

SUBDIVISION RESTRICTIONS

THE STATE OF TEXAS

COUNTY OF JIM WELLS

KNOWN ALL MEN BY THESE PRESENTS:

That we, _____, therein called "Grantor" or "Grantors" Owners and Developer of _____, a Subdivision of Jim Wells County, Texas, as shown on page recorded in Volume _____, Page _____, in the Map Records of Jim Wells County, Texas ("Or Subdivison"), do hereby impress all of the property included in the Subdivision with certain restrictions as provided herein:

1.0 RESTRICTIONS

For the purpose of creating and carrying out a uniform plan of improvement and sale of lots in the Subdivision and for the purpose of maintaining the Subdivision as a restricted residential area, the following limitations, restrictions and conditions are hereby established, adopted and imposed upon each lot or parcel of land in the Subdivision;

- 1.1. All of the property in the Subdivision shall be used for the private recreational, residential or agricultural purposes only. The residential use shall be for single family dwellings only.
- 1.2. No more than one (1) dwelling unit is permitted on any one lot in said addition, and no re-subdivisions of any lot will be permitted without the written approval of the Restrictions Committee or Grantors.
- 1.3. Site-built homes must have a minimum of One Thousand Five Hundred (1,500) square feet of living space.
- 1.4. Double-wide manufactured homes and double-wide modular homes are also allowed as single family dwelling units. However, no manufactured home or modular home that is older than 5 years will be allowed to be moved onto any lot in the Subdivision. Single-wide mobile homes are not allowed in the Subdivision for any purpose, and travel trailers will not be allowed as dwelling units.
- 1.5. All manufactured homes and modular homes must be on permanent footings and provided with a solid skirt around the base within 30 days from the time the home is moved onto a lot in the Subdivision and must be kept painted and otherwise maintained on the exterior.
- 1.6. All structures shall be set back from the property line fifty (50) or more feet, and then twenty (20) or more feet from any side or rear lot line.
- 1.7. Barns, sheds, or any other buildings, except dwelling units, garages, or well covers, shall be set back eighty (80) or more feet from front property line bordering County Road 440.
- 1.8. All buildings constructed in the Subdivision must have an attractive appearance and must be maintained in such a way as to present an attractive appearance for the Subdivision. If the buildings are of frame construction, they shall be painted with two or more coats of paint, or shall have redwood siding, brick or other permanent type of siding.

- 1.9 No garage, temporary building or tent shall be permitted for the extended use as living quarters, except a garage apartment will be permitted provided it is built in conjunction with or after the main dwelling is erected.
- 1.10 No structure shall be moved onto any tract in the Subdivision unless approved in writing, by the Grantors or Restriction Committee. Any remodeling, painting or repair of a moved-in structure required as a condition for this approval must be completed within sixty (60) days after the structure is placed on a lot, and before occupancy.
- 1.11 All sewage disposal systems constructed in the Subdivision shall be of septic tank and filled drain type, as recommended by the Texas State Health Department and County of Jim Wells, and in no event will a cesspool or outdoor toilet be permitted in the Subdivision.
- 1.12 No lot in the Subdivision shall be used as a junkyard or for the accumulation of scrap or used materials, and no unlicensed or inoperable vehicles will be permitted on any lot in the Subdivision, nor shall any lot be used for any purpose that is obnoxious or offensive to the owners or users of other lots in the Subdivision, nor shall any actions be permitted on any lot that is illegal or shall become an annoyance or nuisance to other lot owners.
- 1.13 No lot or lots in the Subdivision may be used as a trailer park.
- 1.14 No trash, debris, or garbage may be allowed to accumulate. Lots must be kept clean and mowed at all times and if some are not kept clean and mowed, the restrictions committee is allowed to have said lots cleaned and mowed and to charge the owners of said lot(s) for cleaning and mowing.
- 1.15 Dogs and other pets shall not be allowed to range outside owner's property, but shall be kept on leash or within fenced enclosure at all times.
- 1.16 No hogs, pigs, goats or chickens shall be kept on any part of this Subdivision.
- 1.17 On any lot subject to a pipe line easement, no permanent structure of any nature may be erected on or over said easement.
- 1.18 The discharge of firearms in the Subdivision is prohibited.
- 1.19 No owner shall allow the use or storage of any Hazardous Materials or otherwise allow any activity which could result in liability under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et. seq. (CERCLA), the Superfund Amendment and Reauthorization Act, the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et. seq., the Resource Conservation and Recovery Act 42 U.S.C. §6501 et. seq. (RCRA), the Hazardous Substances Act, 15 U.S.C. §1260 et. seq., the Injection Well Act, Texas Water Code §§27.002 et. seq., the Comprehensive Municipal Solid Waste Management, Resource Recovery and Conservation Act, Texas Health and Safety Code §§501.001 et. seq., the Water Quality Control Act, Texas Water Code §§26.001 et. seq., or any other federal or state environmental statute or regulation. For the purpose of this provision, Hazardous Materials includes: (a) any substance, product, waste, or other material of any nature that is or becomes listed, or addressed under the laws designated above or any other federal or state law or local ordinance or other rule concerning hazardous, toxic or dangerous substances, wastes or materials; and (b) any substance, product, waste or other material that may give rise to liability under any of the laws designated above or under any other statutory or common law or theory; or (c) crude oil products, including petroleum; or (d) asbestos.

