

PREPARED BY AND RETURN TO:
ANDREW SHIPP, ESQ.
RAYONIER INC.
1 RAYONIER WAY
WILDLIGHT, FLORIDA 32097

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SUGAR HILL**

THIS DECLARATION is made this ___ day of _____, 2024 by Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company, whose address is 1 Rayonier Way, Wildlight, Florida 32097 (hereinafter referred to as "the DECLARANT").

RECITALS:

WHEREAS, the DECLARANT is the owner of the real property situate, lying and being in Polk County, Texas and described on Exhibit A attached hereto and made a part hereof (the "PROPERTY"); and

WHEREAS, it is contemplated that the PROPERTY will be a community known as "Sugar Hill", consisting of twelve (12) lots, which are approximately 10.10 acres to 14.408 acres in size, as generally shown on Exhibit B attached hereto and made a part hereof. Each lot shall be used for either recreational, single family residential, and/or agricultural purposes. No common areas, easements, accessways, utility, stormwater or any other improvements are made a part of this community or this DECLARATION other than as referenced in the legal description;

WHEREAS, the DECLARANT desires to provide for the protection and enhancement of the property values and quality of environment in the PROPERTY and for the general health, safety, and welfare of the owners of the PROPERTY and, to this end, desires to subject the PROPERTY to the covenants, conditions and restrictions hereinafter set forth, each of which shall be binding upon, and run with the title to, the PROPERTY; and

WHEREAS, all present and future OWNERS, tenants and occupants of TRACTS, shall be subject to and shall comply with the provisions of this Declaration, as may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any TRACT, shall constitute an adoption and ratification of the provisions of this Declaration, as they may be amended from time to time.

NOW, THEREFORE, the DECLARANT, for itself and its successors and assigns, declares that the PROPERTY is and shall be held, transferred, sold, conveyed, mortgaged and occupied subject to the covenants, conditions and restrictions hereinafter set forth, all of which shall run with title to the PROPERTY and shall be binding on, and inure to the benefit of, all parties having any right, title or interest in the PROPERTY, and their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I – INCORPORATION OF RECITALS

The above Recitals are hereby incorporated in and form a part of this DECLARATION.

ARTICLE II – DEFINITIONS

The following words shall be defined in this DECLARATION in this manner:

2.1. “AGRICULTURAL USE” shall mean the cultivation of food crops, silviculture or livestock, and other ancillary uses thereto, including the marketing of agricultural products produced on the PROPERTY in compliance with any and all applicable laws, ordinances and regulations.

2.2. “ALLOWABLE COMMERCIAL USE” shall mean and be limited to use of any IMPROVEMENT on the PROPERTY or TRACT within the PROPERTY as a home office and/or for telecommuting work. No trade, business, profession or other type of commercial activity, which can be detected by sight, sound, or odor from the exterior of the TRACT or causes increases in traffic or transient guests, shall be carried on upon any TRACT, except that real estate brokers, Owners and their agents may show properties for sale or lease.

2.3. “IMPROVEMENTS” shall mean all man-made things, objects, or structures constructed on, above, or below, any TRACT of the PROPERTY, including, without limitation, all buildings, parking surfaces, driveways, fences, screens, landscaping, utility services, grading, fill, excavation, drainage devices, and any other structures and features.

2.4. “MOBILE HOME” shall mean manufactured home, mobile home, modular home, or house trailer.

2.5. “OWNER” or “OWNERS” shall mean the legal title holder of record of any TRACT (including the DECLARANT), to include any natural person or legal entity holding title; and all other persons acquiring or succeeding to the title from the DECLARANT hereafter by sale, grant, will, lease, foreclosure, execution, or any other legal manner of transfer of any interest therein.

2.6. “PROPERTY” shall mean the approximate 136.70 acres of land situate in Polk County, Texas and as is more particularly described on **Exhibit A** and is depicted on **Exhibit B**, both attached hereto and which has been designated and named herein as “Sugar Hill”.

