



DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter referred to as this "Declaration") is executed on this 8th day of December, 2022, by SILO HOLDINGS LLC, A Texas limited liability company (hereinafter collectively referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land described as follows:

Of a 535.869 acres tract of land out of T.E. & L. Co. Survey No. 1707, Abstract No. 482 and the T.E. & L. Co. Survey No. 1708, Abstract No. 483, both in Palo Pinto County, Texas; being part of a certain 613.434 acres tract (Tract 6) described in Volume 2402, Page 28 of the Official Public Records of Palo Pinto County, Texas; and being further described by metes and bounds as follows:

Beginning at a found 1/2" iron rod with cap (LAWSON) at the northeast corner of said T.E. & L. Co. Survey No. 1708 and at the northeast corner of said 613.434 acres tract for the northeast and beginning corner of this tract.

Thence S. 00 deg. 43 min. 34 sec. W. 3752.76 feet to a found 1/2" iron rod with cap (NEEDHAM) at the southeast corner of said T.E. & L. Co. Survey No. 1708 and at the northeast corner of said T.E. & L. Co. Survey No. 1707 for a corner of this and said 613.434 acres tract.

Thence S. 00 deg. 56 min. 32 sec. E. 2286.76 feet to a found 1/2" iron rod with cap in the north right of way line of State Highway No. 254 and at the southeast corner of said 613.434 acres tract for the most easterly southeast corner of this tract.

Thence S. 40 deg. 56 min. 49 sec. W. 12.72 feet along the north right of way line of said State Highway No. 254 to a set 1/2" iron rod with cap (PRICE SURVEYING) in the south line of said 613.434 acres tract for a corner of this tract.

Thence N. 26 deg. 08 min. 58 sec. W. 315.60 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract.

Thence N. 72 deg. 22 min. 29 sec. W. 1211.22 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for an ell corner of this tract.

Thence S. 26 deg. 59 min. 45 sec. W. 1541.56 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for the most southerly southeast corner of this tract.

Thence West 1726.17 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) in the west line of said T.E. & L. Co. Survey No. 1707 and in the west line of said 613.434 acres tract for the southwest corner of this tract. Whence a found 60D nail at the southwest corner of said 613.434 acres tract bears S. 01 deg. 08 min. 05 sec. E. 669.22 feet.

Thence N. 01 deg. 08 min. 05 sec. W. 3023.66 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) at the northwest corner of said T.E. & L. Co. Survey No. 1707 and the southwest corner of said T.E. & L. Co. Survey No. 1708 for a corner of this and said 613.434 acres tract.

Thence N. 00 deg. 50 min. 30 sec. E. 3729.19 feet to a found "MAG" nail at the northwest corner of said T.E. & L. Co. Survey No. 1708 for the northwest corner of this and s

Thence N. 89 deg. 41 min. 27 sec. E. 3742.82 feet to the place of beginning.

(hereinafter referred to as the "Restricted Property"); and

WHEREAS, Declarant desires to execute this Declaration in order to place certain restrictive covenants set forth below (hereinafter collectively referred to as the "Restrictions") of record as a lawful and binding encumbrance to the title to the Restricted Property.

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms hereof, Declarant hereby imposes the following Restrictions (herein so called) on the Restricted Property:

