

RESTRICTIONS
Cardinal Canyon

Section 52, Block 6, I&GN Survey
Randall County 500+ Acres

James T. Jennings & Sheri F. Jennings

Covenants and restrictions which shall be and constitute covenants running with the land and title thereto and binding upon the buyers and sellers, as well as their heirs, legal representatives, successors and assigns, to-wit:

1. The tract of land described in the contract or deed attached to these restrictions shall be used for single family residential purposes only.
2. No buildings may be moved onto any of the lots designated for residential use and no used or old lumber or other such materials may be used in the construction of fences.
3. All structures on a tract must be constructed on the building site. No building material of any kind or character may be placed or stored upon a tract until the commencement of construction. Once a lot is purchased there is no time frame for construction to begin. No modular residences.
4. Minimum square footage will be 1600 (one thousand six hundred) square feet of living area plus at least a 2 (two) car garage. No roof will have more than an 8 -in - 12 pitch. No two-story structures will be constructed on lower elevation tracts as specified by Attachment. Metal roofs are preferred, but not mandatory.
5. Accessory structures will be located as not to restrict views from any other properties.
6. No buildings, trailers, tents, shacks, garages or other temporary or permanent out-buildings on any tract shall, at any time, be used as a residence, temporary or permanently.
7. No building or structure of any type may be moved onto a tract.
8. All residential building sites shall contain at least 5 acres.
9. No structure (buildings) shall be located nearer than 30 (thirty) feet from any tract side line.
10. Buyer will be responsible for fencing of tracts, to retain any livestock owned and to restrict livestock from adjoining natural pasture. No pets may be kept on a tract that interfere with the quietude, health or safety of the community. Dogs will be restrained or confined inside a fenced area.
11. Natural vegetation, trees and shrubs will be maintained except for building locations, easements and accesses, with exception to over abundance of trees, sage or yucca, in an effort to maintain the natural landscape.
12. No motorized dirt bikes, 3 or 4 wheelers or similar all-terrain vehicles may be operated on the property.
13. Accesses and easements will be owned and maintained by purchaser, or in conjunction with neighboring tract owners where possible.

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14. No business enterprise may be carried on upon the premises hereby designated for residential purposes only, nor may any billboards or signs of any nature be displayed on such lots, except real estate "For Sale" signs not more than two feet by three feet in size. The developer reserves the right to use any lot for his office and to erect a larger sign on a temporary basis for his use during the development of the property.
 15. All utilities will be underground.
 16. No full-time lighted outdoor night lights (security flood type lights). All outdoor lights will be switch operated.
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These covenants and restrictions shall remain in full force and effect until December 14, 2011, at which time said restrictions and covenants shall be automatically extended for additional periods of ten (10) years, unless by vote of the majority of the owners of tracts that contain covenants and restrictions as herein set out evidenced by written agreement, recorded in the Deed Records of Randall County, Texas, it is agreed to change restrictions in whole or part.

No threatened violation of these covenants or restrictions shall be cause for title to revert to seller, his heirs or assigns, but upon a breach or threatened breach of any such covenants or restrictions, the parties adversely affected by such breach or threatened breach shall have the right to prosecute any proceeding at law or in equity for injunctive relief or damage without showing that damages have or may result from any breach or threatened breach. Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions herein contained.

SECTION 52, BLOCK 6,
I.&G.N. RAILROAD COMPANY SURVEY
RANDALL COUNTY, TEXAS

