

THE STATE OF TEXAS  
COUNTY OF BROWN

# BUCKHORN ESTATES SUBDIVISION RESTRICTIONS AND PROTECTIVE COVENANTS

WHEREAS, Well View, LTD., hereinafter called Developer, has established the Subdivision in Brown County, Texas known as Buckhorn Estates Subdivision and has dedicated to such Subdivision all the lots, tracts and parcels of land shown on that certain map or plat filed for in Volume 1429, Page 429 of the Map and Plat Records of Brown County, Texas on the 23rd day of May, 2002 to which reference is here made for all purposes and

WHEREAS, Developer has established the Subdivision by carrying out a general uniform plan of development and improvement for the Buckhorn Estates Subdivision to insure and maintain its suitability for private and residential purposes, to protect and benefit each and every purchaser, owner or grantee of herein and enhance the value of the land located in said subdivision.

NOW, THEREFORE, this Subdivision is subject to the covenants, restrictions, and conditions, to wit:

1. Covenants Running With the Land. These restrictions and covenants shall run with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by decent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of any Tract or parcel of land or entering into a contract for the purchase of the same shall thereby agree and covenant to abide by, and fully perform all the foregoing restrictions, covenants, and conditions. These covenants shall be binding for a period of thirty (30) years from the date they are filed for recorded in the Deed Records of Brown County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended upon the expiration of said term of successive periods of ten (10) years each. The record owners of legal title of fifty-one (51%) percent of the Tracts as shown by the Deed Records of Brown County, Texas, may amend or change the said covenants in the whole or part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and recording of the same in the office of the County Clerk of Brown County, Texas. A copy of any change or amendment to these Restrictions or Covenants and Conditions shall all be forwarded by prepaid mail to all owners by the Developer. Failure to furnish and copy shall not affect the validity if such amendment.

2. Definitions. The following words shall have the following meanings in construing the restrictions, covenants, and conditions:

2.1 Buckhorn Estates Subdivision - shall mean and refer to that subdivision of Brown County, Texas, recorded in Deed Records of Brown County, Texas, and designated according to the original plat.

2.2 Purchaser  $\nabla$  shall mean and refer to the person or persons, entity or entities who have entered into a contract for purchase of a tract of land with the Developer as the original party as a successor or assign; or who owns of record fee simple title to a tract.

2.3 Residence - shall mean and refer to a permanent structure or mobile home erected on a tract for the use of a single family dwelling.

2.4 Building Board - shall mean and refer to the Buckhorn Estates Building Board composed of Well View, LTD., their successor, heirs, executors, and assigns, or designees in writing, who shall review plans for construction prior to construction or erection of any building, residential or out-building and shall determine such specifications and plans are not in violation of any of these restrictions, covenants, or conditions.

2.5 Tract - shall mean and refer to the lot, acreage of land conveyed or contracted for by the purchaser, his executor, beneficiaries or assigns.

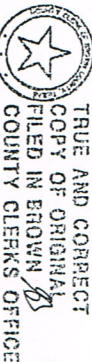
3. Non Commercial Use of Tracts. None of said Tracts, or improvements erected thereon, shall be used for any purpose other than a private family residence with usual and customary accessory buildings, such as, but not limited to garages, guest cottages, and servants quarters. No Tract, or improvement thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent a purchaser from rendering professional services of purely personal nature so long as such services do not attribute to the Tract any appearance of a commercial or non-residential use.

4. Architectural Control. There is hereby established a Building Board which shall determine if the plans and specifications for any structure on any Tract meet the requirements of these restrictions and determine if the appearance, design, and quality of the workmanship and materials are in harmony with the proposed scheme or plan of development of the Subdivision and the Building Board. Plans and specifications shall, as a minimum, describe the building to be placed or constructed as well as the materials to be used on the exteriors.

5. Construction of Buildings and Other Structures. All building and structures on each Tract shall be architecturally acceptable by the Building Board. No unpainted metal or fiberglass structure shall be placed on any said Tracts for use as an accessory building.

No tent or substandard structure of any character may be placed, constructed or maintained by any said Tracts, nor shall ever any structure of temporary character be used as a residence thereon. Storage of travel trailers is permitted provided it is not in a condition or location to adversely affect the value of the adjoining property.

6. Size and Type of Building. Not more than one single family residence shall be placed or constructed on any tract of the land herein contracted or conveyed, and no single family residences shall be constructed thereon which contains less than 1,000 square feet of living area. New Manufactured Dwelling Houses (or houses which are not more than five years old) of not less than one thousand (1,000) square feet are permitted. These houses must have their tongues and axles removed, and be set on and permanently attached to permanent foundations. A Manufactured Dwelling House must be skirted with a 100% masonry skirting. Houses in this category must also have a front porch that has been approved by the Building Board. Minimum depth of the building setback lines from the roads fronting the tracts in Buckhorn Estates shall not be less than one hundred (100) feet and not less than fifty (50) feet from side tract lines and not less than fifty (50) feet from the back lines. For lots one (1) and seventy-two (72) the minimum depth of the building setback lines from the roads fronting the tracts in Buckhorn Estates shall not be less than seventy-five (75) feet and not less than fifty (50) feet from side tract lines and not less than fifty





(50) feet from the back lines. There can be no variations from this No. 6 paragraph unless said Buckhorn Estates Building Board prior to any such construction grants permission in writing.

