



- a. Declarant, for so long as Declarant has any right, title or interest in or to any Property within the Project; and,
- b. Each and every grantee of Declarant and their respective heirs, successors and assigns; and,
- c. Any owner of any estate, interest or title to any Property who shall later join in these Covenants by later instrument, either adopting, ratifying, confirming, taking subject to or accepting the mutual and universal scheme of restrictive covenants created herein (including but not limited to any document which incorporates this agreement by reference); and,
- d. All persons claiming any right, title or interest in or to any Property within the Project, and their respective heirs, assigns, executors, administrators and successors.

1.3 **“Real Property Records”** means the real property records of the county, or counties, in which the Property is located.

1.4 **“Structure”** means any improvement on the Property, including but not limited to, a building, barn, garage, storage unit, pool, stock, tank, fence, wall, patio, paved outdoor seating area, driveway, and walkway.

1.5 **“Tract”** means any lot or portion of land from the Property that is within the Project.

1.6 **“Vehicle”** means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

1.7 **“Road Frontage”** means the defined as the edge of any public right of way.

1.8 **“Development Period”** means the period in which the Declarant owns any part of the Project, or any other right, title, interest or claim related thereto.

## II. BUILDING LINES & SUBDIVISIONS

2.1 **Building Lines.** The building lines within the Project shall comply with the following requirements:

- a. All Structures touching the State Highway (Tracts 1, 16, 17 & 18) shall be constructed as stick-built homes with a minimum of 1500sqft. No modular homes will be allowed for those said tracts. (i) Additionally these tracts will require a 60 feet setback from the property boundary that is road frontage to the State Highway and (2) 10 feet from the rear boundary line (furthest boundary line from the road) and (3) 5 feet from the side property boundary lines of any Tract containing some or all of the Property (collectively the **“Setback Area”**). All structures touching the west side neighborhood (Tracts 1, 2, 3, 4 & 5) shall have a 250ft building setback requirement. No Vehicles, including without limitation, travel trailers, or other recreational vehicles, may be parked or stored within the Setback Area.

- b. These requirements shall apply to any additional Tracts created by the future division of a Tract within the Project, the combination of any two or more Tracts within the Project.
  - c. Fences and walls shall be excluded from the Building Lines requirements within this section.
- 2.2 **Bridges and Culverts.** Bridges constructed on or over the Project shall have at least eighteen (18) inches of clearance, or greater if required by the County or municipality having jurisdiction where the Property is located.
- 2.3 **Subdivision.** No Tract may be further subdivided unless there are no liens on the Tract at the time of such subdivision. Furthermore, in no event shall any current Tract, or newly created Tract, be less than one (1) acre.

### **III. USE & ACTIVITIES**

- 3.1 **Permitted Use.** Each Tract within the Project may be used for any lawful use or purpose, subject to the limitations listed within the Prohibited Activities under Section 3.2.
- 3.2 **Prohibited Activities.** Each Tract shall not conduct any activity in violation of these Covenants, Applicable Law, or any listed within Exhibit B, attached to and incorporated for all purposes herein.

### **IV. EASEMENTS**

- 4.1 **Utility Easements.** Declarant reserves a thirty (30) feet wide non-exclusive easement for constructing, maintaining, and repairing a system for electricity, power, telephone and other utility services to the Project and the inhabitants thereof along the boundary line of each Tract.
- 4.2 **Access Easements.** Declarant reserves an ingress and egress easement for pedestrian and vehicular traffic over the access easements shown on the site plan of the Project.
- 4.3 **Maintenance of Easements.** Declarant shall maintain the Easement Area during the Development Period. Thereafter, the respective Owner of a Tract shall, at their sole cost and expense, maintain in good repair and condition the portions of the Easement Area. In the event that an owner of the Property fails to maintain the Easement Area (a “**Failing Owner**”), the other owner may, but is not required, perform such maintenance obligations of the other owner (the “**Curing Owner**”). In such event, Curing Owner may send a written invoice for the costs incurred in performing such maintenance on behalf of the Failing Owner and such Failing Owner shall reimburse the Curing Owner within ten (10) business days. Each Owner covenants and agrees that they should not use, neglect, or abandon any easement in a manner that would adversely affect any other Owner within the Project.
- 4.4 **Beneficiaries of Easements.** All easements granted herein are for the use and benefit of the Declarant, every other Owner, and their respective heirs, successors and assigns.

