



AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
MARK D. GROBNER, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
ALSTON, TEXAS 78701

BOOT LAKE RANCH [MIXED-USE]

DEVELOPMENT TRACT DECLARATION [ZOO TRACT]

Midland County, Texas

Declarant: BOOT LAKE RANCH PROPERTY OWNER, LLC, a Delaware limited liability company

Cross reference to Boot Lake Ranch Master Covenant [Mixed-Use], recorded as Document No. 2023-24962, in the Official Public Records of Midland County, Texas.

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BOOT LAKE RANCH
[MIXED-USE]

DEVELOPMENT TRACT DECLARATION
[ZOO TRACT]

This Development Tract Declaration [*Zoo Tract*] for Boot Lake Ranch [*Mixed-Use*] (the "Development Tract Declaration") is made by BOOT LAKE RANCH PROPERTY OWNER, LLC, a Delaware limited liability company (the "Declarant") and is as follows:

RECITALS

A. This Development Tract Declaration is filed with respect to that certain real property located in Midland County, Texas, as more particularly described on Attachment 1, attached hereto and incorporated herein (the "Development Tract").

B. Pursuant to that certain Boot Lake Ranch Master Covenant [Mixed-Use], recorded as Document No. 2023-24962, in the Official Public Records of Midland County, Texas (the "Covenant"), Declarant served notice that portions of the Property may be made subject to one or more Development Tract Declarations and that the portions of the Property described therein will constitute the Development Tract and will be governed by and fully subject to the Development Tract Declaration, in addition to the Covenant.

A Development Tract is a portion of Boot Lake Ranch which is subject to the terms and provisions of the Covenant. A Development Tract Declaration includes specific restrictions which apply to the Development Tract, in addition to the terms and provisions of the Covenant.

C. Declarant intends for this Development Tract Declaration to serve as one of the "Development Tract Declarations" permitted under the Covenant and desires that the Development Tract described and identified in *Recital A* hereinabove will constitute one of the Development Tracts which is permitted, contemplated and defined under the Covenant.

NOW, THEREFORE, it is hereby declared: (i) that all of the Development Tract will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Development Tract and will be binding upon all parties having right, title, or interest in or to the Development Tract or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Development Tract, or any portion thereof, will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Development Tract

Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Covenant.

ARTICLE 1
DEFINITIONS

Capitalized terms used but not defined in this Development Tract Declaration shall have the meaning subscribed to such terms in the Covenant.

ARTICLE 2
USE RESTRICTIONS

All of the Development Tract will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.1 Use Restrictions.

The Development Tract and all Improvements thereon must be used solely for activities that conform to all zoning requirements applicable to the Development Tract, unless a variance is otherwise granted in accordance with the Covenant. Specifically, the Development Tract may be utilized as zoo, botanical garden, aquarium, or other similar public amenity (hereinafter collectively referred as a "Zoo Facility") in accordance with all permitting requirements and Applicable Law including, but not limited to, Chapter 69 of the Texas Administrative Code and Title 5 of the Texas Parks and Wildlife Code. The use of the Development Tract may include additional ancillary uses including, but not limited to, educational facilities geared toward the purposes of furthering scientific understanding of protected wildlife and conservation, parking, food and beverage sales ancillary to Zoo Facilities, special events, medical facilities for the breeding and care of wildlife and other similar and ancillary uses permitted under Applicable Law. The foregoing uses shall be considered the "Permitted Uses" for the Development Tract. In the event the Owner(s) of the Development Tract desire to utilize any portion of the Development Tract for uses other than the Permitted Uses, Declarant shall work in a good faith and non-discriminatory manner with the Owner(s) of the Development Tract to amend this Development Tract Declaration to provide for additional Permitted Uses, which may include commercial uses such as office and retail development, provided such uses are permitted under Applicable Law and do not otherwise unreasonably interfere with business operations of, or the entitlements or zoning for, or the overall design and use cohesion of the balance of the Property, subject to the terms, restrictions and conditions set forth in the Covenant.

