

Eastland County  
Cathy Jentho  
County Clerk  
Eastland, TX 76448

Instrument Number: 2020-000587

As  
Recorded On: 03/03/2020 12:05 PM Recordings

Document Type: DECLARATION & RESTRICTIONS Number of Pages: 15 Pages

(Parties listed above are for Clerks reference only)

**\*\*Examined and Charged as Follows:\*\***

Total Recording: 78.00

**File Information:**

Document Number: 2020-000587  
Receipt Number: 112046  
Recorded Date/Time: 03/03/2020 12:05 PM

Registered \_\_\_\_\_  
Scanned \_\_\_\_\_  
Indexed \_\_\_\_\_

Recorded By: Donna Robertson

**\*\*\*\*\*DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT\*\*\*\*\***

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed on the date and time stamped herein and was duly recorded in the Official Public Records of Eastland County, Texas



A handwritten signature in black ink that reads "Cathy Jentho".

Cathy Jentho  
Eastland County Clerk

**Record and Return To:**

J DAVID KILGORE  
2815 RIVER WAY  
SPRING BRANCH, TX 78070



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN EASTLAND  
COUNTY CLERKS OFFICE





4. Before a residence is constructed, travel trailers and RV's may be temporarily stored on the Property but shall not be used as a permanent residence. After a residence is constructed, all boats, travel trailers and RV's must be stored behind the residence or in a garage.

5. No junk cars, abandoned cars or scrap, trash, landscaping trimmings or other debris may be placed on the Property.

6. No pigs or peacocks will be permitted on the Property.

7. No portion of the Property can be divided into smaller tracts.

8. No signs for advertising, or billboards, may be placed on the Property with the exception of one professionally made "for sale" sign.

9. No activity whether for profit or not, shall be conducted on the Property which is not related to the occupation of the Property for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances are stored on the Property. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on the Property.

10. No Mineral development by means of mining or drilling.

11. Each tract of land sold from the Property shall be subject to utility easements measuring: fifty feet (50') in width across the front; twenty-five feet (25') from any rear property line; and fifteen feet (15') which is reserved along the sides of each tract. The utility easements shall be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of an owner of a tract of land in the Subdivision. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Property. The Developer reserves the right to grant specific utility easements without the joinder of any owner of a tract of land in the Subdivision to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Property shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of an owner of a tract of land in the Subdivision located within the easements.



ARTICLE II  
RISING OAK RANCH WILDLIFE MANAGEMENT ASSOCIATION

1. Rising Oak Ranch Wildlife Management Association, Inc. (RORWMA), a Texas non-profit corporation, has been organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.
2. RORWMA was formed to:
  - a. Prepare the bylaws for RORWMA.
  - b. Yearly prepare and deliver a Master Wildlife Plan to Eastland Appraisal District.
  - c. Aide property owners in obtaining, maintaining, developing, and managing an agricultural valuation upon their property based upon a wildlife management plan as provided for by the Texas Constitution and Texas law.
  - d. RORWMA reserves the right to ingress and egress onto member properties in order to add or fill feeders or other necessary appurtenances consistent with maintaining the agricultural valuation for each property.
3. Each property owner will be responsible to apply with the appraisal district and submit yearly the necessary documents to establish that such owner is under the Master Wildlife Plan for Rising Oak Ranch. Failure to do so will result in the loss of such owners' agricultural valuation upon their property.
4. Every person or entity who is a record Owner of any Tract of Land ("Tract Owner") from the 242.3 acres shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless of the number of persons who may own a Tract, there shall be but one membership for each Tract and one (1) vote for each Tract. Ownership of the Tracts shall be the sole qualification for Membership.

ARTICLE III  
DEVELOPER'S RIGHTS AND RESERVATIONS

1. Developer shall have, retain and reserve certain rights as set forth in these Restrictions with respect to the Association from the date hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights or for the time allowed under the Texas Property Code. Notwithstanding the foregoing, the Developer rights shall not be released until such time as a document relinquishing said rights is filed of record or the Developer no longer holds record title to any Tracts in the Property. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance by the Developer whether or not specifically stated therein. The rights, reservations and easements set forth herein shall be prior and superior to any other provisions of these Restrictions and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to these Restrictions.



Developer's consent to any amendment shall not be construed as consent to any other amendment.

2. Developer has appointed the first board for Rising Oak Ranch Wildlife Management Association.
3. Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real Property of Eastland County, Texas. No consent shall be required of the Association or any Member thereof, each Owner being deemed to have appointed the Developer as his agent and attorney-in fact to effect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

#### ARTICLE IV INITIAL FUNDING AND ASSESSMENTS

1. *Initial Funding and Authority.* The Developer shall initially fund the RORWMA with Two Thousand Dollars (\$2,000.00) to be used by the board for the purposes of RORWMA. Thereafter, the RORWMA shall have the authority to levy Assessments for the activities of RORWMA.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Road Maintenance Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Wildlife Management Association to secure Assessments.