- 4.5 **Termination or Relocation of Easements.** In the event an Owner would like to relocate, or terminate any easement located within their Tract, such Owner shall be required to comply with the requisite approval and amendment process provided in Section 5.5. herein.
- 4.6 **Declarant's Easement Right.** During the Development Period, Declarant shall be able to create, dedicated, relocate, or terminate any easement within the Project, so long that such action does not adversely materially affect any of the current Owners.
- 4.7 **No Improvements or Barriers.** Except for (i) surface paving and other roadway improvements, and (ii) landscaping, no structures or improvements shall be constructed or located on any portion of an easement. No impediments or barriers shall be placed permanently or temporarily (except in connection with construction or repair) within an easement which would result in obstructing the intended traffic over and across the easement area. Nothing herein, however, shall prevent temporary barriers for purposes of directing traffic away from or around areas where construction or repairs are taking place.
- 4.8 **Compliance.** The use, operation and maintenance of the easements shall at all times comply with all applicable laws, statutes, building codes, ordinances, restrictive covenants, rules and regulations.
- 4.9 **No Dedication.** Nothing contained in this agreement is intended to, nor shall it be construed as, dedicating any easements or rights to the public and any other party or entity. Notwithstanding the foregoing, this provision shall not limit the Declarant's, or any owner of the Property, ability to grant an easement to a local governing agency or utility provider for the purposes of obtaining utilities.

#### **V. ENFORCEMENT, AMENDMENT, AND TERMINATION**

- 5.1 **Enforcement.** The following persons shall each have the right and power (but not a duty or obligation) to enforce, by proceeding at law or in equity, all Covenants, and reservations now or hereafter imposed by the provisions of this Declaration of Covenants, Conditions & Restrictions Agreement (as the same may be amended from time to time):
- a. Each Owner of a Tract within the Project; and,
  - b. The Declarant, who reserves the right to enforce the Declaration of Covenants, Conditions & Restrictions during the Development Period, as well as after the expiration of the Development Period in its sole and absolute discretion.

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.

- 5.2 **No Waiver.** 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.

- 5.3 **Binding Nature.** The grants, rights, covenants, conditions, and restrictions contained in this Restrictive Covenant Agreement shall run with and bind the land comprising the Project and shall inure to the benefit of and shall be binding upon the Owners of each Subject Property and their respective legal representatives, heirs, successors, and assigns.
- 5.4 **Term.** Unless amended as provided herein, this Restrictive Covenant Agreement shall be effective for a term of thirty (30) years from the Effective Date hereof, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless amended or terminated as hereinafter set forth.
- 5.5 **Amendment/Termination.** The Owners of two-thirds (2/3) of the total number of Tracts then contained within the Project always have the power and authority to amend these Covenants, 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. No amendment, modification or termination shall be valid or binding until such amendment is (i) signed by at least two-thirds (2/3) of the total number of Tracts then contained within the Project; (ii) if applicable, signed by the Declarant, and (ii) such amendment or termination is filed and recorded within the Real Property Records with the required .
- 5.6 **Severability.** The provisions of these restrictions shall be deemed independent and severable, and the invalidity of or partial invalidity of any portion thereof by judgment or court order shall in no way affect any of the other provisions hereof and all of the other provisions hereof shall remain in full force and effect.
- 5.7 **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 Tract within the Project; provided, however, that such covenants or other restrictions will bind any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.
- 5.8 **Multiple Originals.** This Restrictive Covenant Agreement may be executed in multiple originals, each of which shall constitute but one and the same agreement.

*[Signature Page to Follow]*

*Signature Page to Declaration of Covenants, Conditions, & Restrictions*

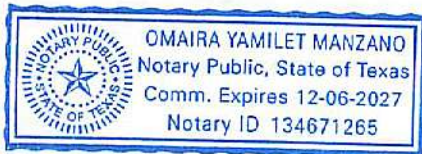
IN WITNESS WHEREOF, the Declarant hereby executes this Declaration of Covenants, Conditions, & Restrictions Agreement as of the 4<sup>th</sup> day of June, 2025 (the "Effective Date")

**HAWTHORNE LAND, LLC**  
a Texas limited liability company

By: John Spencer Grojan  
Name: John Spencer Grojan  
Title: President

THE STATE OF TEXAS  
COUNTY OF Harris

The instrument was acknowledged before me on the 4<sup>th</sup> day of June, 2026 by John Spencer Grojan, President of Hawthorne Land, LLC, a Texas limited liability company, on behalf of such company.