2.2 Maintenance.

Each Owner, at his sole cost and expense, shall keep any portions of the Development Tract owned by such Owner in a safe, clean, neat and attractive condition at all times and in compliance with Applicable Law. Each Owner's obligations include, but shall in no way be limited to the following:

- (i) All rubbish, trash and other waste will be stored in clean and sanitary solid waste receptacles and will be removed promptly prior to its accumulation.
- (ii) All exterior lighting and mechanical facilities will be kept in good working order.
- (iii) All parking areas will be striped and all parking areas, driveways and roads will be kept in good repair and swept to the extent necessary to keep such areas clean and clear of debris.
- (iv) All exteriors to any Improvements will be kept in good repair, including replacements, if necessary, and the exterior of all Improvements will be repainted as reasonably needed.
- (v) Lawn and other landscaped areas will be watered and fertilized at such times and in such quantities as required to keep the grass and other vegetation alive and attractive and will be kept free of weeds.
- (vi) All trees, shrubs, plants and ground cover will be timely and properly trimmed (including the removal of deadwood) according to their plant culture and the landscape design and will be watered and fertilized at such times and in such quantities as are required to keep them alive and attractive. Any dead tree, shrub, plant or ground cover will be removed and replaced immediately.

**ARTICLE 3
CONSTRUCTION RESTRICTIONS**

3.1 Construction of Improvements. No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Tract unless approved in advance and in writing by the Boot Lake Ranch Reviewer in accordance with the Covenant. Pursuant to *Section 6.4.2* of the Covenant, the Boot Lake Ranch Reviewer may, but shall not be required to, adopt certain Design Code applicable to the Development Tract. All Improvements must strictly comply with the requirements of the Design Code unless a variance is obtained pursuant to the Covenant. The Design Code may be supplemented, modified, amended, or restated by the Boot Lake Ranch Reviewer as authorized by the Covenant.

**ARTICLE 4
PARKING**

4.1 Easement.

In order to facilitate the development, marketing and sale of the Development Tract and to comply with Applicable Law, Declarant or any future Owner(s) of the Development Tract

may construct various publicly accessible parking lots, parking spaces or other parking facilities and any associated improvements, roadways, driveways and sidewalks (the "Parking Facilities"). For the common and mutual benefit of the Development, Declarant hereby does impress upon the Development Tract and grant, sell and convey to any Owner of the Development Tract and each and every Owner of any other Development Tract within the Development, a perpetual, non-exclusive and reciprocal easement over and across the Development Tract (the "Parking Easement") for the purposes of free and uninterrupted vehicular parking and access in and to and use of the Parking Facilities. The Parking Easement shall be for the benefit of and appurtenant to each and every Development Tract within the Development and may be used by each and every Owner and their respective permitted successors and assigns, and their respective tenants, subtenants, employees, guests, licensees, contractors, agents, and invitees, for the purposes set forth in this *Article 4*. Nothing herein shall prevent the redevelopment of, changes, alterations or additions to, or the re-routing or temporary or permanent closing of existing roadways, sidewalks and/or driveways on or within the Development Tract, so long as there continues to be reasonable access between other Development Tracts within the Development and access to and from and use of the Parking Facilities.

4.2 Rules and Regulations

Use of the Parking Easement is further subject to such reasonable rules and regulations regarding parking, access and use of the Parking Facilities as any Owner of the Development Tract may from time to time determine (the "Parking Rules"); provided however that any such Parking Rules shall not prohibit use of the Parking Facilities for parking purposes or otherwise permit any Owner to exercise its rights under this Development Tract Declaration in any manner which materially interferes with any other Owner's use of the Parking Facilities, including, but not limited to, the installation of any construction, barricade or other improvements or by the storage or placement of any personal property thereon, which would prevent the use of the Parking Facilities for the for the purposes set forth in this *Article 4*. Any Parking Rules imposed on the Development Tract by an Owner thereof may give priority to such Owner, its Tenants, and their customers, clients, employees and invitees to use the Parking Facilities on the Development Tract, including the designation of certain reasonable portions of the Parking Areas as "reserved" or as employee parking. The Parking Easement and rights created hereunder shall be used and enjoyed by each Owner in such a manner so as not to unreasonably interfere with, obstruct or delay the operation of any business lawfully conducted on the Development Tract or conducted by any of the other Owners or Tenants or their respective permitted successors and assigns, subtenants, employees, guests, licensees, contractors, agents, and invitees within the Development. The Parking Rules may include reasonable provisions permitting any Owner or Tenant, or their permitted successors and assignees, to charge the public or any other Owner or Tenant within the Development for the right to access or park vehicles in or on the Parking Facilities within the Development Tract.

