

FILED FOR RECORD - HARDIN COUNTY, TEXAS  
INST NO 2024-441350 Filed: 01/17/2024 at 11:16:00 AM

**ORIGINAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**HAWTHORNE LAND, LLC**

**AND**

**“Sour Lake 90”,**

**A SUBDIVISION IN HARDIN COUNTY, TEXAS**

THE STATE OF TEXAS

§  
§  
§

KNOW ALL BY THESE PRESENTS THAT:

COUNTY OF HARDIN

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

All that certain tract or parcel of land lying and situated in the Mary Smith Survey, Abstract Number 446, and in the L. A. Rogers Survey, Abstract Number 948 (erroneously previously mentioned as L.A. Casey Survey, Abstract Number 927), Hardin County, Texas, being all of that same called 89.680 acre tract described in instrument to Virginia Kay Mattix, recorded under Instrument Number 2017-72022, of the Official Public Records of Hardin County, Texas (O.P.R.H.C.T.), said 89.655 acre tract IN Hill County, Texas.

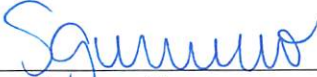
WHEREAS, for the purpose of creating and carrying out a uniform plan for the improvement and sale of the Property and the subdivided lots therein contained as large acreage “ranchettes” and referred to as “Sour Lake 90”, the following covenants, conditions and restrictions (the “Land Use Restrictions” 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 also for the benefit 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.

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EXECUTED THIS THE 10 day of January, 2024.

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

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

By:   
\_\_\_\_\_  
Susana Guerrero, Treasurer

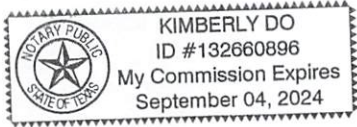
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

I, KIMBERLY DO, a Notary Public of said County and State, certify that SUSANA GUERRERO, who is the TREASURER 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 10 day of JANUARY, 2024.



*Kimberly DO*  
Notary Public

My commission expires: 09/04/2024

**Exhibit A – Metes & Bounds**

## 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 (the “Property”) addressed or otherwise encumbered by these Land Use Restrictions in which the term appears.

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

“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 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, 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 ten (10) feet from any boundary line of any Tract.
  - b. Road frontage – All structures shall be constructed at least 100 feet from road frontage which is defined as the edge of the right of way.
  - c. Not affected by Subdivision – These requirements apply to any Tracts created by the future division or combination of any lands containing any portion of the Property.
  - d. Fencing Exception: For this paragraph, fences and walls are excluded from the Building Lines requirements within this section.
  - e. Utility Easement: Grantor reserves a utility easement thirty (30) feet wide along the boundary line of any Tract.
- 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 having jurisdiction where the Property is located.

**C. Use and Activities**

- 1. *Permitted Use.* The Property may be used for any lawful use or purpose, 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 domestic fowl may be kept or raised on the Property, except twenty-five (25) fowl per acre owned for personal consumption or show competition, but shall be limited to one hundred (100) fowl 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 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:** No Tract shall 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; 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 at the time of such subdivision.
- i. Any storage of 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. Owners may place signs for the sale, lease or rental of the Property or for business conducted on the Property.
- 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.
- l. Manufactured Homes, Mobile Homes and Trailers. Any manufactured home, mobile home, or trailer moved onto, installed, or stored on the Property must be less than ten (10) years old as of the date they are 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, trailer, and recreational vehicle 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**

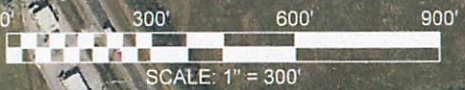
The Owners of two-thirds (2/3) of the total number of Tracts then contained within the Property always have the power and authority to amend these Covenants and land use restrictions, in whole or in part, at any time and from time to time; provided, during the Development Period, no amendment is effective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

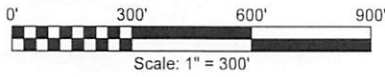


SALES MAP OF 7 TRACTS IN  
HARDIN COUNTY

PROJECT 34764 SALES MAP  
DATE 1/4/2024

**TPS** TEXAS PROFESSIONAL SURVEYING  
3032 N. Frazier, Conroe, Texas 77303  
Ph: 936.756.7447 Fax: 936.756.7448  
www.surveyingtexas.com  
Firm No. 10083400



