

## Second Amended Declaration of Restrictive Covenants

### Basic Information

Date: May 1, 2024

Declarant: Heart of the Canyon Ranch, LLC, a Texas limited liability company

Declarant's Address: P.O. Box 1002, Leakey, Texas 78873

Property: Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27, Ranches at Rio Frio Subdivision, according to the map or plat thereof recorded in Volume 1, Pages 298-1 & 298-2, Plat Records of Real County, Texas.

### RECITALS

WHEREAS, Declarant caused to be filed a Declaration of Restrictive Covenants covering the above referenced Property in Volume 105, Page 9518, Official Public Records of Real County, Texas ("Declarations"); and,

WHEREAS, Declarant caused to be filed an Amended Declaration of Restrictive Covenants covering the above referenced Property in Volume 106, Page 1809, Official Public Records of Real County, Texas ("Amended Declarations"); and,

WHEREAS, the Declarant, being the Owner of the Property, desires to file additional restrictions that will apply to Lots 6 through 27 in the Ranches at Rio Frio Subdivision; and,

WHEREAS, the Declarant and all Owners agree to the following amended or added terms of the Declarations, the matters of which shall be in addition to the previously filed Declarations and Amended Declarations, and that the Property shall be bound by this agreement and this amendment shall run with the land.

### Definitions

"Commercial Structure" means a structure used for commercial purposes.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Heart of the Canyon Ranch, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Lot" means each tract of land being part of the Property.

"Owner" means every record Owner of a fee interest in a Lot.

"Primary Residence" means a single structure single-family residence that is intended to

be the full-time or part-time residence of each Owner or Resident to a particular Lot.

“Secondary Residential Structure” means a guesthouse, pool house, servant’s quarters, or like structure.

“Outbuilding” means a non-residential structure such as a pump house, well house, workshop, barn, or tool shed.

“River Park” means the 0.585 Shared River Park depicted on the plat of Antler Ridge Subdivision, filed in Volume 1, Page 294, Plat Records of Real County, Texas.

## **Clauses and Covenants**

### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Property and all Lots. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot 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 for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

### **B. Covenants, Conditions, and Restrictions**

1. The Property may not be subdivided into tracts smaller than five (5) acres, and any subdivision of property less than ten (10) acres shall require setbacks for any building of a minimum of twenty feet (20’) from all boundaries of said tracts.

2. Mobile or modular homes are prohibited. No permanent RV residences. All buildings and improvements must be set back twenty (20’) feet from all boundary lines.

3. No portion of any tracts may be used or maintained as a dump ground for trash, garbage or other waste, except that nothing herein shall prohibit a tract greater than 10 acres from having a burn pit for burning or depositing biodegradable waste, provided that such use complies with state and county rules, regulations, and laws. No junk, abandoned nor non-functioning vehicles are allowed.

4. The discharge of firearms must conform to state and county rules and laws. No commercial gun ranges and/or training facilities allowed.

5. No commercial towers, antennas, or wind generators, No solar farms.

6. Keeping or grazing animals for recreational use shall be allowed; however, swine shall not be raised, bred or kept on lots less than 10 acres, with the exception of animals raised

and kept as a 4-H or Future Farmer Association project. Ranching and farming activities are permitted.

7. All outdoor lighting on poles must be downward facing.
8. No commercial trapping or commercial hunting of animals.
9. A Homeowner's Association (HOA) will be formed to provide for the ownership, maintenance, and upkeep of the joint River Park of Antler Ridge Subdivision and Ranches of Rio Frio Subdivision (the "Subdivisions").

Heart of the Canyon Ranch, LLC and/or its agent(s) will control and direct 50% of the HOA activities, and Robert Petrovics, Carole Petrovics, Jeffrey Pannell, and Katherine Pannell, jointly, will control and direct the remaining 50% of the HOA activities, until a combined ten of the lots in the subdivisions are sold. Heart of the Canyon Ranch, LLC and/or its agent(s), and Robert Petrovics, Carole Petrovics, Jeffrey Pannell, and Katherine Pannell, reserve the right to exempt any lots for which they retain ownership from the HOA control, provided that any such lot so exempted shall forfeit and transfer any rights in the River Park to the HOA.

Control and operation of the HOA will become the responsibility of the HOA board when a combined ten of the lots of the Subdivisions are sold. The HOA will be structured such that each Subdivision shall be allocated 50% of the votes in the HOA, run by bi-annually elected board of no less than three members, with the power to impose assessments solely for the operation, ownership, development, maintenance, and upkeep of the joint River Park.

10. No commercial businesses of any kind other than short-term rentals of a Primary Residence or Secondary Residential Structure are allowed. Bee keeping activities are permitted.
11. Only one Primary Residence, up to two Secondary Residential Structures, and up to two Outbuildings are permitted.
12. No animal rescue facilities are permitted.
13. No hunting unless the Owner owns a minimum of 20 contiguous acres.

### **C. General Provisions**

1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.
3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of 100 percent of the Owners, except that the Covenants, Conditions, and Restrictions

numbered 10, 11, 12, and 13 may be amended at any time by the affirmative vote of 80 percent of the Owners.

5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

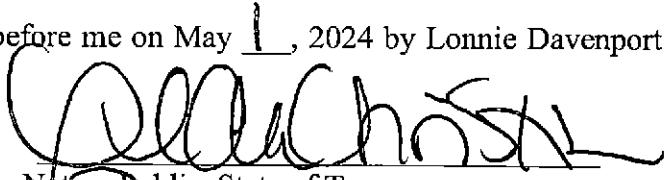
**Heart of the Canyon Ranch, LLC**

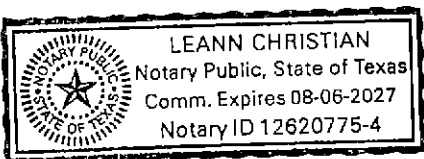
  
By: Lonnie Davenport, Manager

THE STATE OF TEXAS  
COUNTY OF Real

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This Instrument was acknowledged before me on May 1, 2024 by Lonnie Davenport in the capacity stated above.

  
Notary Public, State of Texas



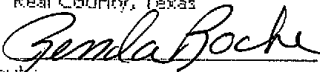
FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: 5/1/2024 11:50:10 AM

Document Number: 00000021110  
Amount: \$37.00

STATE OF TEXAS      COUNTY OF REAL

I hereby certify that this instrument was FILED on this date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF REAL COUNTY, TEXAS in the volume and page shown.

D'Ann Green, County Clerk  
Real County, Texas

By:   
Deputy

Any provisions 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.