ARTICLE 5
GENERAL PROVISIONS

5.1 Term

The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Tract Declaration will run with and bind the Development Tract, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Tract Declaration is Recorded, and continuing through and including January 1, 2095, after which time this Development Tract Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by all Owners of the Development Tract and the Declarant during the Development Period. Notwithstanding any provision in this Section 5.1 to the contrary, if any provision of this Development Tract Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants of Charles III, King of England.

5.2 Amendment

- (i) This Development Tract Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and each Owner of a portion of the Development Tract.
- (ii) This Development Tract Declaration shall be governed by the Covenant. Any subsequent amendment of the Covenant shall be binding against the Development Tract only upon the ratification of such amendment adopted in accordance with Section 5.2 (i).

5.3 Interpretation.

The provisions of this Development Tract Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Tract, provided, however, that the provisions of this Development Tract Declaration will not be used to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Tract. This Development Tract Declaration will be construed and governed under the laws of the State of Texas.

5.4 Enforcement and Non-waiver.

Except as otherwise provided herein, any Owner, at such Owner's own expense, Declarant and the Association will have the right to enforce all of the provisions of this Development Tract Declaration. The Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Development Tract Declaration. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Tract is hereby declared to be a violation of this Development Tract Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

5.5 Construction.

The provisions of this Development Tract Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Development Tract Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

[SIGNATURE PAGE FOLLOWS]

Midland County Clerk Unofficial Copy

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

BOOT LAKE RANCH PROPERTY OWNER, LLC,
a Delaware limited liability company

By: Boot Lake Ranch Development Company,
LLC, a Delaware limited liability company,
its Manager

