

ORIGINAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HAWTHORNE LAND, LLC

A SUBDIVISION IN CHAMBERS COUNTY, TEXAS

THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS THAT:**
COUNTY OF CHAMBERS §

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

297.961 acre tract situated in the Henry Burt. Survey, Abstract Number 319, The S.P. Donley Survey, Abstract Number 356, the Jesse Benton Jr Survey, Abstract Number 57, the C.B. Garrard Survey, Abstract Number 105, and the Pickney Lout Survey, Abstract Number 173, Chambers County, Texas, being comprised of all of that same called 44.4940 acre tract described in instrument to Joe Furlow, recorded under document number 2018-134555 of the official public records of Chambers County, Texas (O.P.R.C.C.T), all of that same called 49.13 acre tract described as “Tract 1” and all of that same called 63.05 acre tract described as “Tract 2”, both in instrument to Joe Furlow, recorded in Volume 1416, Page 368, O.P.R.C.C.T., and the remainder of that certain called 141.3 acre tract described in instrument to Joe M. Furlow, recorded in Volume 1654, Page 710, O.P.R.C.C.T.

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

EXECUTED THIS THE 21ST day of November, 2022.

HAWTHORNE LAND, LLC
a Texas limited liability company
"Declarant"

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

By: 

DOUGLAS LEE SMITH, Manager

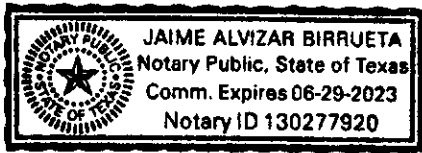
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

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

Given under my hand and official seal, this 21st day of NOVEMBER, 2022.