[Signature]  
Notary Public, State of Texas  
My Commission expires: 12-06-2027

**EXHIBIT A**  
**(Legal Description of the Project)**





# 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**  
**317.534 ACRES**  
**IN THE G.H. & H. R.R. CO. SURVEY, SECTION 21, ABSTRACT NUMBER 248**  
**COLORADO COUNTY, TEXAS**

BEING a 317.534 acre tract of land situated in the G.H. & H. R.R. Co. Survey, Section 21, Abstract Number 248, Colorado County, Texas, being comprised of all of that same called 240 acre tract described in instrument to Mark Anderson and Rebecca M. Anderson, recorded in Volume 359, Page 93 of the Deed Records of Colorado County, Texas (D.R.C.C.T.) and all of that same called 77.588 acre tract described as "Third Tract" in instrument to Mark N. Anderson and Rebecca M. Anderson, recorded in Volume 342, Page 101, D.R.C.C.T., said 317.534 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8 inch iron rod with cap found in the apparent common line between said G.H. & H. R.R. Co. Survey, Section 21 and the Wells Thompson Survey, Section 14, Abstract Number 704, within the margins of Cassady Road, for the common southerly corner of said 240 acre tract and that certain called 319.78 acre tract described in instrument to George M. McCormick, III and Jennifer C. McCormick, recorded in Volume 713, Page 663 of the Official Records of Colorado County, Texas (O.R.C.C.T.), being the easterly corner of the herein described 317.534 acre tract, from which a 1/2 inch iron rod found for the easterly corner of said 319.78 acre tract bears, North 42°42'00" East, 2640.04 feet, said **POINT OF BEGINNING** having a Texas State Plane Coordinate value of **N: 13,784,791.04, E: 2,847,576.27**, South Central Zone, grid measurements;

THENCE South 42°42'00" West, 2640.00 feet, with the apparent common line between said G.H. & H. R.R. Co. Survey, Section 21 and said Thompson Survey, Section 14, within the margins of said Cassady Road, the southeasterly line of said 240 acre tract, to a calculated point for the apparent common corner of said G.H. & H. R.R. Co. Survey, Section 21, said Thompson Survey, Section 14, the G.H. & H. R.R. Co. Survey, Section 15, Abstract Number 245 and the George McCormick Survey, Section 20, Abstract Number 245, within the margins of Spalinger Road, being the southerly corner of the herein described 317.534 acre tract;

THENCE North 47°18'04" West, 3960.42 feet, with the apparent common line between said G.H. & H. R.R. Co. Survey, Section 21 and said McCormick Survey, Section 20, within the margins of said Spalinger Road, the southwesterly line of said 240 acre tract, to a calculated point for the common westerly corner of said 240 acre tract and the apparent remainder of that certain called 80 acre tract described as "Second Tract" in instrument to John Everett Anderson and Lida G. Anderson, recorded in Volume 305, Page 395, D.R.C.C.T., being an exterior corner of the herein described 317.534 acre tract;

THENCE North 42°41'59" East, 25.00 feet, with the common line between said 240 acre tract and said apparent remainder of 80 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the northeasterly margin of said Spalinger Road, for the common southerly corner of said 77.588 acre tract and said apparent remainder of 80 acre tract, being an interior corner of the herein described 317.534 acre tract;

THENCE North 47°18'04" West, 1291.13 feet, with the northeasterly margin of said Spalinger Road, the common line between said 77.588 acre tract and said apparent remainder of 80 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set at the intersection of northeasterly margin of said Spalinger Road, with the southeasterly margin of Marsalia Road, for the westerly corner of said 77.588 acre tract and the herein described 317.534 acre tract;

THENCE North 42°42'00" East, 2615.00 feet, with the southeasterly margin of said Marsalia Road, the common line between said 77.588 acre tract and said apparent remainder of 80 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the southwesterly line of said 319.78 acre tract for the common easterly corner of said 77.588 acre tract and said apparent remainder of 80 acre tract, being the northerly corner of the herein described 317.534 acre tract, from which a 5/8 inch iron rod with cap found in the apparent common line between said G.H. & H. R.R. Co. Survey, Section 21 and the George McCormick Survey, Section 24, Abstract Number 698, in the centerline of said Marsalia Road for the common northerly corner of said apparent remainder of 80 acre tract and said 319.78 acre tract bears, North 47°18'04" West, 25.00 feet;

