

Canyon Draw Prairie
Declaration of Covenants, Conditions, and Restrictions

Recitals

A. Canyon Draw Prairie, LLC (“**Developer**”) is the owner of the following property described on Exhibit A which is attached hereto (the “**Property**”):

B. Developer intends for the Property to be developed as a rural residential subdivision. Developer declares that the Property is to be held, sold and conveyed subject to the restrictions, covenants and conditions herein which:

- (1) are for the purpose of establishing a general scheme for the development of the Property and for the purpose of enhancing and protecting the value, attractiveness and desirability of the Property and each portion thereof;
- (2) run with title to the Property and are binding on all parties having or acquiring any right, title or interest in the Property or any part thereof; and
- (3) inure to the benefit of each owner of any portion of the Property.

Declaration

Now therefore, by execution of this Canyon Draw Prairie Declaration of Covenants, Conditions, and Restrictions (this “**Declaration**”), Developer adopts the above Recitals and adopts, establishes, and imposes the following covenants, conditions, and restrictions upon the Property and declares that the Property and each part thereof will be held, owned, leased, transferred, sold, conveyed, used and occupied subject to such covenants, conditions, and restrictions.

Article 1

Covenants, Conditions and Restrictions

1.1 Subdivision. The Property will be divided and sold in tracts or lots (each a “**Lot**”) A portion of the Property has been platted (the “**Platted Portion**”) as reflected in that certain plat recorded on July 13, 2023 under Clerk’s File No. 2023011692, Official Public Records of Randall County, Texas (wherein the Platted Portion is referred to as “Canyon Draw Prairie Unit 1” but is included as part of the Property for the purpose of this Declaration). No part of the Platted Portion may be re-subdivided to reduce the size of any platted Lot in the Platted Portion. No portion of the Property, other than the Platted Portion, may be subdivided or re-subdivided such that any resulting Lot is less than 10.001 contiguous acres.

1.2 Number of Animals Restrictions. The maximum total head of livestock or domestic animals (including without limitation cattle, horses, pigs, goats, and sheep but

excluding dogs, cats, fish, and humans) which may be located on any Lot at any one time shall be three (3) multiplied by the number of whole acres in the Lot, and of such total maximum head of livestock or domestic animals: (i) the maximum number of horses which may be located on any Lot at any one time shall be one (1) multiplied by the number of whole acres in the Lot; and (ii) the maximum number of cattle which may be located on any Lot at any one time shall be two (2) multiplied by the number of whole acres in the Lot. No livestock or domestic animals (including without limitation cattle, horses, pigs, goats, and sheep but excluding dogs, cats, fish, and humans) may be located on a Lot until such time as a fence has been built around the entire perimeter of such Lot.

1.3 New Construction. No prefabricated structure or any type of building may be moved onto the Property and all structures on the Property must be constructed on the building site, except for new pre-built buildings such as “Morgan” storage sheds and barns and other new pre-built buildings for nonresidential purposes. Without limiting the foregoing, no mobile home or modular home may be placed on the Property.

1.4 Septic Systems. No open cesspools, outside toilets, or privies will ever be permitted to be erected, constructed, or maintained upon the Property. Metal, concrete, or manufactured septic tanks with adequate subterranean field tile that comply with all applicable county and regulatory requirements and standards must be installed to service each residence and office after the granting of any required permit. The septic system must be constructed so that there is no damage to the underground water.

1.5 Vehicles and RVs. No vehicle or equipment may be used as a residence or office temporarily or permanently on the Property. No junk vehicles or junk equipment shall be located on any Tract. No portion of the Property may be used as an RV park.

1.6 Junk; Trash. The Property shall be kept free from junk, salvage, dead tree limbs, rubbish, and other unsightly materials of any kind, including but not limited to broken or rusty equipment, disassembled or inoperative vehicles, discarded appliances and furniture. Trash, garbage, and other waste may not be kept on the Property.

1.7 Firearms. No firearm may be discharged on the Property outdoors or discharged indoors in such a manner that the projectile fired from the firearm travels outdoors.

1.8 Racetracks. No racetrack (whether for animal races or motorized races) and no motor-cross, dirt track or other type course used for recreationally riding cars, motorcycles, ATVs may be located on the Property.

1.9 Hazardous Waste. No portion of the Property may be used to store, dispose of or release any substance which is defined as a “hazardous substance”, “hazardous material”, or “solid waste” in any Environmental Law. **“Environmental Laws”** shall mean any federal, state, or local law, ordinance, rule or regulation relating to the protection of the environment or the generation, manufacture, production, use, storage, release, discharge, disposal, or transportation of any “hazardous substance”, “hazardous material”, or “solid waste”.

1.10 Fences. Any fence constructed on the Property shall be made of new and high-quality materials and not salvage material of any type. Without limiting the foregoing types of fences are permitted: metal fence using new materials, barbed wire fence, hot-wire fence, new chain-link fence, and newly constructed pipe fence, newly constructed wooden picket fence.