[Signature]
Notary Public

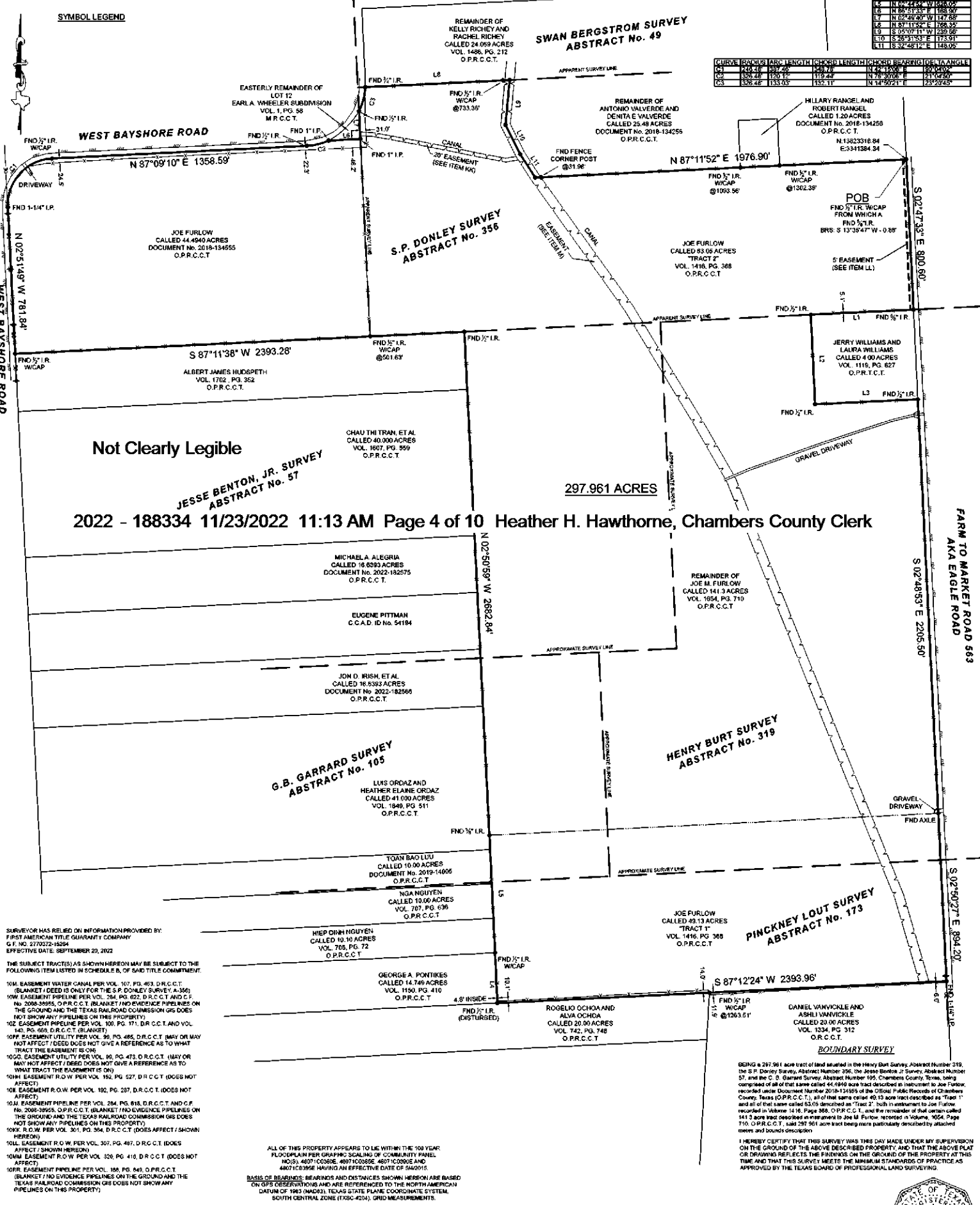
My commission expires: 06/29/2023

0' 300' 600' 900'

Scale: 1" = 300'

SYMBOL LEGEND

EXHIBIT A



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	IDENTIFY ANGLE
C1	253.48	133.03	133.11	N 14° 50' 21" E	23° 20' 45"
C2	326.48	133.03	133.11	N 14° 50' 21" E	23° 20' 45"

Not Clearly Legible

2022 - 188334 11/23/2022 11:13 AM Page 4 of 10 Heather H. Hawthorne, Chambers County Clerk

SURVEYOR HAS RELIED ON INFORMATION PROVIDED BY FIRST AMERICAN TITLE GUARANTEE COMPANY G.F. NO. 277072-15284 EFFECTIVE DATE: SEPTEMBER 20, 2022

THE SUBJECT TRACT(S) AS SHOWN HEREON MAY BE SUBJECT TO THE FOLLOWING ITEMS LISTED IN SCHEDULE B, OF SAID TITLE COMMITMENT:

- 10M. EASEMENT WATER CANAL PER VOL. 107, PG. 453, D.R.C.C.T. (BLANKET / DEED IS ONLY FOR THE S.P. DONLEY SURVEY, A-356)
- 10N. EASEMENT PIPELINE PER VOL. 254, PG. 622, D.R.C.C.T. AND C.F. No. 2008-39255, O.P.R.C.C.T. (BLANKET / NO EVIDENCE PIPELINES ON THE GROUND AND THE TEXAS RAILROAD COMMISSION GAS DOES NOT SHOW ANY PIPELINES ON THIS PROPERTY)
- 10J. EASEMENT PIPELINE PER VOL. 100, PG. 371, D.R.C.C.T. AND VOL. 143, PG. 1005, D.R.C.C.T. (BLANKET)
- 10K. EASEMENT UTILITY PER VOL. 95, PG. 485, D.R.C.C.T. (MAY OR MAY NOT AFFECT / DEED DOES NOT GIVE A REFERENCE AS TO WHAT TRACT THE EASEMENT IS ON)
- 10L. EASEMENT UTILITY PER VOL. 96, PG. 475, D.R.C.C.T. (MAY OR MAY NOT AFFECT / DEED DOES NOT GIVE A REFERENCE AS TO WHAT TRACT THE EASEMENT IS ON)
- 10M. EASEMENT R.O.W. PER VOL. 152, PG. 527, D.R.C.C.T. (DOES NOT AFFECT)
- 10N. EASEMENT R.O.W. PER VOL. 182, PG. 287, D.R.C.C.T. (DOES NOT AFFECT)
- 10O. EASEMENT PIPELINE PER VOL. 254, PG. 618, D.R.C.C.T. AND C.F. No. 2008-39255, O.P.R.C.C.T. (BLANKET / NO EVIDENCE PIPELINES ON THE GROUND AND THE TEXAS RAILROAD COMMISSION GAS DOES NOT SHOW ANY PIPELINES ON THIS PROPERTY)
- 10P. R.O.W. PER VOL. 301, PG. 354, D.R.C.C.T. (DOES AFFECT / SHOWN HEREON)
- 10Q. EASEMENT R.O.W. PER VOL. 307, PG. 487, D.R.C.C.T. (DOES AFFECT / SHOWN HEREON)
- 10R. EASEMENT R.O.W. PER VOL. 326, PG. 416, D.R.C.C.T. (DOES NOT AFFECT)
- 10S. EASEMENT PIPELINE PER VOL. 189, PG. 843, O.P.R.C.C.T. (BLANKET / NO EVIDENCE PIPELINES ON THE GROUND AND THE TEXAS RAILROAD COMMISSION GAS DOES NOT SHOW ANY PIPELINES ON THIS PROPERTY)

