

**DECLARATION OF RESTRICTIVE COVENANTS
FOR THE RANCHES AT CANOPY RIDGE SUBDIVISION**

STATE OF TEXAS

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KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF HOUSTON

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR THE RANCHES AT CANOPY RIDGE SUBDIVISION (the "Declaration") is made on the date hereinafter set forth by Canopy Ridge TX, LLC, a Florida Limited Liability Company, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of land located in Houston County, Texas, containing 295.11 acres more or less and being more fully described on the map and plat recorded of record under Clerk's Instrument # _____, Plat Map Volume _____, Page _____ of the Map and Plat Records of Houston County, Texas filed on January _____, 2024, hereinafter referred to as "Subdivision."

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions and reservations (hereinafter "Restrictions") upon the Subdivision in order to establish a uniform plan for its development, ensure the use of the subdivision for residential purposes only, prevent nuisances, prevent the impairment of the value of the Subdivision, maintain the desired character of the community and ensure the preservation of such uniform plan for the benefit of the present and future Owners of the Tracts within the Subdivision, and to promote the health, safety and welfare of the residents within the Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes, and imposes upon the Subdivision, the following Restrictions for the purposes of enhancing and protecting the value, desirability, and attractiveness of the Subdivision, which Restrictions shall run with the land and inure to the benefit of each Owner and his invitees:

1. Utility Easements.

- A. A drainage and utility easement measuring fifteen feet (15') is reserved along the side and rear property lines for all Tracts in the Subdivision.
- B. A public access easement measuring thirty feet (30') in width is reserved on Tract 1 through Tract 5, Tract 9, Tract 10, and Tract 29 along County Road 1545. A public access easement measuring thirty feet (30') in width is reserved on Tract 6 along each side of County Road 1545. A public access easement measuring thirty feet (30') in width is reserved on Tract 6 through Tract 8 along County Road 1655. A private access easement measuring thirty feet (30') in width is reserved on Tract 10 through Tract 29 for Canopy Ridge Trail.
- C. A utility easement measuring thirty feet (30') in width is reserved on Tract 1 through Tract 29 adjacent to any public access easement or private access easement. The utility easement described under this Section is in addition to the public access easements and private access easements stated above in Section B.

- D. Tract 1 through Tract 4, Tract 6, Tract 7, and Tract 9 contain existing overhead powerlines owned and operated by Houston County Electric Cooperative (HCEC).
- E. Tract 10 and Tract 29 have a community entrance, mailboxes, signage, and fencing located within the access and utility easements. The maintenance of these structures is the responsibility of the Canopy Ridge Road Maintenance Association, Inc.
2. Use Restrictions. Except as specifically set forth in this Declaration, all Tracts shall be used for single family residential, recreational, and/or agricultural purposes only.
 3. Subdividing. No Tract may be subdivided into smaller Tracts.
 4. Setback Lines. Except for fencing, light posts, driveways, walkways and landscaping, no improvements shall be located nearer than: a) thirty feet (30') from any public access easement, private access easement, or utility easement located on the Tract, and b) fifteen feet (15') from the side and rear property lines of the Tract.
 5. No Mobile Homes. No mobile homes are permitted to be located on any Tract.
 6. Junk Cars, Scrap, & Trash. No junk cars, abandoned cars, scrap, trash, or other debris may be placed on any Tract.
 7. Animals. No pigs or peacocks will be permitted on any Tract.
 8. Prohibited Activities and Nuisance. No activity, whether for profit or not, shall be conducted on any Tract which is not related to the occupation of the Tract for single family residential purposes and/or bona fide agricultural purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity and (c) no toxic substances are stored on the Tract. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived regarding the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on the Tract. No Owner shall be allowed to drive or park an 18-wheeler into the Subdivision on a regular basis; 18-wheelers are only allowed during construction activities or for deliveries.
 9. Mineral Development. No Owner shall be allowed to permit on their own behalf, commercial drilling, mineral development operations, mineral refining, quarrying, mining or water operation of any kind in, on or under any Tract owned by such Tract owner.
 10. Remedies. The right of enforcement of each of these restrictive covenants is vested in the owner of each and all of the Tract(s) or Lot(s) in this Subdivision, and any owner of any lot shall have the right at any time to compel compliance with said covenants, or any of them, or to prevent the violation of any of them, by the institution of any action at law, or a suit in equity for injunctive or other relief.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this the ____ day of _____, 2024.

Canopy Ridge TX, LLC a Florida Limited Liability Company

By: Magnolia Land Management, LLC, a Florida Limited Liability Company, Sole Manager of Canopy Ridge TX, LLC a Florida Limited Liability Company

By: _____
Ryan Auge, Authorized Agent for Magnolia Land Management, LLC

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024, by Ryan Auge in the capacity therein stated and as the act and deed of said company.

Notary Public, State of _____