4. *Commencement.* A Lot becomes subject to Assessments upon the recording of this Declaration. Assessments.

5. *Regular Assessments.* Unless approved by a 2/3 majority of all lot owners, there shall be no regular assessments charged or paid to the RORWMA. If such vote occurs and results in the creation of a regular assessment, the results of such vote shall be recorded in the real property records of Eastland County, Texas. If a regular assessment is approved by a vote of 2/3 majority of all lot owners, the following provisions shall apply to such regular assessments:

- a. *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses RORWMA. The amount of the regular assessment shall be established by a majority vote of all lot owners.
- b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular



Assessment will be sent to every Owner at least thirty days before its effective date.

- c. *Collections.* Regular Assessments will be collected annually in advance, payable on the first day of the year and on the same day of each succeeding year.

6. *Special Assessments.* In addition to the Regular Assessments, if any, the Board may levy Special Assessments for the purpose of funding the activities of the RORWMA in fulfilling its purposes as provided for herein. Special Assessments must be approved by the Members, as set out below. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a majority of the votes that might be cast if all Members voted, such vote taking place at a meeting of the Members in accordance with the Bylaws.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Wildlife Management Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Road Maintenance Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within 30 days after it is due is delinquent.

#### **Remedial Rights**

1. *Late Charges and Interest.* A late charge of 5% of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of 5% per year. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* If the Wildlife Management Association complies with all applicable notice requirements, an Owner is liable to the Wildlife Management Association for all costs and reasonable attorney's fees incurred by the Wildlife Management Association in collecting delinquent Assessments, foreclosing the Road Maintenance Association's lien, and enforcing the Dedicatory Instruments.

3. *Judicial Enforcement.* The Wildlife Management Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Road Maintenance Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.



4. *Remedy of Violations.* The Wildlife Management Association may levy a fine against an Owner for a violation of the Dedicatory Instruments, in accordance with the Bylaws.

5. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Wildlife Management Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law and the Bylaws.

6. *Damage to Property.* An Owner is liable to the Wildlife Management Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

#### ARTICLE V GENERAL PROVISIONS

1. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are cancelled by a Vote of the Members and an appropriate document is recorded evidencing the cancellation of these Restrictions.

2. Except for any amendment affecting any existing Improvements, these Restrictions may be amended or changed, in whole or in part, at any time by a two-third (2/3) majority Vote of the Members.

3. The Developer shall have and reserve the right at any time prior to the transfer of control to the Association, without the joinder or consent of any Owner or other party, to amend these Restrictions by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns a portion of the Property and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Property and evidenced by these Restrictions.

4. Each of these provisions of these Restrictions shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

5. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the developer and the Association, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

6. No violation of the provisions herein contained or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgage under any such mortgage, the holder of any such lien or beneficiary of any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.



IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this 2 day of March, 2019.

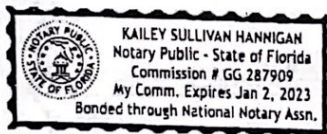
TRARS, L.L.C., a Florida limited liability company  
By its Manager, TRARS Management, LLC

By: *Gino Taliento*  
Gino Taliento, its Manager

THE STATE OF ~~TEXAS~~ Florida §

COUNTY OF Sarasota §

This instrument was acknowledged before me on the 2 day of March, 2020, by Gino A. Taliento in his capacity as Manager of TRARS Management, L.L.C., a Florida limited liability company, in its capacity as Manager of TRARS, LLC.



*Kailey Sullivan Hannigan*  
NOTARY PUBLIC, State of ~~Texas~~ Florida  
Exp. Jan. 2, 2023