7. Animals and Hunting. No feedlots shall be allowed and specifically no swine shall be permitted unless it is in connection with a school project, Future Farmers of America or 4-H Club project. Household pets should be maintained in a sanitary and quiet manner. Dogs must be contained within the owner's property. Livestock may be kept and maintained on said land in the greater numbers of two (2) animal units per total land owned or numbers not to exceed one (1) animal unit for each two acres for horses, cattle, sheep, or goats. No hunting of any type shall be allowed on property.

8. Sanitation and Sewerage. No outside toilets will be permitted and no installations of any kind of disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches, or water bodies. No septic tank or sewage disposal may be installed without prior approval of the Building Board and the proper governmental authorities All State, County, and municipal (if any) health and sanitation statutes, rules, ordinance, and regulation must be complied with at all times.

9. Trash and Garbage. No trash, garbage, construction debris, or other refuse may be dumped or disposed or allowed to remain upon any Tract, vacant or otherwise. No building material of any kind or character shall be placed upon the property until the owner is ready to commence improvement, and then such material shall be placed within the property lines of the Tract. No noxious or undesirable thing or use whatsoever shall be permitted on any tract. The Building Board shall determine noxiousness or undesirability and decision shall be conclusive on all parties.

10. Signs. No sign or advertising device may be displayed on any Tract except in the event of sales. There may be one for sale sign of no more than five (5) square feet. Well View Ltd., the Developer, is allowed larger signage.

11. Subdividing. No Tract, as that term is defined herein, may be re-subdivide by the purchaser or owner without the consent of the Developer in writing.

12. Separability of all Terms and Provisions. If any term or provision of this instrument, or the application thereof shall be held invalid all other terms and provisions of this instrument, or the application thereof shall not be affected thereby nor shall any failure of the Building Board to seek enforcement of any term or provision constitute a waiver of any rights to do so in the future or the validity or enforceability of such term or provision.

13. Enforcement. The Developer and every other person, firm, or corporation hereinafter having any right, title, or interest in any Tract or parcel of land in this subdivision shall have the right to prevent the violation of any said restriction by injunction or other lawful procedure and to recover any damages resulting from such a violation. Damages for the purpose of this paragraph shall include court cost and necessary attorney fees.

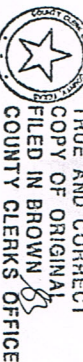
14. Interpretation. The right is expressly reserved to the Developer and its successors and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions but such right shall be without prejudice to the rights of enforcement prescribed in paragraph 13 above.

15. Abatement and Removal Violation. Violation of any restriction or condition or breach of any covenant herein contained gives the Building Board or its agents, in addition to other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Purchaser or Owner, and said agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, and removal

16. Road Maintenance. Purchaser hereby authorizes Developer and/or Assigns to improve and maintain roads used for access to the above referenced property and other property in Buckhorn Estates Subdivision. And to charge each property owner a fee of \$20.00 per acre, per year not to exceed \$75.00 per year. Such charge shall not be assessed against Developer or Developer's Assigns. Such charge shall be made by direct billing to the property owner. If Purchaser refuses to make said payments, Purchaser hereby authorizes Developer, at Developer's option, to deduct such charge from payments made by Purchaser, and any such charge so deducted shall not be credited to the payment on the balance due on said purchase price, principle or interest. It is understood and agreed that this road maintenance charge (if not paid within 60 days of the billing date shall become a lien against the tract being conveyed, permitting Developer and/or Assigns such rights to enforce said lien as may set forth in Sec. 51.002 of the Texas Property Code, as amended time to time. It is the intent of the Developer to convey the paved roads of Buckhorn Estates to Brown County.

17. Property Owners Association. At such time the Developer may determine at his sole determination, Developer shall have the Authority to notify each tract owner of the time, date and location of a meeting of all property owners to be held for the purpose of organizing a Property Owner's Association. A majority of the votes of the tract owners in attendance at such meetings or by written proxy shall be sufficient to transact business at such meeting. Each tract owner, including developer, attending or represented by written proxy at such meetings shall have one vote for each tract owned by such owner on all business to come before the meeting. Upon the creation and organization of such organization, as a non-profit corporation, or otherwise, developer shall transfer and assign to the association the current balance of the road improvement and maintenance, if any. Thereafter such association shall have the power, authority and obligation to maintain and improve roadways of the development and collect the road maintenance assessment. All such assessments upon any tract shall become the personal obligation of the owner of each tract and such association is hereby granted a lien upon each lot to secure the payments of such assessments, permitting said association such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended from time to time.

Perpetual easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. These easements are for all tracts in this development for the installation and maintenance of poles, wires, downguys, and fixtures for electric lines and telephone lines; and to trim any tree which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right of ingress and egress from said premises to employees of the utilities owning said lines. Said easements are to also extend along any owners side and rear property lines with fractional tracts.



It is understood and agreed that it shall not be considered a violation of the provisions of this easement if the wires or cables carried by such poles passes lines over some portion of said tracts not within the 15 foot wide strip as long as such lines do not prevent the construction of building any tracts in this development.

The above restriction, covenants and conditions shall be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative by said Building Board or any person who may purchase or own any tract or parcel of land situated in Buckhorn Estates.

No deviation of any kind shall be permitted from these restrictions and protective covenants unless the Building Board grants permission in writing

Witnessed my hand this the 23<sup>rd</sup> day of May, 2002.

Michael A. Krause  
Well View, LTD by  
Michael A. Krause, Partner

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF BROWN

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office, found in VOL. 1437, PAGE 146, THRU 148, REAL PROPERTY

I hereby certified on 22 November 2002



MARGARET WOOD, COUNTY CLERK  
BROWN COUNTY, TEXAS

BY George Bradley DEPUTY  
GEORGE BRADLEY