2.7. “RECREATIONAL USE” shall mean recreational activities, including, but not limited to, swimming, fishing and wildlife viewing or similar recreational activities permissible in accordance with any and all applicable laws, ordinances and regulations.

2.8. “RESIDENTIAL USE” shall mean use of the PROPERTY as living quarters for one household only. For avoidance of doubt, Residential Use does not include multi-family occupancy or institutional property.

2.9. “TRACT” or “TRACTS” shall mean those lots, parcels or tracts within the PROPERTY, and as is more particularly described and depicted on **Exhibit A** and/or **Exhibit B** attached hereto.

ARTICLE III – PURPOSE

The purpose of this DECLARATION is to impose the COVENANTS set forth herein on the PROPERTY and TRACTS within the PROPERTY to provide for and encourage the orderly development of the PROPERTY by and through a common scheme of development. Any word or term used in this DECLARATION that is not defined in Article II shall have the meaning as defined in the local development or zoning codes and ordinances. If not defined in this DECLARATION or in local development or zoning codes, the ordinarily accepted meaning will apply.

ARTICLE IV – USES AND RESTRICTIVE COVENANTS

The DECLARANT hereby declares that any and all construction of any IMPROVEMENT on the PROPERTY or on the TRACTS within the PROPERTY and any use of the PROPERTY hereafter shall be subject to these COVENANTS and comply in the following manner to wit:

4.1. Permitted Use: The PROPERTY and any TRACT within the PROPERTY shall be used solely for RESIDENTIAL, RECREATIONAL or AGRICULTURAL USES or a combination of said uses. ALLOWABLE COMMERCIAL USE as defined in Article II of this DECLARATION shall also be permitted upon prior written approval of the DECLARANT. No use authorization herein contained or subsequently granted by DECLARANT shall be deemed a representation or warranty by DECLARANT that such uses are permitted under applicable zoning or other governmental ordinances.

4.2. Mobile Homes: No MOBILE HOMES may be placed on any TRACT.

4.3. Single Family Residences: Single family residences shall have a minimum of 1500 square feet exclusive of carports, porches and garages. Construction of the residence shall be completed within one (1) year of the date of issuance of the local government building permit.

4.4. Temporary Improvements for Residential Purposes: Temporary IMPROVEMENTS for residential purposes shall be allowed only during a period of active construction of a permanent residential structure on a TRACT, and shall not exist on the site for longer than twelve (12) total months.

4.5. Setbacks: The minimum setback of any structure, including, but not limited to, houses, barns, sheds, etc. constructed on any TRACT shall be one hundred feet (100') from the front, twenty-five feet (25') from the rear, and twenty-five feet (25') from the side lines of a TRACT or as stated in the applicable zoning regulations of Polk County, Texas, should such minimum setbacks established by the County be more restrictive than those stated herein.

4.6. Maintenance Standards: Each OWNER shall keep all IMPROVEMENTS on any TRACT in a reasonably safe, clean, maintained, neat condition and shall comply in all material respects

with governmental statutes, ordinances, regulations and all health, police and fire protection requirements. No IMPROVEMENT on any TRACT shall be permitted by the OWNER of such TRACT to fall into disrepair, and each IMPROVEMENT shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished. Each TRACT shall be maintained clean and free from refuse, debris, unsightly growth, and any fire hazard.

4.7. Fencing: Each OWNER may install fencing around the perimeter boundary line of each TRACT and may place fencing at other locations within each TRACT. Each OWNER is encouraged but not required to use the fencing specifications attached hereto as **Exhibit C** and made a part hereof for addition to existing board fencing.

4.8. Waste Storage and Removal: Rubbish, trash, garbage or other waste shall be kept only in sanitary containers screened from public view and in accordance with any applicable ordinances and land use regulations of Polk County, Texas. Rubbish and trash shall not be permitted to accumulate and may not be disposed of on the PROPERTY by burning or burial.