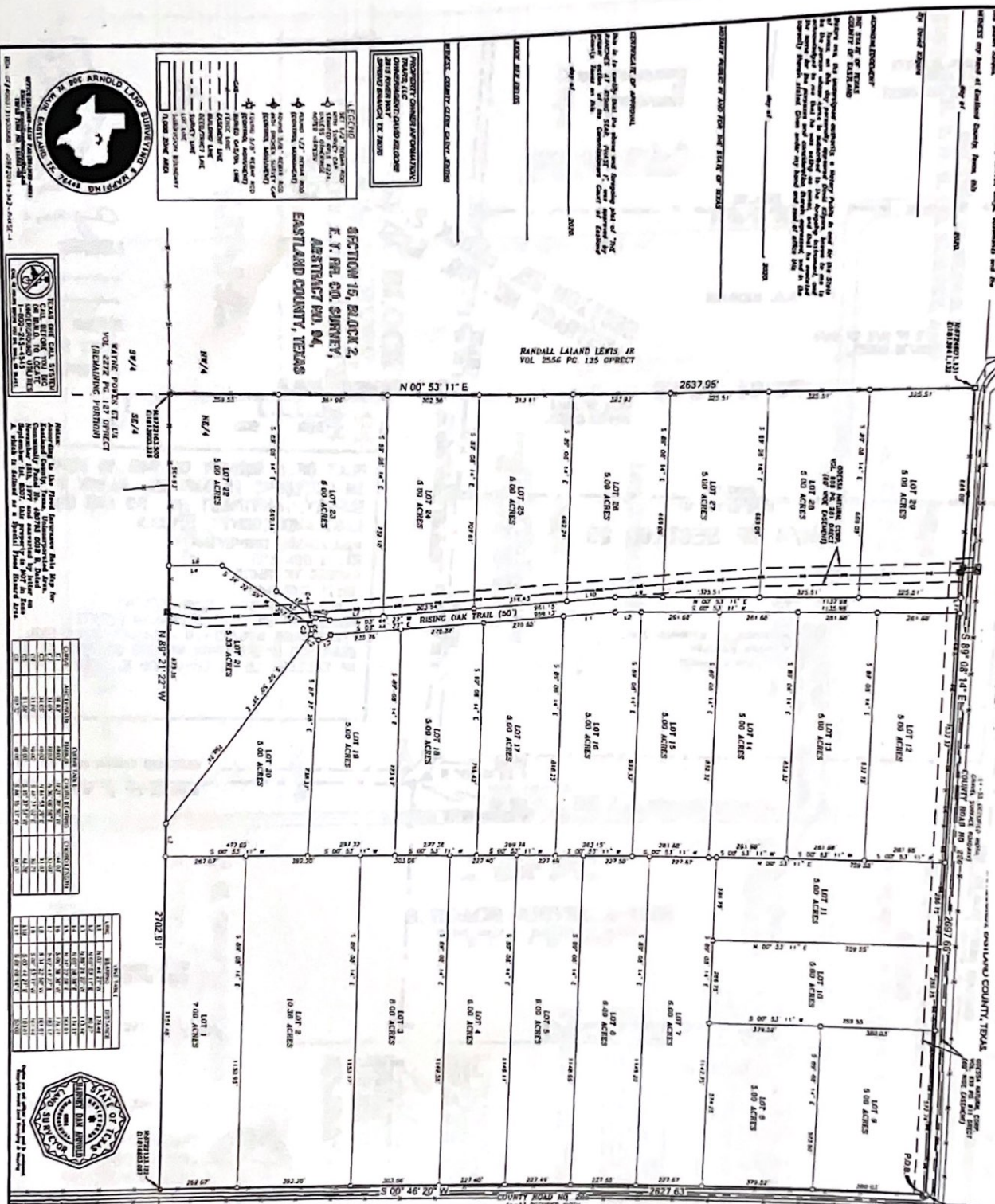
THIS MAP SHOWS THE LOTS AND BLOCKS OF THE RANCHES AT THE STAR PHASE OF THE EASTLAND COUNTY TRAIL AND IS A PART OF THE RECORDS OF THE COUNTY CLERK OF EASTLAND COUNTY, TEXAS.

SECTION 16, BLOCK 2, EASTLAND COUNTY, TEXAS

# Exhibit C1

NE 1/4, NE 1/4

W. 6. T. 1008 S. 1023  
 OF THE 17th & 18th CO. RANGERS  
 E. 1/4 18th CO. RANGERS  
 COUNTY CLERKS OFFICE



**THE RANCHES AT  
 RISING STAR PHASE**

SHOWN BY THE  
 SURVEYOR'S CERTIFICATION

THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT FILED IN EASTLAND COUNTY CLERKS OFFICE

02-21-2020

**W. 6. T. 1008 S. 1023**

OF THE 17th & 18th CO. RANGERS

E. 1/4 18th CO. RANGERS

COUNTY CLERKS OFFICE



SECTION 16, BLOCK 2, EASTLAND COUNTY, TEXAS

E. F. RICE, CO. SURVEYOR

REGISTERED PROFESSIONAL SURVEYOR

NO. 12345

PROPERTY OWNER INFORMATION

PROPERTY: [Name]

OWNER: [Name]

ADDRESS: [Address]

LOT	ACRES	BEARING	DISTANCE
LOT 1	10.28	N 00° 00' 00" E	100.00
LOT 2	5.00	S 00° 00' 00" E	100.00
LOT 3	5.00	S 00° 00' 00" E	100.00
LOT 4	5.00	S 00° 00' 00" E	100.00
LOT 5	5.00	S 00° 00' 00" E	100.00
LOT 6	5.00	S 00° 00' 00" E	100.00
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