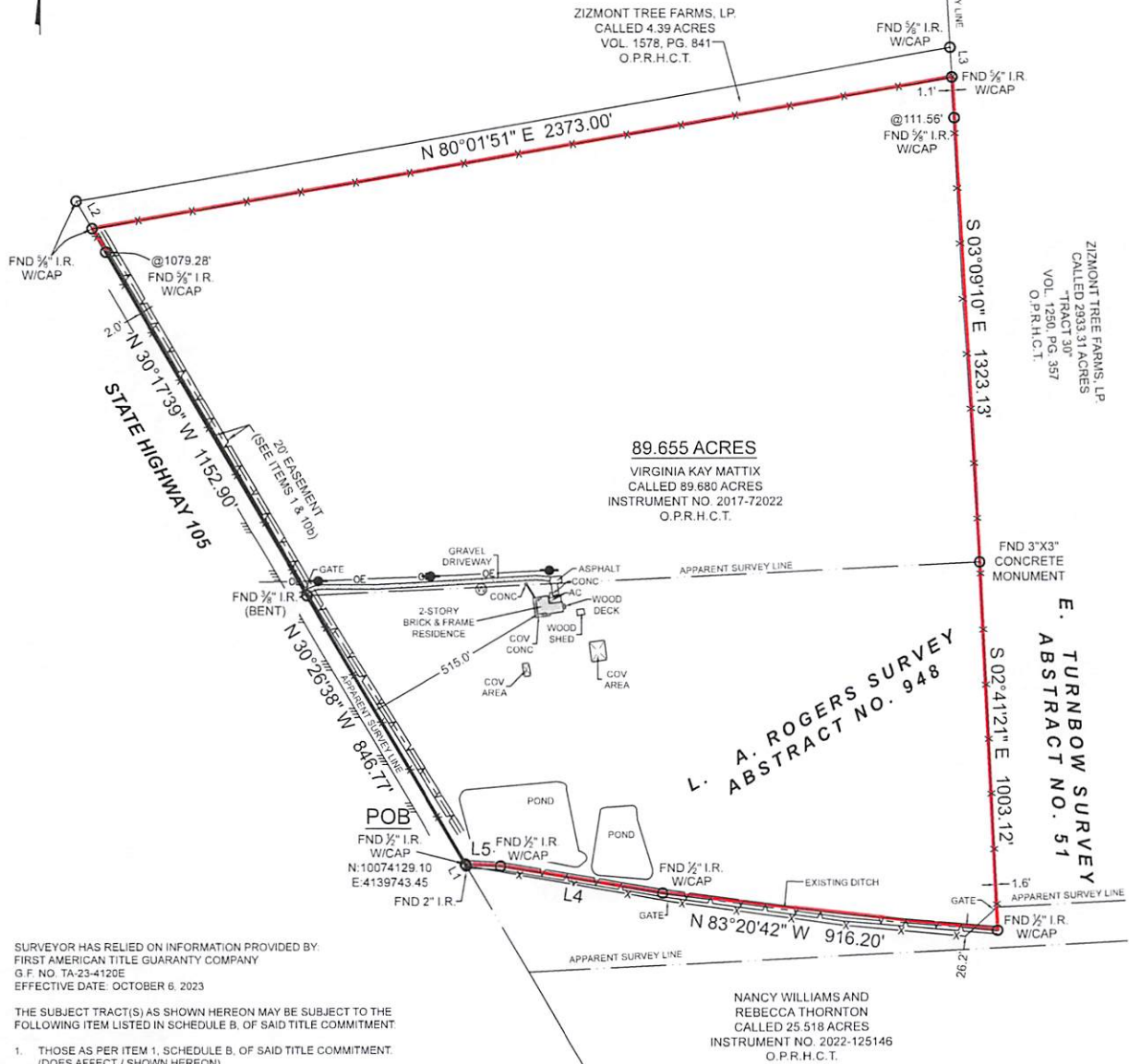


**SYMBOL LEGEND**

- ==== EDGE OF ASPHALT
- - - FLOWLINE
- o- OVERHEAD ELECTRIC
- x- WIRE FENCE
- o FOUND SURVEY MONUMENT
- o POWER POLE
- o WATER WELL

**MARY SMITH SURVEY  
ABSTRACT NO. 446**

LINE	BEARING	DISTANCE
L1	S 29°47'54" E	5.06'
L2	N 30°24'12" W	86.01'
L2	S 29°47'54" E	5.06'
L3	N 03°19'42" W	80.70'
L4	N 80°19'55" W	447.25'
L5	N 86°40'00" W	95.62'



