

**THE STATE OF TEXAS
COUNTY OF GRIMES
DECLARATION OF
COVENANTS, CONDITIONS RESERVATIONS
AND RESTRICTIONS OF
BLACKHAWK RANCH**

WHEREAS, BLACKHAWK688, LLC AND CRAAW LLC- RS- NO. 7 ("DECLARANT"), are the owners of all that certain tracts of land in Grimes County, Texas, which has designated as BLACKHAWK RANCH out of the Property described on Exhibit "A";

WHEREAS, DECLARANT desires to create and provide for the development improvement and maintenance of BLACKHAWK RANCH, for the mutual benefit and pleasure of the present and future property owners in such subdivision, and to protect the property values within such subdivision by imposing upon and against all of the designated Tracts therein the covenants, reservations and other provisions hereinafter set forth; and

NOW THEREFORE, DECLARANT does hereby make, adopt and establish the following reservations, restrictions, declarations, easements, limitations, charges, agreements, covenants, conditions and stipulations, each of which shall be applicable to BLACKHAWK RANCH which comprises all of the designated Tracts in BLACKHAWK RANCH therein according to the map or plat thereof filed in record at the office of the County Clerk of Grimes County, Texas.

**I.
DEFINITIONS**

1. The following terms when used herein shall have the following meanings:
 - A. "DECLARANT" shall mean BLACKHAWK688, LLC, a Texas Limited Liability Company, AND CRAAW LLC- RS- NO. 7 and their successors and assigns.
 - B. "DECLARATIONS" shall mean Declaration of Covenants, Conditions Reservations and Restrictions of Blackhawk Ranch.
 - C. "BLACKHAWK RANCH" shall mean the BLACKHAWK RANCH SUBDIVISION.
 - D. "SUBDIVISION" shall mean BLACKHAWK RANCH, which consists of all of the designated Tracts Numbers 1 through 12 out of the Property reflected on Exhibit "A". Said Tracts depicted on Exhibit "B".
 - E. "RECORDING DATE" shall mean the date upon which this document is filed of record with the County Clerk of Grimes County, Texas.
 - F. "TRACT" or "PARCEL" shall mean those plots of land shown on the attached drawing and reflected on Exhibit "B" labeled as Tracts 1 – 12 SUBDIVISION filed of record with the Clerk of Grimes County, Texas.
 - G. "OWNER" shall mean and refer to the record OWNER whether one (1) or more PERSON(s) or entities of the fee simple title to any TRACT in the SUBDIVISION, or any part or interest therein. OWNER shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term OWNER shall further include any PERSON or entity claiming title to any TRACT or portion thereof by adverse possession; any PERSON or entity leasing, renting or otherwise occupying any TRACT or part thereof; and/or any PERSON or entity claiming interest in a TRACT or part thereof under a contract of sale.

- H. "COMMITTEE" shall mean and/or refer to the Architectural Review Committee (ARC) established under the provisions of this document, its successors and assigns. The COMMITTEE will remain in place until 100% of the Tracts are sold. At that time, the then record Owners of a majority of the Parcels in Blackhawk Ranch may elect new members to continue in serving capacity of the COMMITTEE; however, if no COMMITTEE exists, any property owner has the right (not obligation) to enforce these covenants against any other property owner.
- I. "IMPROVEMENT" shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, walls, tanks, reservoirs, pipes, meters, antennae towers and/or other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, satellite, T.V. antennas, and/or other utilities.
- J. "PARENT TRACT" shall mean Property described on Exhibit "A".
- K. "PERSON(s)" shall refer to any natural person, individual(s), and/or any other entity unless the context indicates otherwise having the legal right to hold title to real property.
- L. "PLANS" and "SPECIFICATIONS" shall mean any and all documents designated to guide or control the construction or erection of any IMPROVEMENT, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all buildings products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such IMPROVEMENT.
- M. References to the singular shall include the plural, and the plural shall include the singular.
- N. Terms utilizing bold, capital letters are used as defined terms. Terms utilizing regular upper and lower class casing are used generically unless otherwise indicated.