ALL OF THIS PROPERTY APPEARS TO LIE WITHIN THE 100 YEAR FLOODPLAIN PER GRADING SCALING OF COMMUNITY PANEL NO(S) 48071C0089E, 48071C0089E, 48071C0089E AND 48071C0395E HAVING AN EFFECTIVE DATE OF 5/6/2015

BASIS OF BEARINGS, BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON GPS OBSERVATIONS AND ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (TXSC-204), GRID MEASUREMENTS.

BOUNDARY SURVEY

BEING a 297.961 acre tract of land situated in the Henry Burt Survey, Abstract Number 319, the S.P. Donley Survey, Abstract Number 356, the Jesse Benton, Jr. Survey, Abstract Number 57, and the G.B. Garrard Survey, Abstract Number 105, Chambers County, Texas, being comprised of all of that same called 44.4940 acre tract described as instrument to Joe Furlow, recorded under Document Number 2018-134555 of the Official Public Records of Chambers County, Texas (O.P.R.C.C.T.), all of that same called 40.13 acre tract described as "Tract 1" and all of that same called 53.03 acre tract described as "Tract 2" with an instrument to Joe Furlow, recorded in Volume 1416, Page 388, O.P.R.C.C.T., and the remainder of that certain called 141.5 acre tract described as instrument to Joe M. Furlow, recorded in Volume, 1604, Page 710, O.P.R.C.C.T., said 297.961 acre tract being more particularly described by attached maps and bounds description.

I HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE UNDER MY SUPERVISION ON THE GROUND OF THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE PLOT OR DRAWING REFLECTS THE FINDINGS ON THE GROUND OF THE PROPERTY AT THIS TIME AND THAT THIS SURVEY MEETS THE MINIMUM STANDARDS OF PRACTICE AS APPROVED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.

TEXAS PROFESSIONAL SURVEYING

01111 Fork Creek, Hwy 7702
P.O. Box 754747, Fort Worth, TX 76175
www.tpsurveying.com
214-754-7547

PROJECT NUMBER: 27332
DATE: 02/12/2022
DRAWN BY: MMW
CHECKED BY: DM
FIELD CREW: JN
REVISION 1: JN
REVISION 2: JN
REVISION 3: JN
REVISION 4: JN

PURCHASER: HAWTHORNE LAND, LLC
ADDRESS: WEST BAYSHORE DRIVE, ANAHUAC, TX 77204
SURVEY: S.P. DONLEY SURVEY, A-356
SURVEY: JESSE BENTON, JR. A-57
SURVEY: HENRY BURT A-319
SURVEY: G.B. GARRARD, A-105
SUBJECT: PINCKNEY LOU, A-173
COUNTY: CHAMBERS

THOMAS A. MCINTYRE
Registered Professional Land Surveyor No. 6521

Exhibit B - Land Use Restrictions

Definitions

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

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

“Declarant” means Hawthorne Land, LLC, a Texas limited liability corporation, and its successors and assigns if such successors or assigns.

“Development Period” means the period of time beginning on the date of recordation of these Land Use Restrictions in the Official Public Records of the county or counties in which the Property is located, and ending upon the date of filing of Declarant’s notice of termination of the Development Period in the Official Public Records of the county or counties in which the Property is located.