SURVEYOR HAS RELIED ON INFORMATION PROVIDED BY:  
FIRST AMERICAN TITLE GUARANTY COMPANY  
G.F. NO. TA-23-4120E  
EFFECTIVE DATE: OCTOBER 6, 2023

- THE SUBJECT TRACT(S) AS SHOWN HEREON MAY BE SUBJECT TO THE FOLLOWING ITEM LISTED IN SCHEDULE B, OF SAID TITLE COMMITMENT
1. THOSE AS PER ITEM 1, SCHEDULE B, OF SAID TITLE COMMITMENT. (DOES AFFECT / SHOWN HEREON)
  - 10b) EASEMENT TO VIRGINIA K. HILL PER VOL. 994, PG. 60 D.R.H.C.T. (DOES AFFECT / SHOWN HEREON)
  - 10c) MUTUAL ROAD EASEMENT PER VOL. 806, PG. 744 D.R.H.C.T. (MAY OR MAY NOT AFFECT / SURVEYOR RECOMMENDS HAVE AN ATTORNEY REVIEW THE RIGHTS AND TERMS OF THIS AGREEMENT)
  - 10d) ROAD EASEMENT TO KIRBY FOREST INDUSTRIES, INC. PER VOL. 879, PG. 798, D.R.H.C.T. (DOES NOT AFFECT)
  - 10e) MUTUAL ROAD EASEMENT PER VOL. 934, PG. 714, D.R.H.C.T. (MAY OR MAY NOT AFFECT / SURVEYOR RECOMMENDS HAVE AN ATTORNEY REVIEW THE RIGHTS AND TERMS OF THIS AGREEMENT)

PROJECT NUMBER	34764
DATE	10/11/2023
DRAWN BY	GVJ
CHECKED BY	TNK / MJW
FIELD CREW	JW
REVISION 1	
REVISION 2	
REVISION 3	
REVISION 4	

NO PORTION OF THIS PROPERTY APPEARS TO LIE WITHIN THE 100 YEAR FLOODPLAIN PER GRAPHIC SCALING OF COMMUNITY PANEL NOS. 48199C0475F & 48199C0500F, BOTH HAVING AN EFFECTIVE DATE OF 10/8/2010.

ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (TXC-4203). U.S. SURVEY FEET, AND ARE BASED ON GPS OBSERVATIONS MADE BY TEXAS PROFESSIONAL SURVEYING, LLC.

PURCHASER ..... HAWTHORNE LAND, LLC  
ADDRESS ..... 29486 SH 105, SOUR LAKE, TX 77659  
SURVEY ..... MARY SMITH, A - 446  
SURVEY ..... L.A. ROGERS, A - 948  
SUBJECT ..... 89.655 ACRES  
COUNTY ..... HARDIN

BEING a 89.655 acre tract of land situated in the Mary Smith Survey, Abstract Number 446, and in the L. A. Rogers Survey, Abstract Number 948 (erroneously previously mentioned as L.A. Casey Survey, Abstract Number 927), Hardin County, Texas, being all of that same called 89.580 acre tract described in instrument to Virginia Kay Mattix, recorded under instrument Number: 2017-72022, of the Official Public Records of Hardin County, Texas (O.P.R.H.C.T.), said 89.655 acre tract being more particularly described by attached metes and bounds description.

THIS SURVEY WAS CREATED FROM NOTES AND OBSERVATIONS TAKEN ON THE GROUND UNDER MY DIRECT SUPERVISION, AND IS TRUE AND CORRECT AT TIME OF SURVEY.

**BOUNDARY & IMPROVEMENT  
SURVEY**



Thomas A. McIntyre  
Registered Professional Land Surveyor No. 6921



# TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303  
(936)756-7447 FAX (936)756-7448  
FIRM REGISTRATION No. 100834-00

**FIELD NOTE DESCRIPTION**  
**89.655 ACRES**  
**IN THE MARY SMITH SURVEY, ABSTRACT NUMBER 446**  
**AND IN THE L. A. ROGERS SURVEY, ABSTRACT NUMBER 948**  
**HARDIN COUNTY, TEXAS**