Article 2 Easements and Utilities

2.1 Easements. Developer reserves the right to layout easements for utilities, drainage, and/or ingress and egress on Lots then owned by Developer and as may be reflected in deeds, easements, or plats. If any portion of the Property is the subject of an approved plat, then the easements reflected on said plat shall bind such portion of the Property. Developer shall have no liability related to the design, construction, maintenance, upkeep, or any other aspect of any of the easements or the improvements at any time constructed therein or thereon. Developer shall have no responsibility to upkeep, maintain, repair, replace, or improve any easement or the improvements at any time constructed therein or thereon.

2.3 Underground Utilities. All utility lines inside each Lot shall be underground, and there shall be no aboveground utility lines inside the boundary lines of any Lot; provided, however, the foregoing restriction shall not prevent aboveground utilities inside any utility easement dedicated, reserved, created, or granted by Developer.

Article 3 General Provisions

3.1 Term. This document will run with and bind title to the Property and will remain in full force and effect for thirty (30) years after this document is recorded in the Official Public Records of Randall County, Texas, and thereafter extend automatically for successive periods of ten (10) years unless amended as provided in Section 3.8 below.

3.2 No Liability for Developer. Developer and the officers, directors, agents, employees, shareholders, and attorneys of Developer have no liability for enforcing, failing, or refusing to enforce any provision of this Declaration.

3.3 Severability. If any condition, covenant, or restriction herein contained is invalid, which invalidity will not be presumed until it is determined by the final non-appealable judgment or final non-appealable order of a court of competent jurisdiction, such invalidity will not affect any other condition, covenant, or restriction, each will remain in full force and effect.

3.4 Binding Effect. The conditions, covenants, restrictions, and agreements herein contained are made for the mutual benefit of, and are binding upon, each owner of any part of the Property. This instrument, when executed, will be filed for record in the Official Public Records of Randall County, Texas, and each owner or purchaser of any portion of the Property shall be deemed to have notice of the conditions, covenants, restrictions, and agreements herein contained as the result of such recording.

3.5 Enforcement. Developer and each Lot owner have the right to have this document carried out and performed with respect to each Lot, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof; provided however, that no owner shall have the right to bring any legal proceeding against Developer related to the provision contained in the document if such proceeding arises out of or relates to a Lot not then owned by Developer. Failure to enforce this document will not be deemed a waiver of the right to do so thereafter.

3.6 Address for Developer. Any notice or correspondence to Developer must be made at the following address:

Canyon Draw Prairie, LLC
c/o Mark Hughes
P.O. Box 1041
Canyon TX 79015

3.7 Change of Address. Developer may change its address for notice by recording a notice of change of address in the Official Public Records of Randall County, Texas.

3.8 Amendment. The owners of legal title to at least seventy-five percent (75%) of the acres included in the Property may amend the covenants, conditions, and restrictions set forth herein by recording an instrument containing such amendments, except that for fifteen (15) years following the recording of this document, no such amendment will be valid or effective without the joinder of Developer. Developer will be under no obligation to consent to any amendment of this document.

3.9 Assignability. Developer and its successors and assigns may assign Developer's rights, privileges, duties, and obligations hereunder by a document signed by Developer or its successors or assigns specifically assigning its rights, privileges, duties, and obligations hereunder, which document must be recorded in the Official Public Records of Randall County, Texas.

3.10 Attorney's Fees. If attorney's fees are incurred for the enforcement of this document, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs from the party against whom enforcement was successfully sought.

3.11 Time. Time is of the essence.

3.12 Gender. When the context requires, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders.

Effectively Dated: January 1, 2024.

Canyon Draw Prairie, LLC

By: _____
Mark Hughes, President

STATE OF TEXAS §

COUNTY OF RANDALL §

 This instrument was acknowledged before me on the _____ day of
_____, by Mark Hughes as President of Canyon Draw Prairie, LLC.

Notary Public, State of Texas

Exhibit A
To Canyon Draw Prairie Declaration of
Covenants, Conditions, and Restrictions

A 314.08-acre tract of land lying in the East half of Section 140, Block 6, I. & G. N. RR Co. Survey, Randall County, Texas and being more particularly described by metes and bounds as follows;

BEGINNING at a 1" iron pipe found for the Northeast corner of Section 140;

THENCE South 00 degrees 01 minutes 43 seconds West, along the East line of Section 140, a distance of 2798.25 feet to a 3/8" iron rod with cap marked "HBD" set; (Bearings relative to the Texas Coordinate System, North Zone NAD83);

THENCE North 89 degrees 56 minutes 56 seconds West, a distance of 265.95 feet to a 3/8 iron rod with cap marked "HBD" set;

THENCE South 00 degrees 00 minutes 34 seconds East, a distance of 2507.54 feet to a 3/8" iron rod found in the South line of Section 140;

THENCE South 89 degrees 56 minutes 39 seconds West, along the South line of Section 140, a distance of 2443.43 feet to a 3/8" iron rod with cap marked "HBD" found;

THENCE North 00 degrees 05 minutes 37 seconds East, at a distance of 30.0 feet pass a 3/8" iron rod with cap marked "HBD" found for reference, continue for a total distance of 5302.70 feet to a 1" iron pipe found in the North line of Section 140;

THENCE North 89 degrees 53 minutes 20 seconds East, along the North line of Section 140, a distance of 2701.72 feet to the POINT OF BEGINNING of this tract;

Said tract contains a computed area of 314.08 acres, of which 1.68 acres lie in Cemetery Road as it physically lies.