2.0 APPLICABILITY AND DURATION OF RESTRICTIONS

- 2.1 All of the limitations and restrictions herein contained shall extend to and include the heirs, assigns, devisee, lessees, and holders of every kind, who may purchase or acquire any real property interest of any type, nature or degree in the Subdivision from Grantors, their successors and assigns.
- 2.2 The covenant, conditions, limitations and restrictions herein contained shall constitute covenants running with the land and each and every one of such restrictions and limitations shall be binding upon and shall insure to the benefit of Grantors of the Subdivision, their successors and assigns, and to the purchasers of all lots and other property interests in the Subdivision.
- 2.3 The conditions, limitations, and restrictions herein contained shall constitute a part of each contract or other instrument conveying a lot or lots within the Subdivision by reference to the place of record of this instrument, and by the acceptance of any such instrument of conveyance of any property interest therein, the Grantee in of any such instrument of conveyance, his heirs and assigns, shall be subject to and shall agree to be bound thereby, and each such contract, deed, or other instrument of conveyance shall be conclusively held to be executed, delivered and accepted subject to all terms, conditions, limitations and restrictions herein contained. In the event of the failure of any contract, deed, or other instrument of conveyance in the Subdivision to refer to this instrument, this instrument shall nevertheless be considered a part of such instrument of conveyance, and transfer to any Grantee of any property interest in the Subdivision shall be construed to be subject to the terms and provisions of these Subdivision Restrictions.
- 2.4 The restrictions and limitations herein contained shall remain in force for twenty (20) years from this date, any may be renewed or adhered after that time.
- 2.5 At any time (during the 20 years), Grantor, or the Restrictions Committee, with the consent of Grantor or a 2/3 (in interest) vote of the property owners may waive, modify, amend or change any portion or all of the restriction contained herein, including the issuance of variances.
- 2.6 After the expiration of the twenty-year period, the Restrictions Committee may call an organizational meeting in any Subdivision building, notifying the property owners by mail, for the purpose of forming a Property Owners Association, which shall adopt its own by-laws, elect officers, and decide on the future direction of the Subdivision. The results of such meeting shall be set forth in a written instrument and filed for record in the office of the County Clerk of Jim Wells County.

3.0 ENFORCEMENT OF RESTRICTIONS

- 3.1 Each and every owner of a lot or lots in the Subdivision shall have the right to enforce the restrictions, conditions and limitations herein contained and shall have the right to injunction, prohibitory or mandatory or both, as a means of preventing a breach, or to enforce the observance of all the restrictions, limitations and conditions herein contained. The remedy of injection shall be cumulative. Specifically, any owner or owners of a lot or lots in the Subdivision who are damaged by virtue of the breach of any of the covenants, limitations and restrictions herein contained, shall have the right to sue for damages any

person or persons violating such restrictions, conditions, and limitations, and the person or persons violating the provisions hereof shall be liable for legal damages and reasonable attorney fees.

- 3.2 If through error or oversight any structure should be constructed or erected which does not entirely conform to all of the limitations and restrictions herein contained, such non-conformity shall in no way affect or impair the limitations and restrictions as applying to any and all of the remainder of the Subdivision. Any delinquency or delay on the part of any owner to enforce the correction of any violation of the restrictions or limitations herein contained shall not operate as a waiver of such violation, nor confer any implied right on any other owner or user of a lot or lots in the Subdivision to change or violate any of the limitations herein contained.
- 3.3 Should any portions of the restrictions, limitations and conditions herein contained be held by any court to be invalid, void or unenforceable for any reason, such adjudication or holding shall not in any way affect, limit, impair, or restrict any other of the provisions.

4.0 RESTRICTIONS COMMITTEE

- 4.1 On or before _____, Grantors will appoint a committee (to be known as the Restrictions Committee) of five (5) property owners to serve for a three (3) year period.
- 4.2 After the expansion of this initial term, the committee will consist of five (5) property owners elected by a majority vote. A new election shall be held each three (3) years thereafter.
- 4.3 The owner(s) of the lots in the Subdivision shall be entitled to one vote per lot for each lot owned in all elections; including those under section 2.5.
- 4.4 In the event the election is not held at the time specified, the then existing committee shall continue to serve until a new one is duly elected.
- 4.5 Any vacancies shall be filled by choice of the remaining committee members until the next election.

Date: _____

By: _____

STATE OF TEXAS §
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COUNTY OF JIM WELLS §

This instrument was acknowledged before me on this _____ day of _____, 2005 by _____.

Notary Public, State of Texas