BEING a 89.655 acre tract of land situated in the Mary Smith Survey, Abstract Number 446, and in the L. A. Rogers Survey, Abstract Number 948 (erroneously previously mentioned as L.A. Casey Survey, Abstract Number 927), Hardin County, Texas, being all of that same called 89.680 acre tract described in instrument to Virginia Kay Mattix, recorded under Instrument Number 2017-72022, of the Official Public Records of Hardin County, Texas (O.P.R.H.C.T.), said 89.655 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod with cap found in the apparent westerly line of said Rogers Survey, the easterly margin of State Highway 105, in the approximate centerline of an existing ditch, for the common westerly corner of said 89.680 acre tract and that certain called 25.518 acre tract described in instrument to Nancy Williams and Rebecca Thornton, recorded under Instrument Number 2022-125146, O.P.R.H.C.T., being the southwesterly corner of the herein described 89.655 acre tract, from which a 2 inch iron rod found for reference bears, South 29°47'54" East, 5.06 feet, said **POINT OF BEGINNING** having a Texas State Plane Coordinate value of **N: 10,074,129.10, E: 4,139,743.45**, Central Zone, (4203), grid measurements;

THENCE North 30°26'38" West, 846.77 feet, with the apparent westerly line of said Rogers Survey, the easterly margin of said State Highway 105, the westerly line of said 89.680 acre tract, to a 3/8 inch iron rod (bent) found for the apparent common westerly corner of said Rogers Survey and said Smith Survey, being an angle point in the westerly line of the herein described 89.655 acre tract;

THENCE North 30°17'39" West, continuing with the easterly margin of said State Highway 105, the westerly line of said 89.680 acre tract, at a distance of 1079.28 feet, pass a 5/8 inch iron rod with cap found for reference, in all, a total distance of 1152.90 feet, to a 5/8 inch iron rod with cap found for the common westerly corner of said 89.680 acre tract and that certain called 4.39 acre tract described in instrument to Zizmont Tree Farms, LP., recorded in Volume 1578, Page 841, O.P.R.H.C.T., being the northwesterly corner of the herein described 89.655 acre tract, from which a 5/8 inch iron rod with cap found for reference bears, North 30°24'12" West, 86.01 feet;

THENCE North 80°01'51" East, 2373.00 feet, with the common line between said 89.680 acre tract and said remainder of 4.39 acre tract, to a 5/8 inch iron rod with cap found in the apparent common line between said Smith Survey and the E. Turnbow Survey, Abstract Number 51, in the westerly line of that certain called 2933.31 acre tract described as "Tract 30" in instrument to Zizmont Tree Farms, LP., recorded in Volume 1250, Page 357, O.P.R.H.C.T., for the common easterly corner of said 89.680 acre tract and said remainder of 4.39 acre tract, being the northeasterly corner of the herein described 89.655 acre tract;

THENCE South 03°09'10" East, with the apparent common line between said Smith Survey and said Turnbow Survey, the common line between said 89.680 acre tract and said 2933.31 acre tract, at a distance of 111.56 feet, pass a 5/8 inch iron rod with cap found for reference, in all, a total distance of 1323.13 feet, to a 3 inch by 3 inch concrete monument found for the apparent common easterly corner of said Smith Survey and said Rogers Survey, a common corner of said 89.680 acre tract and said 2933.31 acre tract, being an angle point in the easterly line of the herein described 89.655 acre tract;

THENCE South 02°41'21" East, 1003.12 feet, with the apparent common line between said Rogers Survey and said Turnbow Survey, the westerly line of said 2933.31 acre tract and a westerly line of said 25.518 acre tract, to a 1/2 inch iron rod with cap found for the common easterly corner of said 89.680 acre tract and said 25.518 acre tract, being the southeasterly corner of the herein described 89.655 acre tract;

THENCE generally along and with the approximate centerline of said existing ditch, with the common line between said 89.680 acre tract and said 25.518 acre tract, the following three (3) courses and distances:


1. North 83°20'42" West, 916.20 feet, to a 1/2 inch iron rod with cap found for corner;
2. North 80°19'55" West, 447.25 feet, to a 1/2 inch iron rod with cap found for corner;
3. North 86°40'00" West, 95.62 feet, to the **POINT OF BEGINNING** and containing a computed area of 89.655 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on October 11, 2023, by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and referenced to Survey Drawing Project 34764.

Bearings recited hereon are based on GPS observations and referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone, (4203), grid measurements.

October 30, 2023  
Date



  
Thomas A. McIntyre  
R.P.L.S. No. 6921

2024-141350  
CONNIE BECTON  
COUNTY CLERK  
2024 Jan 17 at 11:16 AM  
HARDIN COUNTY, TEXAS  
By: EF, DEPUTY