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

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

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

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

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

Clauses and Covenants

A. Imposition of Covenants; Authority of Declarant

1. Declarant is the Owner of the Property described in Exhibit A and imposes the Covenants on the Property. All Owners and other occupants of any portion of the Property by their acceptance of their deeds, leases, agreements or occupancy of any portion of the Property agree that the Property is subject to the Covenants.
2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Property to benefit all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in any portion of the Property.
3. Each Owner or occupant of any portion of the Property agrees to comply with these Land Use Restrictions.
4. The restrictions and covenants in this instrument will inure to the benefit of and

be enforceable by the Declarant and any present or future owner of an interest in the Property.

5. Declarant, and their successors and assigns, and any owner of any parcel of the Property, and his or her successors and assigns, may enforce, by any proceeding at law or in equity, all restrictions imposed by this instrument. Any one or more of such persons may sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants, besides ordinary legal actions for damages.
6. FAILURE TO ENFORCE ANY SUCH RESTRICTION OR COVENANT DURING ITS VIOLATION WILL IN NO EVENT BE DEEMED TO BE A WAIVER OF A RIGHT TO DO SO THEREAFTER. NEITHER THE SELLER NOR ANY SUBSEQUENT PURCHASER OR OWNER OF A PORTION OF THE PROPERTY OR PROPERTY ANNEXED SHALL HAVE ANY LIABILITY OF RESPONSIBILITY AT LAW OR IN EQUITY ON ACCOUNT OF THE ENFORCEMENT OF, OR ON ACCOUNT OF THE FAILURE TO ENFORCE, THE RESTRICTIONS. ENFORCEMENT IS A RIGHT BUT NOT AN OBLIGATION.
7. ANY ATTEMPT TO VIOLATE THIS DECLARATION OR ANY VIOLATION OF THIS DECLARATION MAY SUBJECT THE OWNER OR OCCUPANT TO PROSECUTION AT LAW, INCLUDING MONETARY DAMAGES, OR IN EQUITY, INCLUDING INJUNCTIVE RELIEF, BY DECLARANT AND ITS SUCCESSOR OR ASSIGNS, ANY OWNER, OR ANY GOVERNMENTAL ENTITY WITH JURISDICTION OVER THE PROPERTY.

B. Building Lines and Requirements

1. *Building Lines.* The building lines of the Property shall be:
 - a. General – All structures shall be constructed at least 1) 75 feet from the property boundary that is paved road frontage and (2) 10 feet from any boundary line of any Tract containing some or all of the Property (collectively the “Setback Area”). No Vehicles, including without limitation, travel trailers, or other recreational vehicles, may be parked or stored within the Setback Area.
 - b. Not affected by Subdivision – These requirements apply to any Tracts created by the division or combination of any lands containing any portion of the Property.
 - c. Fencing Exception: For this paragraph, fences and walls are excluded from the Building Lines requirements within this paragraph.
 - d. Utility Easement: Grantor reserves a utility easement 30 feet wide along the boundary line of any Tract containing some or all of the Property.
2. *Bridges and Culverts.* Bridges constructed on or over the Property shall have at least 18 inches of clearance, or greater clearance if required by the County or municipality, to the extent allowed by law, where the Property is located.

C. Use and Activities

1. *Permitted Use.* The Property may be used for any lawful use or purpose, including but not limited to short term occupancy of any duration, subject to the limitations of paragraph C(2), below.
2. *Prohibited Activities.* Prohibited activities are—
 - a. any activity in violation of these restrictions;
 - b. any activity prohibited by Applicable Law;
 - c. Livestock and Poultry: Animals, livestock, emu, ostrich, hogs or poultry may be kept, bred, and maintained on any Tract under these conditions:
 - i. All horses, cattle or other livestock or animals shall be kept enclosed on the Tract by suitable fencing.
 - ii. No swine may be bred, kept or maintained on any Tract containing some or all of the Property, except one (1) per acre, owned for personal consumption or show competition.
 - iii. No chickens, turkeys or other poultry may be kept or raised in this project, except twenty-five (25) per acre owned for personal consumption or show competition, but shall be limited to one hundred (100) in the aggregate at any one time.
 - iv. Horses are permitted on the Property.
 - v. Cattle are permitted on the Property, but feed lots and/or slaughterhouses are NOT permitted.
 - vi. Each Tract shall be maintained in such a manner as to prevent health hazards and shall not be offensive or otherwise constitute a nuisance to the neighboring Tracts.
 - d. Garbage & Refuse Disposal: Each Tract including any improvements on the Tract shall be maintained:
 - i. No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. Each Owner shall be responsible for disposing of all trash, garbage and rubbish in a sanitary manner and in a location provided for that purpose by a local governmental authority (i.e., a landfill or other location dedicated to the collection and disposal of trash, garbage and other waste).
 - ii. Sewage Disposal. All dwellings placed on the Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity. The system must be maintained at all times so as to not cause an environmental hazard or smell.
 - iii. No outside, open or pit type toilets will be permitted on the