II. RESERVATIONS

1. In so authenticating said map or plat for record and in so dedicating the use of the streets (whether such thoroughfares are referred to as drives, avenues, roads, lanes, ways, parkway, boulevards, or streets) as shown thereon to the public for ordinary roadway purposes only, there was reserved and there is hereby expressly reserved in DECLARANT the following rights, titles, and easements (hereinafter collectively called "Reservations"). Reservations used herein shall be referred to as a part of and construed as being adopted in each and every contract of sale, deed or instrument of conveyance executed or to be executed by or on behalf of DECLARANT conveying any property in the SUBDIVISION or any part thereof.
 - A. The legal and fee simple title in and to each and all of said streets as shown on said map or plat is hereby reserved in DECLARANT subject to the limited dedication of the use of streets, not marked as private by the letters "Pvt.," to the public for ordinary roadway purposes only.
 - B. DECLARANT reserves for itself, its successors and assigns, a perpetual nonexclusive easement to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size of and remove such water, sanitary sewer and storm pipes, mains and conductors and all appurtenances thereto relevant to the operation of waterworks, storm sewer and/or drainage systems as it may from time to time desire, in, along, under, over, across and through all of the streets, both public and private, in the SUBDIVISION. Such pipes, mains and conductors, lines, wires, conduits and appurtenances shall be buried to such reasonable depths as will not interfere with the use of the streets for ordinary roadway purposes.
 - C. DECLARANT reserves for itself, its successors and assigns, title in and to all water, storm sewer, drainage pipes, mains and conductors, all appurtenances thereto; and all electric distribution, communication lines,

wires, conduits and all appurtenances thereto constructed by DECLARANT or its agents in all of said streets in the SUBDIVISION, together with a perpetual easement to operate, maintain, inspect, repair, reconstruct, change the size of and remove such pipes, mains and conductors, lines, wires, conduits and appurtenances thereto, as it or they may from time to time desire.

- D. DECLARANT reserves for itself, its successors and assigns, a perpetual utility easement in, along, under, over, across, and through a fifteen (15) foot strip around all interior property lines and a thirty (30) foot wide strip around the entire perimeter of the SUBDIVISION. The utility easement strip shall be measured from the property line of each PARCEL inward. With respect to such easement, DECLARANT shall have the right to construct, operate, maintain, inspect, reconstruct, multiply, change the size of and remove such utility lines and facilities (including without limitation of the generality thereof, water, sanitary sewer, storm sewer, drainage pipes, gas pipes, mains and conductors, and all appurtenances thereto) as it may from time to time desire, , together with the right of ingress and egress thereto. The utility easements hereby reserved maintain width at and below normal ground level, extending upward to a plane one hundred twenty (120) feet above the ground. DECLARANT further reserves the exclusive right to grant franchises and easements to other utility OWNERS to lay, construct, operate, maintain, inspect, reconstruct, change the size of, multiply and remove such utility lines, as described above, in such utility easements. These utility easements are not dedicated to the public in any manner.
 - E. Any utilities that extend beyond the perpetual electrical utility easement shall be underground if less than two hundred (200) feet. Underground utilities between the transformer and home are encouraged.
 - F. DECLARANT reserves for itself, its successors and assigns the right to make minor changes in and additions to the utility easements hereinabove described for the purposes of more efficiently and economically installing the IMPROVEMENTS.
 - G. The conveyance by DECLARANT of any PARCEL in the SUBDIVISION by contract, deed or other instrument of conveyance shall not in any event be held or construed to include any of the rights, titles and easements heretofore reserved in any of the foregoing paragraphs, nor the title to water, gas, sanitary sewer, storm sewer, drainage, electric light, poles or conduits, pipes, mains and/or any other utilities or appurtenances thereto constructed by its agents, in, along, under, through, over across, or upon such easements, property, or any part thereof, of any other section of DECLARANT. The right to sell and lease or otherwise transfer all such rights, titles, easements, utilities and appurtenances is expressly reserved in DECLARANT.
2. The foregoing Reservations of rights and easements shall not obligate DECLARANT to exercise any of such reserved rights and easements.
 3. The invalidity, abandonment or waiver of any one or more of the foregoing Reservations, any sentence, clause, and/or part thereof shall not affect the remaining Reservations, sentences, clauses and/or parts thereof, which shall remain in full force and effect. All rights-of-way, utility easements and setbacks identified above and called out on Plat are recognized and accepted by all Tract Owners.
 4. Declarant reserves the right to subdivide, combine, or reconfigure any and all Tracts so long as no Tract is less ten (10) acres. These Declarations shall apply to any Tracts created out of the Property described on Exhibit "A". It is contemplated that there could be more or less than 12 Tracts.

III. RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the parceling and sale of BLACKHAWK RANCH as a district set aside for residential homes and related agricultural use and certain other uses accessory thereto. The following restrictions, including without limitation restrictions, covenants, declarations, easements, limitation, charges, agreements, and conditions (hereafter collectively called the "Restrictions"), are hereby established and adopted to apply uniformly to use, occupancy and conveyance of all the PARCELS in BLACKHAWK Ranch. Every contract, deed or conveyance which may be hereafter executed with regard to any of the property in the SUBDIVISION shall be conclusively deemed to have been executed, delivered and accepted subject to the following Restrictions, even if the Restrictions are not set out in full and are not incorporated by reference in such contracts of sale, deed, lease, or other transfer of interest in any such PARCEL.

1. Architectural Review Committee Approval Required

No buildings, hardscape, additions, modifications or IMPROVEMENTS may be erected, placed or performed on any TRACT until the construction plans and specifications including, but not limited to, the site plan, design development plan, exterior plan have been submitted in electronic format and approved in writing by the COMMITTEE as hereinafter provided. All specifications, including specifications as to brick color and paint color that may be used when building each design. The COMMITTEE may, at their sole discretion, retain and/or delegate review of plans and specifications to a designated AIA architect or other such person or firm as may be designated by the COMMITTEE, experienced or qualified to review same, who may then render an opinion to the COMMITTEE. Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the structural design or engineering of the IMPROVEMENT or the ultimate construction thereof. In the event the COMMITTEE fails to approve such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be approved.

The COMMITTEE shall have the authority hereunder to require any OWNER or OWNER's agents or contractors to cease and desist in constructing or altering any Improvements on any TRACT, where such actions have not first been reviewed and approved, constitute a violation of the Declaration, the guidelines or any other documents promulgated by the COMMITTEE. The violating OWNER shall remove such violating IMPROVEMENTS or sitework at its sole expense and without delay, returning same to its original condition or bringing the TRACT and/or IMPROVEMENT into compliance with the Declaration, COMMITTEE documents and any plans and specifications approved by the COMMITTEE for construction on that TRACT. If an OWNER proceeds with construction that is not approved by the COMMITTEE or that is a variance of the approved plans, the COMMITTEE may file suit. This Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved. Each OWNER acknowledges that it may not always be possible to identify objectionable features of proposed construction or alteration of improvements until such construction and/or alteration is completed, in which case it may be unreasonable to require changes to the IMPROVEMENTS involved; however, the COMMITTEE may refuse to approve similar proposals in the future.

Written notice may be delivered to the OWNER, or any agent or contractor with apparent authority to accept same, and such notice shall be binding on OWNER as if actually delivered to OWNER.

The COMMITTEE or its agents or assigns shall have the right, but not the obligation, to enter any TRACT or Homesite to determine if violations of this Declaration, the Guidelines, or any other documents promulgated by the COMMITTEE exist. In so doing, the COMMITTEE shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the COMMITTEE or its agent be liable for any accounting or other claim for such action.

The COMMITTEE shall have the right to set reasonable time constraints for the completion of construction. OWNER has eighteen (18) months to complete construction once commenced. If construction is not completed before the designated completion date the plans shall be deemed not approved.

2. Single Family: Except as otherwise herein provided, each PARCEL in BLACKHAWK RANCH shall be used

only for non-commercial single-family residential purposes. The term "Single Family" as used herein shall refer not only to the architectural design of the dwelling but also to the permitted number of inhabitants. No Dwelling may be occupied by more than one single family.

The following may not be built on any PARCEL in BLACKHAWK RANCH: hospitals, clinics, rest homes, duplex houses, apartment houses, mobile homes, hotels, or any industrial or high-traffic commercial business.