4.9. Nuisance Prohibition: No activities generating noxious or offensive noise or odors may be conducted on any TRACT, no improper, offensive, or unlawful activity shall be conducted on any TRACT, nor shall any activity be conducted thereon which shall become a nuisance, or cause unreasonable embarrassment, or constitute a disturbance or annoyance to persons in their enjoyment of any TRACT within the PROPERTY.

4.10 Mining Prohibited: No commercial borrow pits or mining of any kind shall be allowed on the PROPERTY.

4.11 Towers: No commercial cellular towers, other communication towers, or other towers above forty (40) feet high shall be allowed on the Property.

4.12 Billboards Prohibited; Community Sign: No billboards shall be allowed on the Property. The DECLARANT has installed or will install a community sign on TRACT 1 and TRACT 8 (together, the "Sign Easement Tracts") and hereby reserves to itself easements for the sign, and access easements for ingress and egress to and from the sign (the "Sign Easement"), as described and depicted on **Exhibit D** attached hereto and made a part hereof. DECLARANT shall have the right, but not the obligation or affirmative duty, to maintain, replace or repair the sign in DECLARANT'S sole and absolute discretion. The sign shall remain in place for the duration of this Declaration and may not be removed or modified by any OWNER without prior written consent of Declarant. The Sign Easement shall run with title to the Sign Easement Tracts.

ARTICLE V – NOTICES

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to DECLARANT shall be:

- (a) in writing, and
- (b) deemed to have been provided

- (i) on the second business day after being sent as certified or registered mail in the United States mail, postage prepaid, return receipt requested, or
- (ii) on the next business day after being deposited (in time for delivery by such service on such business day) with Federal Express or another reputable national courier service, or
- (iii) (if such party's receipt thereof is acknowledged in writing) on being given by hand or other actual delivery to such party.

The notice address of the DECLARANT shall be:

DECLARANT: Raydient LLC dba Raydient Places + Properties LLC
Attention: CCR Manager
1 Rayonier Way
Wildlight, FL 32097

WITH A COPY TO: Rayonier Inc.
Attention: Legal Department
1 Rayonier Way
Wildlight, FL 32097

ARTICLE VI - MISCELLANEOUS PROVISIONS

6.1 Enforcement: Each OWNER shall strictly comply with all the terms and conditions and provisions of this DECLARATION. DECLARANT and/or any OWNER may enforce these COVENANTS against any other OWNER in violation in a court of competent jurisdiction located in Polk County, Texas, by injunction, specific performance, money judgment, or any other appropriate legal or equitable remedy. Each OWNER specifically acknowledges that, if any OWNER or tenant violates any of these COVENANTS, the other OWNERS will not have an adequate remedy at law and that these COVENANTS may be enforced by injunctive relief, including by a temporary or preliminary injunction and a temporary restraining order, if necessary.

DECLARANT specifically retains the right, but not the obligation, at its sole discretion, to enforce the terms and conditions and provisions of this DECLARATION for fifteen (15) years following the conveyance of the last TRACT owned by DECLARANT to an OWNER.

6.2 Recovery: If any OWNER or if DECLARANT seeks to enforce or defend any of these COVENANTS, then the prevailing party shall be entitled to recover, in addition to the legal or equitable claim or defense, all court costs, reasonable attorney's fees and other expenses which are reasonably necessary to enforce these COVENANTS, including the cost of any bond premiums for injunctive relief.

6.3 No Waiver: Any delay, omission or other failure to promptly enforce any of the COVENANTS, however long continued, shall not be deemed acquiescence therein nor a waiver abandonment or termination of any right, or otherwise bar enforcement at a later date as to the same breach or violation, or as to any other breach or violation hereof occurring prior to or subsequent thereto.