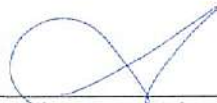
THENCE South 47°18'04" East, 5251.53 feet, with the northeasterly lines of said 77.588 acre tract and said 240 acre tract, common to the southwesterly line of said 319.78 acre tract, to the **POINT OF BEGINNING** and containing a 317.534 acre tract of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on March 19, 2026, by Texas Professional Surveying, LLC. and referenced to Survey Drawing Project 42155.

All coordinates, bearings, distances, and areas shown hereon are grid measurements based on GPS observations and referenced to the North American Datum 1983 (NAD83), Texas State Plane Coordinate System, Central Zone, U.S. Survey Feet.

March 27, 2026  
Date



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

## EXHIBIT B

### (Prohibited Uses)

1. **Livestock and Poultry.** Animals, livestock, emu, ostrich, hogs or poultry may be kept, bred, and maintained on any Tract under these conditions:
  - a. All horses, cattle or other livestock or animals shall be kept enclosed within the Owner's Tract by suitable fencing.
  - b. Swine may only be bred, kept or maintained on an Owner's Tract so long as (1) the enclosed area for the swine is no larger than one (1) acre, and is owned for personal consumption or show competition.
  - c. No chickens, turkeys or other domestic fowl may be kept or raised on a Tract, 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.
  - d. Cattle are permitted on the Project, but feed lots and/or slaughterhouses are NOT permitted.
  - e. Each Tract shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring Tracts.
2. **Garbage & Refuse Disposal.** Each Tract including any improvements on the Tract shall be maintained as follows:
  - a. 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).
  - b. All dwellings placed on a Tract 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.
  - c. No outside, open or pit type toilets will be permitted within the Project.
  - d. All dwellings constructed within the Project must have a sewage disposal system installed prior to occupancy.
3. **Vehicles & motor homes.** No portion of the Project 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.
4. **Manufactured Homes, Mobile Homes and Trailers.** Any manufactured home, mobile home (Double-wide or greater is required), or trailer moved onto, installed, or stored on the Property must be less than five (5) years old as of the date they are moved onto or installed on the Property. This would apply to Tracts 2-15. 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.

5. **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 a Tract or any portion of the Project, unless stored in the dwelling or other Structure.
6. **Miscellaneous Prohibited Uses.**
  - a. Smelting of iron, tin, zinc or other ores refining of petroleum or its products;
  - b. industrial use, including, without limitation, heavy manufacturing, fabrication facilities and testing facilities;
  - c. Resale or pawn shops, flea markets, or bankruptcy, fire sale or auction business;
  - d. A tavern, bar, or nightclub, or any other similar establishment;
  - e. An adult bookstore or other establishment selling, renting or exhibiting pornographic materials;
  - f. Any sexually oriented business, as the term is generally construed, or
  - g. Commercial skeet, trap, pistol or rifle range.
7. **Nuisances.** No noxious or offensive activity shall be conducted upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Project.
8. **Hazardous Materials.** 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 Tract, and are properly used and stored in accordance with manufacturer's directions, industry standards and best practices, to mitigate the risk of harm.
9. **Billboards.** No billboards shall be erected within the Project. Owners may place signs for the sale, lease or rental of a Tract or for business conducted on a certain Tract.
10. **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.
11. **Drilling, Mining, or Excavation.** There shall be no drilling, mining, or excavation located within any Tract or part of the Property including but not limited to, removing sand, dirt, gravel, rock, or other natural fill material from the Tract for commercial or personal use. Such prohibition shall not extend to or limit the grading of any Tract for construction of a building.

0' 400' 800' 1200'

Scale: 1" = 400'

**SYMBOL LEGEND**

- FENCE LINE (PER WHOLE PLAN)
- FLOWLINE
- PIPELINE



*SALES MAP OF 26 TRACTS  
IN COLORADO COUNTY, TEXAS*

*317 ACRES IN EAGLE LAKE - LIBERATION RANCHES*

PROJECT 43153, SALES MAP  
FIELD DATE 05-21-2022

**TEXAS PROFESSIONAL SURVEYING**  
  
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 www.texaspsurveying.com  
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