3. BUILDING AND CONSTRUCTION RESTRICTIONS

- A. No residence shall be constructed on any PARCEL that has an under roof living area, excluding porches, garages, patios and the like of less than eighteen-hundred (1800) square feet;
- B. All single-family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows and similar openings) shall be constructed of at least twenty (20) percent masonry or other material specifically approved in writing by the COMMITTEE.
- C. Barndominiums shall be permitted so long as they have twenty (20) percent masonry if they have steel siding. If a Barndominium is constructed of one-hundred (100) percent board and batten there will be no minimum masonry requirement. Roof pitch shall be a minimum 4/12 and must have eaves a minimum of twelve (12) inches.
- D. The surface of all roofs of principal and secondary structures shall be shakes, tile, thirty (30) plus-year composition shingle, or metal roof. The COMMITTEE shall have authority to approve other roof treatments and materials if the form utilized will not be a detriment to the quality of the neighborhood;
- E. In the event an OWNER desires to use solar panels or other solar equipment in connection with the use of any TRACT, the location and installation design thereof shall be submitted to the COMMITTEE and approval of such design, including the aesthetics thereof, shall be required before construction may begin.
- F. All driveways must be permitted by Grimes County and shall be constructed of concrete, asphalt, or rock from the edge of street to the property line. From property line, driveways can be constructed of material of OWNER's choice.
- G. The COMMITTEE shall have the right to approve the location of any tank used or proposed in connection with a single-family residential structure, including tanks for storage of fuel, water, oil or Liquid Petroleum Gas "LPG" and including swimming pool filter tanks. All tanks shall be screened from view.
- H. The COMMITTEE shall have the right to require an OWNER to mitigate any abnormal or excessive noise from external devices such as pool filters, septic circulators and air conditioning units.
- I. Homesites will be used for single-family residential use with improvements (barn, corral, etc.) allowed for restricted agricultural use.
- J. All permanent out buildings, barns, garages, or other structures are not required to comply with the aesthetic rules that apply to the main building but must be consistent in appearance and quality to the primary structure. Prior written approval of the COMMITTEE is required before any such building can be erected or placed on a TRACT.
- K. No eighteen (18)-wheel tractor-trailer trucks shall be allowed to park in the SUBDIVISION or on any Tract beyond the period of time that construction is ongoing for that Tract. Long-term parking of eighteen (18)-wheel tractor-trailer trucks is prohibited at any time.
- L. No building or structure, except fences, shall be located on any PARCEL nearer to the front property line than seventy-five (75) feet, or nearer to either side of the property line than forty (40) feet, or nearer to the back property line than forty (40) feet; unless approved by the COMMITTEE.

- M. Drainage structures where required under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water. Any driveway requiring drainage shall comply with county specifications.
- N. No building materials of any kind or character shall be placed or stored on any PARCEL more than thirty (30) days prior to construction of a building or IMPROVEMENTS are commenced. All materials shall be placed within the building lines as established above. At the completion of the building or IMPROVEMENT excess or scrap material must be immediately removed from the premises;
- O. No stumps, trees, underbrush, refuge of any kind, and/or scrap material from IMPROVEMENTS being erected on any PARCEL shall be placed on any other PARCEL, or on streets or easements;
- P. Each TRACT OWNER must install and maintain, at the OWNER'S expense, his own private septic system, in accordance with Grimes County specifications. The OWNER shall be responsible for obtaining all necessary permits, tests and maintaining the septic system as required by all governmental regulations. The installation of septic systems is subject to prior written approval of the COMMITTEE;

4. GENERAL RESTRICTIONS

- A. No noxious or offensive trade or activity shall be carried on upon any PARCEL nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No portion of the SUBDIVISION shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the SUBDIVISION that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the OWNERS of surrounding TRACTS. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. Those activities or conditions that cause minor and/or infrequent disturbances resulting from ordinary life activities within a deed restricted community are not intended to constitute a nuisance. Whether such activity or condition constitutes a nuisance will be determined by the COMMITTEE. The COMMITTEE may adopt rules or policies to further define what constitutes a nuisance, as warranted.
- B. Incidental farm and ranch business uses shall be permitted; however, business plans must be submitted to COMMITTEE for approval prior to proceeding with said business. A commercial shooting range, machine shops, mechanic shops, car Tracts, junkyards, church, pre-school, beauty parlor, or barber shop or other business the Committee deems unacceptable is strictly prohibited.
- C. Each PARCEL shall be allowed one large animal (i.e. horse or cow) or two small animals (i.e. goat, sheep, alpaca) and 3 poultry for every one (1) acre or fraction of an acre. No more than 4 outside dogs allowed.