6.4 Invalidation: The invalidation of any single COVENANT (or any part thereof) by a court of competent jurisdiction shall not affect the validity of any other COVENANT which shall remain in full force and effect. The breach of any COVENANT shall not defeat or render invalid the lien of any mortgage made in good faith and for value prior to the date of this DECLARATION, but all COVENANTS shall be binding upon and effective against any mortgagee or person whose title is or was acquired by foreclosure or otherwise.

6.5 Term: These COVENANTS shall be in full force and effect until December 1, 2044 at which time these COVENANTS shall be automatically extended for successive terms of ten years each; UNLESS within the two year period preceding the expiration of these COVENANTS (or, if applicable, any successive term) an instrument which terminates these COVENANTS is signed by OWNERS that own more than fifty percent of the TRACTS in the PROPERTY, along with written joinder and consent by all mortgagees, and recorded in the appropriate records of Polk County, Texas. For avoidance of doubt, the foregoing simple-majority percentage is intended to reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.

6.6 Amendment:

6.6.1 Amendment by DECLARANT: The DECLARANT, as long as DECLARANT owns a TRACT, reserves and shall have the sole right to take the following actions without vote or consent of the OWNERS:

- (a) amend this DECLARATION for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; and
- (b) amend this DECLARATION in any manner which does not adversely affect the substantive rights of an existing OWNER or mortgagee; and
- (c) amend this DECLARATION for the purpose of adding other property to be included within the scope of this DECLARATION; and
- (d) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any TRACT which do not lower the standards of the covenants and restrictions herein contained; and
- (e) release any TRACT from any part of the covenants and restrictions contained herein which have been violated if the DECLARANT, in its sole judgment, determines such violation to be a minor or insubstantial violation.

6.6.2 Amendment by OWNERS: Provided DECLARANT no longer owns any TRACT in the PROPERTY, this DECLARATION may be amended, modified or changed only if an instrument is signed by OWNERS that own more than three-quarters (3/4) of the TRACTS in the PROPERTY, provided to DECLARANT for review, and subsequently recorded in the official records of Polk County, Texas. The instrument may not be recorded until approval from DECLARANT to do so is obtained in writing. For avoidance of doubt, the foregoing super-majority percentage is intended to reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.

6.7 Binding Effect: These COVENANTS shall be binding upon and inure to the benefit of the present and future OWNERS, their grantees, heirs, representatives, successors and assigns, in

interest or title and all persons claiming by, under or through the same, and shall be specifically enforceable, including without limit, by any present or future OWNER, his, her, its or their, grantees, heirs, representatives, successors and assigns in interest or title or any person claiming by, under or through the same.

6.8 Tax Sale: These COVENANTS are conclusively declared and deemed to enhance and preserve the value of the PROPERTY and as such they shall not be affected or terminated by the vesting of any title in any governmental unit or agency and/or in any subsequent purchaser by virtue of a tax sale for unpaid taxes or assessments.

6.9 Right to Subdivide: Once a TRACT has been purchased from DECLARANT, such parcel of land may be combined with other TRACTs, but shall not be subdivided nor shall only a portion of a TRACT be sold unless written approval is given by the DECLARANT.

6.10 Annexations/Additions: In its sole discretion, DECLARANT shall have the right and privilege to annex and make subject to this DECLARATION and the COVENANTS hereof additional land contiguous to the PROPERTY. For these purposes, contiguous property shall include any property which may be separated from the other property subject to these COVENANTS by a public right-of-way (e.g. a road or street). Any such addition shall be enforceable and recognized upon the recordation of a Supplemental Declaration that is recorded in the public records of Polk County, Texas.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written:

DECLARANT:
Raydient LLC dba Raydient Places + Properties
LLC, a Delaware limited liability company
By: [Signature]
Andrew C. Shipp
Its: Vice President

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 10 day of Dec, 2024 by Andrew C. Shipp as Vice President of Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

[Signature]
Notary Public
Name: Chrystal C. Dietz
My Commission Expires: 9.29.27

SEAL



UNOFFICIAL COPY