

**RESTRICTIONS GOVERNING THE USE OF AND  
CONSTRUCTION OF IMPROVEMENTS  
BIG SHADES**

STATE OF TEXAS  
COUNTY OF UVALDE

WHEREAS G & R Land Co., being the owner hereinafter called "Developer" is the record owner of all of the lots, tracts and parcels of land shown upon that certain map or plat of a subdivision known and designated as BIG SHADES, a subdivision in Uvalde, County, Texas according to the map or plat of such subdivision filed for record in the office of the County Clerk of Uvalde County, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2003, and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Plat Records of Uvalde County, Texas, reference to which map or plat and the said record thereof being hereby made for all purposes.

NOW, THEREFORE, that DEVELOPER, does hereby dedicate said property in accordance with the dedication appearing upon said map and agree that the land shown to be subdivided into numbered tracts according to said map is held and shall hereafter be conveyed subject to the covenants, stipulations and restrictions, as hereinafter set forth.

For the purpose of creating and carrying out a uniform plan for sale and improvement of said subdivision, as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted, and shall be made a part by appropriate reference to this instrument, of each and every contract, deed and lease by Developer covering the numbered tracts as shown on said map, and same shall be considered a part of each such contract, deed and lease, as though fully incorporated therein.

And the restrictions hereinafter set forth, except as herein otherwise provided, shall be and are hereby imposed upon each numbered tract in said subdivision, on said map and as referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall insure to the benefit of Uvalde County, Texas and of Developer, its successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each party, by virtue of accepting a contract, deed or lease covering said property, shall be subject to and bound by the following restrictions, covenants and conditions as hereinafter set forth.

1. In these restrictions, the following words shall have the following meanings:
  - a. Developer - G. & R. Land Co.
  - b. Tracts - Each of the numbered tracts according to the map or plat of the Big Shades heretofore referred to.
  - c. Owner - The person vested with the legal title to a tract or contract purchaser.
  - d. By-Laws - The By-Laws of Big Shades may be amended from time to time by proper actions of its Landowners.
2. None of said tracts or improvements erected thereon, other than lots 1,2,3,4,5,6,7,8,9,10,11, shall be used for any commercial purposes, except that private residences may be rented or leased to single families from time to time as the Owner may determine and professional services of a purely personal nature may be rendered which does not attribute to the property's appearance of any commercial use thereof.
3. No tent, lean-to, shack or other temporary structure of any character shall be constructed or maintained on any of said tracts. No building or structure shall be erected, constructed, maintained or permitted on any tract other than a single family residence and private garage, garden house, guest cottage, or other structures of permanent construction designed and constructed as appurtenant to the use and enjoyment of such primary residence building, and provided specifically that no unpainted sheet iron, sheet aluminum or sheet fiberglass structure shall be placed on any of said tracts.

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4. No building or other structure, except a small building adequate enough to enclose a water pump and tanks, shall be erected or altered on any tract nearer than fifteen (15) feet from any property line.
5. No Commercial Hog Farms.
6. No firearms, will be permitted to be discharged on any of the tracts.
7. No outside toilets will be permitted, and no installation of any kind of disposal of sewage shall be allowed which would result, in raw or untreated sewage being carried into water bodies. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements for such systems as recommended by the State Health Department.
8. No tract in this subdivision shall be further subdivided into smaller tracts or lots, except that part of a tract may be purchased by owners of tracts adjoining on either side of the tract to be so sold.
9. All of the restrictions and covenants herein set forth shall continue and be binding upon Developer, it successors and/or assigns, and upon the purchasers of said tracts for a period of twenty – five (25) years from the date this instrument is filed for record in the office of the County Clerk of Uvalde County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, that the owners of the legal title to seventy-five percent (75%) of the tracts as shown by the records of Uvalde County, Texas may release all of the tracts hereby restricted from any one or more of said restrictions and covenants, and may release any track shown on said plat from any restrictions or covenant at the end of the first twenty-five (25) year period and thereafter by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of such instruments.
10. The terms and provisions hereof shall be binding upon Developer, it successors and/or assigns, and all persons claiming by, through, or under it, and all subsequent purchasers or owners of property in said subdivision each of whom shall be obligated and bound to observe the same in respect to breaches committed during his or their ownership of said property.
11. The waiver of invalidation of anyone or more of these restrictions, covenants, or conditions by judgment, court orders or otherwise, shall in no way constitute a waiver of or invalidate any other restriction, covenant or condition, but all such other restrictions covenants and conditions shall continue to remain in full force and effect.
12. If the parties hereto, or any of them, or their heirs, representatives, successors and/or assigns, shall violate or attempt to violate any of the provisions of these restrictions, it shall be lawful for any other person or persons owning any real property situated in the subdivision to prosecute any proceedings at law or in equity against the person or persons so violation or attempting to violate any of said mutual protective restrictions, and either to prevent him or them from so doing or to recover damages for such violation.
13. The Developer retains an easement ten (10) feet wide along the perimeter of the lot to be used for purposes of utilities. More fully described on the plat.
14. Uvalde County is perpetually relieved of any road maintenance duties.
15. Culverts for access roads shall be provided by buyer.
16. Mobile homes are not permitted.
17. The roads shall be maintained by the Developer until Seventy-Five Percent (75%) of the tracts are sold.

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18. Fences or gates across road easements are not permitted except across the subdivision entrance.
19. No inoperative or junk vehicles including Motor Vehicles, All Terrain vehicles, Go Carts and Boats shall be permitted to remain on any tract longer than sixty (60) days after the vehicle becomes inoperative.

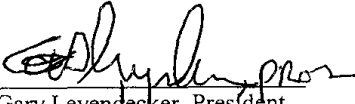
The right is expressly reserved to Uvalde County, Texas, and to the Developer, and its successors and/or assigns to interpret and enforce any and all conditions, limitations and restrictions contained in these restrictions, but such right shall be without prejudice or the right of any owner of property in said subdivision to enforce the same.

Violation of any restriction or condition or breach of any covenant herein contained shall give the Developer, or its agents, in addition to all other remedies, the right to enter upon the land, upon or as to which violation or breach exists, and similarly to abate and remove, at the expense of the owner or contract purchaser thereof, any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Developer or its agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Forbearance by any of the parties entitled to take advantage of any breach of said conditions or restrictions shall not constitute or be construed as a waiver of their rights by reason of such or any subsequent breach or default.

Executed this 25, day of May, 2003

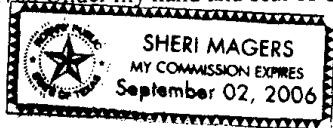
G. & R. Land Co.

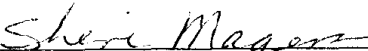
  
By: Gary Leyendecker, President

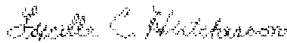
THE STATE OF TEXAS  
COUNTY OF Uvalde

BEFORE ME, Sheri Magers, a Notary Public, in and for said County and State, on this day personally appeared Gary Leyendecker, as President of G. & R. Land Co., known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given Under my hand and seal of Office, this 25, day of May, 2003



  
NOTARY PUBLIC, STATE OF TEXAS  
FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

  
2003 JUL 21 01:18 PM 2003002587  
WELCH \$13.00  
Lucille C. Hutcherson, CO CLERK  
UVALDE COUNTY, TEXAS

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