Swine allowed only for 4-H or similar use youth projects.

No animals including dogs and cats will be allowed to roam free in the SUBDIVISION. In the event any animal creates a nuisance to the SUBDIVISION in the sole and exclusive opinion of the COMMITTEE, such animal will be removed from the SUBDIVISION. DECLARANT or members of the COMMITTEE shall have the right to enter and remove any such animal which is placed on any PARCEL in violation of this Section, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal.

- D. No part of the SUBDIVISION shall be used or maintained as dumping grounds for rubbish, trash, or garbage. Equipment for the storage or disposal of such material(s) shall be kept in a clean and sanitary condition. No trailer(s); recreational vehicle(s); tent(s); boat(s); and/or stripped down, wrecked, junked, or otherwise wholly inoperable vehicle shall be kept, parked, stored, and/or maintained on any portion of the

driveway and/or front yard in front of the building line of the permanent structure. Same shall be kept, parked, stored, or maintained on other portions of a TRACT only within an enclosed structure or a screened area, which prevents the view thereof from adjacent TRACTS or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. Weekend camping is allowed; however, extended dwelling in an RV greater than thirty (30) days must be screened from view.

- E. OWNERS shall not permit the accumulation of trash, rubbish, weeds, or other unsightly objects on their PARCELS or on the easements or on the alley or the streets abutting the same. During any construction project, all debris or garbage must be secured in enclosures, dumpsters or other containers and are regularly disposed of to prevent the materials from being blown by wind, rain or otherwise becoming unsightly. Each OWNER shall be responsible for proper disposition of his/her trash or garbage. OWNERS shall keep the drainage easements free of obstructions. Each TRACT must be maintained in an aesthetically pleasing manner. OWNERS agree to regularly mow front yard all the way to the pavement or the street.
- F. After commencement of construction of any structure or IMPROVEMENT, the work thereon shall be diligently prosecuted to the end and the structure or IMPROVEMENT shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof;
- G. All construction projects shall be completed within 18 months of the setting of the forms for the foundation. After such time, all tractors, trailer, and offices must be immediately removed.
- H. Landscaping: Maintenance. Each Owner, shall jointly have the duty and responsibility, at their sole cost and expense, to keep and maintain the Tract, and all improvements therein and thereon, in a well maintained, safe, clean and attractive condition at all times. Such maintenance shall include (without limitation);
 - i. The proper seeding, consistent watering and mowing of all lawns
 - ii. The pruning and cutting of all trees and shrubbery;
 - iii. Prompt removal of all litter, trash, refuse and waste;
 - iv. Watering of all landscape;
 - v. Keeping exterior lighting and mechanical facilities in working order;
 - vi. Keeping lawn and garden areas alive, free of weeds and attractive;
 - vii. Keeping driveways in good repair and condition;
 - viii. Promptly repairing any exterior damage; complying with all governmental health and police requirements;

all in a manner and with such frequency as is consistent with aesthetics, safety and good property management.

The COMMITTEE and its agents shall have the right after thirty (30) days written notice to the Owner of any Tract involved, setting forth the specific violation or breach of this covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner), to enter on the subject premises (without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any person or entity) and to take the action(s) specified in the notice to remedy or abate said violation(s) or breach(es). The cost of such remedy or abatement will be paid to the COMMITTEE upon demand and if not paid within thirty (30) days thereof, shall become a lien upon the Tract affected subject to the requirements of Chapter 209, Texas Property Code.

If a Tract is not in compliance with this regulation, DECLARANT or the COMMITTEE may mow the premises and/or remove any trash, rubbish or debris and bill the Tract owner for the cost thereof.

