



**Declaration of Covenants, Conditions, and Restrictions for
Reata Estates, Replat of Tracts 25, 26, 27 and 28 Subdivision**

Date: August 12, 2024

Declarant: El Rancho Development LLC, a Texas limited liability company

Declarant's Address:

6 Desta Dr., Ste. 1260
Midland, Texas 79705

Property:

Tracts Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27) and Twenty-Eight (28), Reata Estates Subdivision, Section 20, Block 42, T-4-S, T&P Ry. Co. Survey, Crane County, Texas, as same is shown on map or plat of said Subdivision now of record in Volume 259, Page 54, Deed Records, in the office of the County Clerk of Crane County, Texas.

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means El Rancho Development LLC, a Texas limited liability company and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat. *While any Lot is owned by the Declarant, said Lot is exempted from this Declaration.*

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in Volume 688, Page 557, Deed Records, in the office of the County Clerk of Crane County, Texas., and any replat of or amendment to the Plat made in accordance with this Declaration.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.
3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.
2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.
4. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.
3. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. No Man Camps or RV Parks are allowed.
2. Temporary units are allowed. However, no more than 2 temporary RVs per Lot are allowed.
3. Only one job trailer/mobile office/Mobile Housing Unit is allowed per Lot.
4. No Commercial Water Sales and/or Salt Water Disposal units (with exception of Declarant) is allowed.
5. No Animal Feedlots are allowed.
6. No Junk Lots or Abandoned Equipment are allowed.
7. Hazardous Waste Spills shall be reported and remediated immediately by the Owner.

D. General Provisions

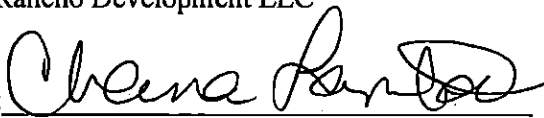
1. *Term.* This Declaration runs with the land and is binding for a term of 25 years from the date this Declaration is recorded. Thereafter this Declaration automatically continues for successive terms of 10 years each, unless within 6 months before the end of a term 75% percent of the Owners vote not to extend the term.
2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.

4. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
3. *Amendment.* This Declaration may be amended at any time by the affirmative vote of 75% percent of the Owners. This Declaration may be amended at any time by the Declarant so long as Declarant own at least 60% percent of the Lots. Neither any amendment nor any termination shall be effective until recorded in the Official Public Records of Midland County, Texas.
5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
4. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.
6. *Association.* The Owners of 50% percent of Lots in the Subdivision may authorize the formation of an association of Owners ("Association") by signing and acknowledging a statement containing (a) the proposed Association's name and type of entity and (b) the names and addresses of the initial directors. The Association will be governed by this Declaration, its Certificate of Formation, if any, and its bylaws and rules adopted by its board of directors (collectively, "Dedictory Instruments").

If an Association is formed, every Owner, excluding the Declarant and any Lots owned by the Declarant, will be a member and agrees to comply with the Dedictory Instruments with the same consequences for failure to comply as are contained in this Declaration for failure to comply with it. Membership in the Association is appurtenant to and may not be separated from ownership of a Lot. If more than one person is an Owner of a Lot, only one vote may be cast for the Lot. The Association will have the powers of a Texas nonprofit corporation and a property owners' association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Dedictory Instruments. The Association may levy assessments to pay the expenses of its formation; to promote the recreation, health, safety, and welfare of Owners in the Subdivision; to fund its operating expenses; and to improve and maintain any common areas. An assessment is a personal obligation of each Owner when the assessment accrues. Assessments are secured by a continuing vendor's lien on each Lot, and the lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants a lien, together with the power of sale, to the Association to secure assessments. The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to assessments due before the foreclosure. The bylaws or the rules of the Association establish when assessments are due, how assessment amounts may be changed, and the Association's rights to collect assessments. Regular assessments will be equal for all Lots. The Association shall pay all appropriate ad valorem taxes due by the Association and shall manage and maintain any and all of Common Areas and roadways. The bylaws and rules may also specify the Association's remedial rights to charge late fees for late payment of assessments; enforce compliance with the Dedictory Instruments; and assess an Owner for attorney's fees and costs arising out of enforcement actions, foreclosure of the Association's lien, or suspension of an Owner's rights, including voting rights, for a delinquency in paying an assessment or other violations of the Dedictory Instruments.

DECLARANT:

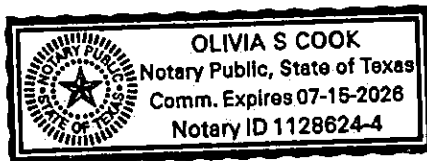
El Rancho Development LLC

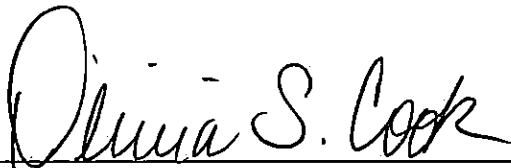
By: 
Chana Lambert, Managing Member

STATE OF TEXAS §

§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 12 day of August 2024 by Chana Lambert, Managing Member, El Rancho Development LLC, a Texas limited liability company.




Notary Public, State of Texas

**THE STATE OF TEXAS
COUNTY OF CRANE**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Crane County, Texas.

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Andrea Flores, County and District Clerk
Crane County, Texas