day of November 2021.

RECREATIONAL LAND SALES, LLC  
(Company Name)  
By: Richard Grandy  
(Printed General Partner or Manager Name)

[Signature]  
(Signature)

(Notarize on Next Page)



2 pgs  
ESMT

202118363



**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Janet Parker*

Janet Parker, County Clerk

Burnet County Texas

11/3/2021 11:03:24 AM

FEE: \$26.00

202118363

ESMT