

DECLARATION OF RESTRICTIVE COVENANTS
SUNSET RANCHES

STATE OF TEXAS

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THAT EFFECTIVE MAY 1, 2014:

COUNTY OF HUDSPETH

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The undersigned, SUNSET RANCHES COMPANIES, L.L.C., a Texas Limited Liability Company (Declarant), is the owner of certain real property located in Hudspeth County, Texas, described as follows:

Tracts of land located in Hudspeth County and known as "Sunset Ranches

WHEREAS it is hereby declared that the property described above and on Exhibit "A" shall, from this date forward, be held, sold and conveyed subject to the following restrictions, conditions and covenants, and no others; hereby voiding any restrictions, covenants and conditions affecting this property and formerly filed of record. These restrictions, conditions and covenants are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in or to the described property or any part hereof, including their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner.

The Declaration of Restrictions, covenants and conditions are as follows:

1. No tract is to be used as a dumping ground for rubbish, trash, tires, junk, non-moving vehicles or other waste.
2. Camping is permitted four (4) times a year for no more than 30 days at a time provided intervals between camping is at least 60 days.
3. All buildings, fencing and other permitted structures must be at least 50 feet from the center of adjoining roadways.
4. No blasting is permitted, nor is the property to be used for any quarry or mining operations.
5. Hunting is allowed by purchaser or owner on the tract being purchased or owned.
6. Trailers, motor homes, campers and mobile homes are permitted provided waste facilities are self-contained and waste disposed of on a needed basis at a registered dump site.

7. Before any occupancy, all structures with plumbing facilities must have a septic tank with permit, installed, approved and inspected through the Hudspeth County officials. Otherwise, as an acceptable alternative, State approved "composting toilets, are approved for use.

8. All tracts are presently subject to "open grazing". Therefore, any purchaser/owner placing livestock on their tract(s) must fence their grazing area.

9. All new restrictions herein run irrevocably with the land and can only be modified or amended by an instrument signed by not less than 51% of the property owners as evidenced by the owners' warranty or special warranty deeds.

10. Any and all terms, word usage and meaning thereof, including the intent of the parties shall be construed and defined solely by Declarant, Sunset Ranches Companies, L.L.C., as those terms are intended to apply to these restrictions, covenants and conditions.

EXECUTED this 3 day of June, 2014.

SUNSET RANCHES COMPANIES, L.L.C., Declarant

By: 

Jack W. Giacalone, Manager

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE me, the undersigned authority, on the 3 day of June, 2014, personally appeared JACK W. GIACALONE, who stated that he was the manager of the Declarant, SUNSET RANCHES COMPANIES, L.L.C., and that he has the authority to execute the forgoing instrument for the purposes therein expressed, in the capacity stated and as the act and deed of said Declarant.

My commission expires:


Notary Public, State of Florida