- I. BLACKHAWK RANCH currently has an agriculture tax exemption for cattle pasture and hay production. Declarant makes no representations as to whether the County will continue to allow an agricultural tax exemption on a Tract.
- J. Fencing shall be of a standard farm and ranch quality. Privacy fencing shall only be permitted around

backyard and/or swimming pools. TRACT OWNER shall maintain all fencing;

- K. No act may be performed which is likely to pollute the air or water in any part of the SUBDIVISION, nor may any property OWNER violate any ordinance designed to eliminate pollution at that time in force whether it be State, County or City;
- L. Guns shall only be permitted to be discharged in the SUBDIVISION if done in a safe manner away from Improvements in the SUBDIVISION;
- M. No oil or gas drilling, development, refining, quarrying or mining operations of any kind shall be permitted on any TRACT, nor shall any tanks, tunnels, mineral excavations or shafts be permitted on any TRACT. No derrick or other structures designed for use in boring or drilling for oil, natural gas, or other minerals shall be erected, maintained or permitted on any TRACT save and except existing locations at time of plat approval. Notwithstanding the foregoing, each OWNER by its acquisition of a parcel of the SUBDIVISION has been, or will be reserved by third parties or predecessors in title to the Property;

IV. ARCHITECTURAL REVIEW

There is hereby created the Architectural Review Committee (ARC), which shall consist of three (3) members. The initial Architectural Review Committee is composed of:

Anthony Cunneen, Dorothy Hassell and Elia Chaney

A majority of the Architectural Review Committee may designate representatives to act for it. In the event of the death or resignation or failure to serve by any member of the COMMITTEE, the remaining members shall have full authority to designate a successor. Neither the members of the COMMITTEE nor its appointed representatives shall be entitled to any compensation for services rendered pursuant to this covenant. The COMMITTEE'S approval or disapproval as required by the Restrictions shall be in writing.

1. No IMPROVEMENT of any kind shall be erected, placed or altered in the exterior design after being erected or placed on or attached to any PARCEL in the SUBDIVISION until the construction plans or other plans, specifications and Tract plans showing the location and size of such IMPROVEMENT has been submitted to the COMMITTEE, or its designated representatives as to the harmony of external design with the existing structures on PARCELS in the SUBDIVISION, as to type of exterior materials and exterior paint colors, as to quality of workmanship and materials, and as to locations with respect to topography and finished ground elevations, and compliance with all applicable provisions of this document, and general compatibility within the SUBDIVISION. IMPROVEMENTS used herein include, but are not limited to, building(s), fences, towers, antennas, porches, decks, walls, swimming pools, water wells, outdoor cooking or eating facilities of a permanent nature, docks, piers, barns, silos, cages, sheds, streets, alleys, excavations and other earth movements. The COMMITTEE may disapprove plans, specifications, designs, and Tract plans. After approval in writing has been given, the erecting, placing or altering of the IMPROVEMENTS on any PARCEL shall be made only in accordance with the approved plans, specifications and Tract plans, unless variations or changes are also approved in the same manner.
2. Neither DECLARANT, nor the members of the COMMITTEE, representatives, and/or their successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any OWNER or lessee of any PARCEL affected by these Restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the COMMITTEE for approval agrees by submission of such plans, and every OWNER or lessee of any PARCEL within the property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against DECLARANT, the members of the COMMITTEE, or its representatives, to recover any such damages.

V.
SUBORDINATION OF THE LIEN TO MORTGAGES

1. The liens of the assessments provided for herein shall be subordinate to the lien of any first mortgage and/or mortgages granted or created by the OWNER of any TRACT to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such TRACT. Sale or transfer of any TRACT or transfer of any TRACT pursuant to a foreclosure under such purchase money or IMPROVEMENT, mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such TRACT from liability for any assessments thereafter becoming due or from the lien thereof. No extinguishment of the lien shall relieve the delinquent TRACT OWNER from his/her personal obligation and liability, therefore.