1. No commercial activity other than ordinary farm and ranch operations or home-based type businesses shall be permitted.
2. No dog kennels, hog or swine farming, chicken or turkey farms, or feed lots other than animals for personal use shall be permitted. Laying chickens are allowed; however, there shall be no roosters. Owners (as hereinafter defined) are allowed to have two (2) large animals per owned acre.
3. No excavation of sand, gravel, or rocks other than for personal use on a tract to landscape, build home and outbuildings, or construct ponds, etc. shall be permitted.
4. No wrecking yards or storage of inoperable vehicles or equipment shall be permitted on any tract. Any inoperable vehicles or equipment must be stored inside a building and shielded from view of neighboring landowners.
5. No manufactured homes or mobile homes shall be allowed as residences or stored on any tract. "Tiny homes" and off-site built cabins are not considered to be manufactured or mobile homes.
6. No recreational vehicles, including motor homes, travel trailers, or moveable containers with living spaces, shall be permitted on any tract unless shielded from view of neighboring landowners by structure, terrain, or landscaping.
7. No billboards or advertising signs shall be permitted on any tract unless shielded from view of neighboring landowners, except for signs used for the sale of tracts.
8. No further subdivision of any tract shall be permitted.
9. No noxious or offensive activity shall be carried on upon any tract or within any portion of the property, nor shall anything be done thereon which may become an annoyance or nuisance to the other Owners.

10. No accumulation of debris, refuse, trash, hazardous materials, or junk may be placed on or stored on the property.

11. No structure shall be more than two (2) stories in height.

12. No wind turbines or towers taller than 50 feet shall be permitted on any tract.

13. All structures including but not limited to homes, barns, stables, storage buildings, outbuildings, gate entrances, and fences must be constructed of quality materials in a skilled, workmanlike manner. Perimeter fences must be of "see-through" material such as net wire, barbed/barbless wire or a combination of. All construction other than homes must be completed within 12 months of construction commencement.

14. All structures shall be set back 200 feet from the edge of the Mountain Drive Road and utility easement and 50 feet from the tract side boundaries. This provision shall include permanent and temporary structures including hunting blinds, but shall not pertain to fences.

15. All improvements shall be constructed with necessary permits as required by Palo Pinto County, Texas, including without limitation any on-site sewer (septic) systems.

Notwithstanding anything herein to the contrary, however, the Restrictions shall not be applicable to or enforced against any tract while such tract is owned by Declarant or a related entity to Declarant; however, once Declarant or related entity conveys such tract to a third party, the Restrictions shall automatically apply to and burden such tract thereafter.

Restrictions may be enforced by Declarant, Declarant's heirs, personal representatives, successors and any assignee of Declarant's rights hereunder, or any other owner of one or more tracts of land within the Restricted Property (such owners of tracts within the Restricted Property other than Declarant referred to herein as "Owners"), by any proceeding at law or in equity. In the event an Owner violates any of the restrictions, said Owner shall be given 30 days written notice to correct the violation. In the event said violation is not corrected and a lawsuit is brought against an Owner who violates the restriction, such Owner shall be responsible for all court costs and attorney fees. Failure to enforce any covenant or restriction contained herein shall not be deemed to be a waiver of the right to future enforcement with respect to the violation in question or any other violation. Any waiver of a right to enforce the provisions of this Declaration must be in writing and signed by the party to be bound.

This Declaration may be amended by an instrument signed by Declarant, or alternatively not less than 67% of Owners of tracts within the Restricted Property.

Invalidation of any one of these covenant or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

If any controversy, claim, or dispute arises relating to this Declaration, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, costs and attorney's fees.

Executed as of the date first above written.

SILO HOLDINGS LLC, a Texas limited liability company

By:


Nicholas Heim, Managing Member

ACKNOWLEDGMENT

STATE OF TEXAS


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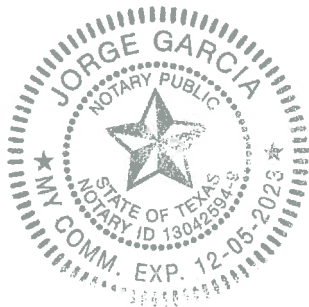
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COUNTY OF Harris

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This instrument was acknowledged before me on the 8th day of Dec, 2022, by Nicholas Heim, in his capacity as Managing Member of Silo Holdings LLC, a Texas limited liability company.


Notary Public, State of Texas



**CERTIFIED FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**



Janette K. Green Palo Pinto County Clerk
Palo Pinto County, TX
12/12/2022 01:53 PM
Fee: \$38.00
2022-00008342 COV

B: OR V: 2478 P: 292