By: [Signature]
Name: Adam Cunyus
Title: Co-President

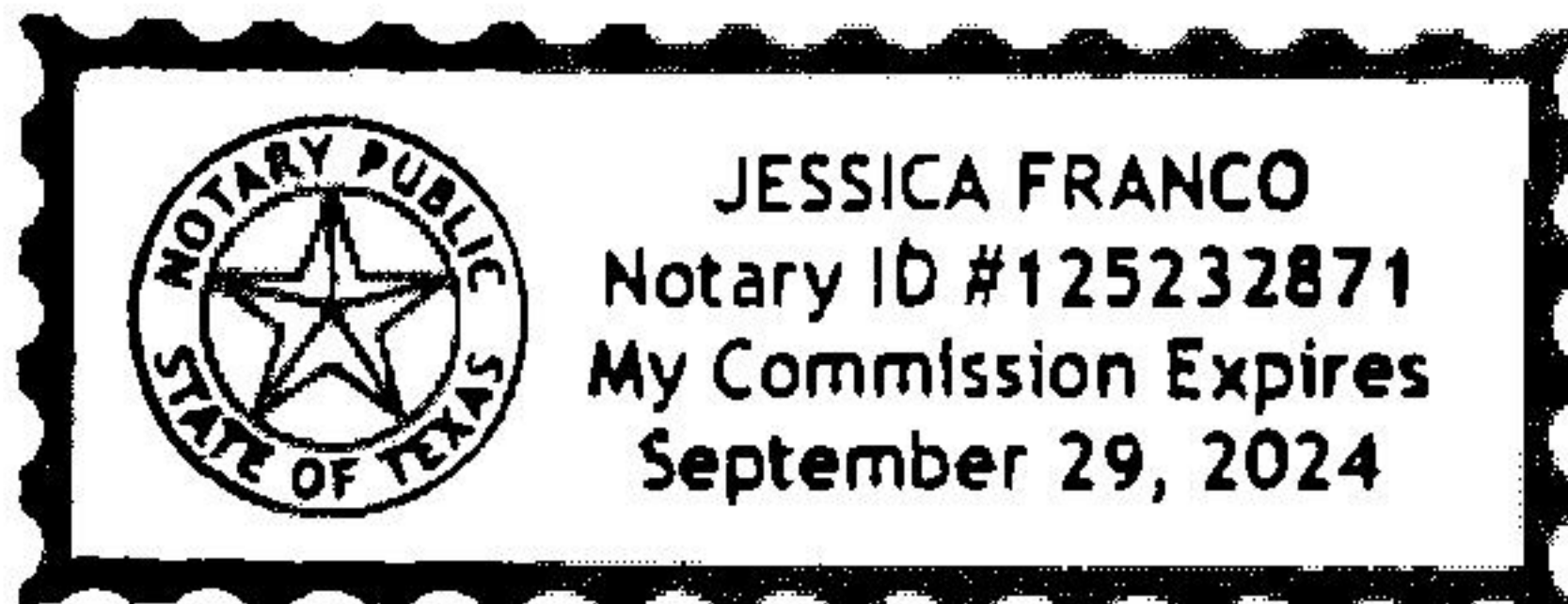
THE STATE OF TEXAS §

COUNTY OF Midland §

This instrument was acknowledged before me this 10 day of July, 2023
by Adam Cunyus the Co-President of Boot Lake Development Company, LLC, a Delaware
limited liability company, Manager of BOOT LAKE RANCH PROPERTY OWNER, LLC, a
Delaware limited liability company, on behalf of said entities.

(SEAL)

[Signature]
Notary Public Signature



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ATTACHMENT 1

PROPERTY DESCRIPTION

A 51.097 Acre Tract of Land located in Lot 1, Block 21, Grassland Estates, Section 16, City of Midland, Midland County, Texas.

Boundary more fully described by metes and bounds as follows:

Beginning at (N: 10697067.74', E: 1727657.05') a 1/2 inch iron rod with cap marked 'ASB 5689' set for the northeast corner of this tract, whence a 1/2 inch iron rod found at the southeast corner of Lot 1, Block 21, Grassland Estates, Section 16 recorded in Cabinet F Page 157, Midland County Plat Records bears South 50°46'24" East, a distance of 1638.39 feet;

Thence South 00°25'37" West, a distance of 1022.20 feet to a 1/2 inch iron rod with cap marked 'ASB 5689' set for the southeast corner of this tract;

Thence South 48°04'59" West, a distance of 356.62 feet to a 1/2 inch iron rod with cap marked 'ASB 5689' set for a point of deflection in the south line of this tract;

Thence South 81°21'17" West, a distance of 375.27 feet to a 1/2 inch iron rod with cap marked 'ASB 5689' set for a point of deflection in the south line of this tract;

Thence North 58°58'30" West, a distance of 1389.76 feet to a 1/2 inch iron rod with cap marked 'ASB 5689' set for the southwest corner of this tract;

Thence with a curve to the right in a northwesterly direction, said curve having a radius length of 339.42 feet, an arc length of 373.03 feet, a delta angle of 62°58'09", and a chord length of 354.54 feet bearing North 08°57'57" West to a 1/2 inch iron rod with cap marked 'ASB 5689' set for a point of tangency in the west line of this tract;

Thence North 30°55'47" East, a distance of 840.21 feet to a 1/2 inch iron rod with cap marked 'ASB 5689' set for the northwest corner of this tract;

Thence South 60°03'19" East, a distance of 401.44 feet to a 1/2 inch iron rod with cap marked 'ASB 5689' set for a point of curvature in the north line of this tract;

Thence with a curve to the left in a southeasterly direction, said curve having a radius length of 2038.67 feet, an arc length of 1158.35 feet a delta angle of 32°33'17", and a chord length of 1142.85 feet bearing South 76°19'16" East to the Point of Beginning.

Containing 51.097 acres of land.

Midland County
Alison Haley
Midland County
Clerk

Instrument Number: 24999

eRecording - Real Property

Recorded On: October 18, 2023 01:13 PM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: \$62.00

***** 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: 24999

Receipt Number: 20231018000058

Recorded Date/Time: October 18, 2023 01:13 PM

User: Abarrane C

Station: cc10299

Record and Return To:

Simplifile

TX



STATE OF TEXAS
COUNTY OF MIDLAND

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 Midland County, Texas.

Alison Haley
Midland County Clerk
Midland County, TX