Property.

- iv. All dwellings constructed on this Property, prior to occupancy, must have a sewage disposal system installed.
- e. Vehicles and motor homes: A Tract shall not be used as a storage or salvage yard for vehicles or motor homes, or as a mobile home, manufactured home, recreational vehicle, or motor home park or similar facility, whether operating or not.
- f. Other Prohibited Uses: 1) Smelting of iron, tin, zinc or other ores refining of petroleum or its products; 2) industrial use, including, without limitation, heavy manufacturing, fabrication facilities and testing facilities; 3) resale or pawn shops, flea markets, or bankruptcy, fire sale or auction business; 4) a tavern, bar, or nightclub, or any other similar establishment; 5) an adult bookstore or other establishment selling, renting or exhibiting pornographic materials or any sexually oriented business; 6) any sexually oriented business, as the term is generally construed, or 7) commercial skeet, trap, pistol or rifle range.
- g. Nuisances: No noxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property.
- h. Further Subdivision: No Tract may be further subdivided so it creates a Tract that is less than one (1) acre. No Tract may be further subdivided unless there are no liens on the Tract. Subdivision of any tract may trigger additional platting and subdivision regulations of the County or municipality.
- i. any storage of—
 - i. items that constitute a threat to the safety of persons or property, including toxic or volatile chemicals, unless they are customarily used in the business operated on the Property, and are properly used and stored in accordance with manufacturer's directions, industry standards and best practices, to mitigate the risk of harm.
- j. Billboards. No billboards shall be erected on the Property. All other signage must comply with any regulations imposed by the County or municipality to the extent allowed by law.
- k. Damaged Structures. Any Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within two-hundred seventy (270) days and the Tract restored to a clean and orderly condition. Any repairs, replacements or reconstruction must be substantially similar to the original construction.
- l. Manufactured Homes, Nobile Homes and Trailers. Any manufactured home, mobile home, or trailer moved onto, installed, or stored on the Property on W. Bayshore Road must be less than 5 years old as of the date it is moved onto or installed on the Property. Any manufactured home,

mobile home, or trailer moved onto, installed, or stored on the Property on Eagle Road must be less than 10 years old as of the date it is moved onto or installed on the Property. Additionally, such manufactured home, mobile home or trailer must be, 1) skirted (i.e. coverings at the base of the manufactured home, mobile home or trailer must be installed that covers the blocks that the mobile home or trailer sits on) within 90 days of the date they are moved into or installed on the Property, 2) be tied down and anchored when not in transit, and 3) be connected to public or private utilities at all times when not in transit. No manufactured home, mobile home, or trailer may be installed without the Owner first obtaining all permits required by the State of Texas relating to the installation of a manufactured home, mobile home or trailer. Manufactured home, mobile home, and trailer parks are not permitted.

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

D. Amendments

The Owners of two-thirds (2/3) of the total number of lots then contained within the Property always have the power and authority to amend these Covenants and land use restrictions, in whole or in part, at any time and from time to time; provided, during the Development Period no amendment is effective unless and until approved in writing by Declarant.

E. Subordination

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

F. Binding Effect

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

FILED FOR RECORD IN:
Chambers
On: 11/23/2022 11:13 AM
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Number of Pages: 10
Amount: \$58.00
Order#: 20221123000016
By: CG
Heather H. Hawthorne