VI.
RESUBDIVISION

1. No Tract may be re-subdivided into a Tracts less than 10 acres.

VII.
MISCELLANEOUS PROVISIONS

1. The foregoing Restrictions are adopted as part of and shall apply to each and every PARCEL in the SUBDIVISION. Such Restrictions are equally for the benefit of all subsequent OWNERS of PARCELS in BLACKHAWK RANCH and accordingly, shall be covenants running with the land. Any OWNER or lienholder of any of the property shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the Restrictions and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however that this clause shall not restrict any governmental agency from acting to enforce any of the Restrictions.
2. The term of the Restrictions shall be for a period from the filing of this instrument for record in Grimes County, Texas, until the 15th day of November, A.D., 2035 after which date such Restrictions shall be automatically extended for such successive periods of ten (10) years each, unless and until, by instruments executed by the then record OWNERS of a majority of the PARCELS in BLACKHAWK RANCH and duly recorded in Official Records of Grimes County, Texas, such Restrictions are altered, rescinded, modified or changed, in whole or in part.
3. Nothing contained in this document or any violation of any of the Restrictions shall have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against of the SUBDIVISION or any portion thereof.
4. Every person who now or hereafter owns or acquires any right, title or interest in or to any property in the SUBDIVISION is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any reference to this declaration is contained in this instrument by which such person acquires an interest in the property.
5. DECLARANT reserves the right to make minor deviations from the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out, all without further action or consent by or from any party.
6. The invalidity, violation, abandonment, waiver of or failure to enforce any one or more of or any part of the provisions of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.
7. DECLARANT, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties thereby subjecting such additional lands to this Declaration, by filing of

Record a Supplementary Declaration with respect to such additional property which shall extend the scheme of this Declaration to such property.

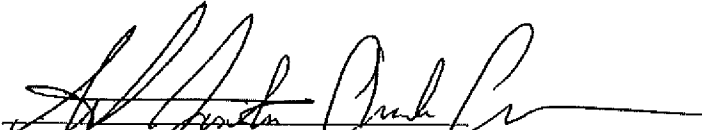
8. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing SUBDIVISION.

DATED this 12 day of November 2025.

BLACKHAWK688, LLC

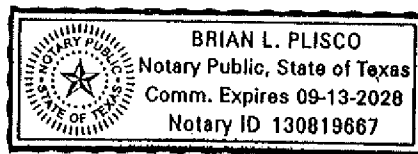
CRAAW LLC- RS- NO. 7

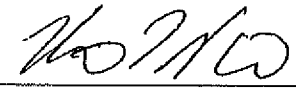

By: ANTHONY CUNNEEN, MANAGER


ANTHONY JUSTIN CHARLES CUNNEEN,
MANAGER

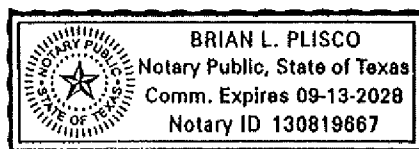

AMANDA EILEEN HOPPING-CUNNEEN,
MANAGER

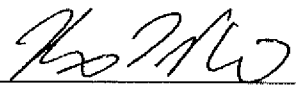
This instrument was acknowledged before me on the 12th day of November 2025, by ANTHONY CUNNEEN, Manager of BLACKHAWK688, LLC, A TEXAS LIMITED LIABILITY COMPANY, on behalf of said Company.



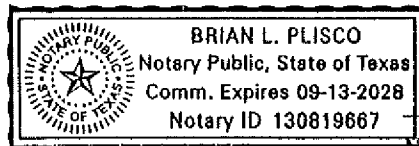

NOTARY PUBLIC, STATE OF TEXAS

This instrument was acknowledged before me on the 12th day of November 2025, by ANTHONY JUSTIN CHARLES CUNNEEN, Manager of CRAAW LLC- RS- NO. 7, A TEXAS LIMITED LIABILITY COMPANY, on behalf of said Company.




NOTARY PUBLIC, STATE OF TEXAS

This instrument was acknowledged before me on the 12th day of November 2025, by AMANDA EILEEN HOPPING-CUNNEEN, Manager of CRAAW LLC- RS- NO. 7, A TEXAS LIMITED LIABILITY COMPANY, on behalf of said Company.




NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICE OF:
J. FRED BAYLISS, P.C.
3000 BRIARCREST DRIVE, SUITE 211
BRYAN, TEXAS 77802

AFTER RECORDING RETURN TO
J. FRED BAYLISS, P.C.

**Grimes County
Barbara Kimich
Grimes County Clerk**

Instrument Number: 351045

eRecording - Real Property

Recorded On: November 13, 2025 10:19 AM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: \$61.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision 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.

File Information:

Document Number: 351045
Receipt Number: 20251113000012
Recorded Date/Time: November 13, 2025 10:19 AM
User: Mary H
Station: Clerk03

Record and Return To:

Simplifile
5072 North 300 West

PROVO UT



**STATE OF TEXAS
COUNTY OF GRIMES**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Grimes County, Texas.**

Barbara Kimich
Grimes County Clerk
Grimes County, TX

Barbara Kimich