

COVENANTS AND RESTRICTIONS

BETTYE GENE NELSON fka BETTYE GENE COCHRAN (hereafter called "Owner"), the Owner of the land described in Exhibit "A" attached hereto and incorporated herein by reference situated in Randall County, Texas, in consideration of the benefits to accrue to Owner and to subsequent Owners thereof, creates, imposes and impresses in and upon all of the land shown by Exhibit "A" the following covenants and restrictions which run with the land and shall be binding upon the undersigned, her successors and assigns and all persons claiming under her, to-wit:

1. All tracts or lots, shall be used for single family residential purposes and related agricultural purposes.
2. No trailer house, mobile homes or pre-built residences of any kind shall be moved onto or placed on any of the said premises. Travel trailers and recreational vehicles shall be permitted on the premises but shall not be occupied as a residence in any instance other than temporary guest quarters for not more than 1 week after the primary residence is constructed.
3. No structure, tent, trailer, mobile home, pre-built or other building, barn, or shelter shall be constructed or placed on any tract and used as a residence or occupied prior to the erection and completion of the main residential dwelling thereon.
4. New pre-built out buildings such as "Morgan" storage sheds and barns and other pre-built buildings for non-residential purposes shall be permitted on the lots or tracts.
5. No open cesspools, outside toilets or privies shall ever be permitted to be erected, constructed or maintained upon any tract on the premises. Metal, concrete or manufactured tanks of a minimum of 500 gallons with adequate subterranean field tile shall be installed for servicing each residence constructed on the tract. The construction thereof shall be in such a manner that no harm or damage shall occur to the underground water.
6. There shall be no industrial or commercial use of the property, including, without limitation, retail sales or repair shops.
7. No noxious or offensive activities shall be carried on upon any tract nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the adjoining neighbors.
8. No swine, except show pigs, may be kept upon any tract at any time for any reason. Owners shall be permitted to keep other livestock, pets and animals on the premises so long as they do not unreasonably over graze the premises and become an annoyance or nuisance to the neighborhood. No commercial dog kennels or commercial riding stables shall be permitted on such premises.

9. All pets, including dogs, shall be confined on the premises of the property Owners either by enclosure fences or on a leash. No dogs or other pets shall be permitted to run free and off of the premises of the Owner unless under the control of the Owner by leash or otherwise.
10. No obstruction, diversion, bridging or confining of the surface water shall be made on any tract in such a manner as to cause damage to other tracts.
11. No rubbish, junk, salvage or debris of any kind or character shall ever be placed or permitted to accumulate upon such tract or tracts so as to render said premises unsanitary, unsightly, offensive or detrimental to other tracts on the premises. No junk cars or motor vehicles may be kept on any of the tracts.
12. Trash containers such as dumpsters must be located on the Owner's property and not on the county or state road right-of-way.
13. Developer, or Developer's successors and assigns, may impose additional restrictions and covenants on any lot or tract still owned by Developer, or any successor Developer as a covenant or deed restriction contained in the Deed or by supplement to these restrictions which additional restrictions and/or covenants shall apply to those lots still owned by Developer, or Developer's successor, but shall not be applicable to those lots previously sold by Developer, or any successor prior to the imposition of such new restrictions and/or covenants. However, such restrictions and/or covenants, when made, shall inure to the benefit of all of the lot Owners in the subdivision, with each and every lot Owner being entitled to enforce such restrictions and/or covenants. Such additional restrictions or covenants shall in no way reduce or degrade the restrictions and covenants contained herein.
14. These Restrictions and Covenants shall run with the land and are binding and effective until January 1, 2028, after which time said restrictions and covenants shall be automatically extended for successive 10 year periods unless and until terminated or changed by recorded vote of the majority of the then land owners of the premises described in Exhibit "A".
15. Invalidation of one or more of the Restrictions or Covenants shall not affect the other provision herein which shall remain in force and effect.

Dated Sept. 19, 2018.

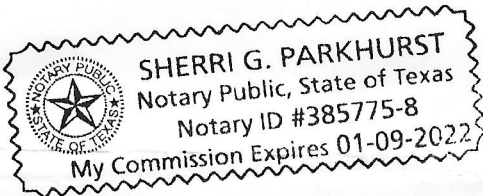

BETTYE GENE NELSON

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF RANDALL §

This instrument was acknowledged before me on the 19th day of September, 2018, by
BETTYE GENE NELSON.



Sherri G. Parkhurst
Notary Public, State of Texas

My Commission Expires: 1/9/22

AFTER RECORDING RETURN TO:
Hester, McGlasson & Cox
1507 Fourth Avenue
Canyon, Texas 79015

PREPARED IN THE LAW OFFICE OF:
HESTER, McGLASSON & COX
1507 Fourth Avenue
Canyon, Texas 79015

EXHIBIT "A"

DESCRIPTION

A 10.00 acre tract of land out of a 92.344 acre tract of land, according to that certain Warranty Deed recorded under Clerk's File No. 04 14235 of the Official Public Records of Randall County, situated in Section 9, Block B-5, H. & G. N. RR. Co. Survey, Randall County, Texas, and said 10.00 acre tract of land being described by metes and bounds as follows:

Commencing at a 5/8 inch iron rod, found at the southwest corner of said Section 9, from whence a 1 1/2 inch iron pipe, found at the northwest corner of said Section 9 bears N. 00°29'30" E., 5311.40 feet;

Thence S. 89°29'38" E., 1404.84 feet along the south line of said Section 9 to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set at the southwest and **BEGINNING CORNER** of this tract of land;

Thence N. 00°43'53" E., at 35.00 feet pass a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set in reference, continuing for a total distance of 2546.92 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set at the northwest corner of this tract of land, from whence a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set at the northwest corner of said 92.344 acre tract of land bears N. 89°14'03" W., 1415.52 feet;

Thence S. 89°14'03" E., 171.06 feet along the north line of said 92.344 acre tract of land to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set at the northeast corner of this tract of land, from whence a 5/8 inch iron rod, found at the northwest corner of a 28.571 acre tract of land, according to that certain Contract of Sale and Purchase recorded in Volume 1332, Page 440 of the Deed Records of Randall County, Texas, bears N. 00°43'53" E., 94.62 feet;

Thence S. 00°43'53" W., along the west line of said 28.571 acre tract of land, at 2511.14 feet pass a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set in reference, continuing for a total distance of 2546.14 feet to the southwest corner of said 28.571 acre tract of land, same being the southeast corner of this tract of land, from whence a 5/8 inch iron rod, found bears S. 00°43'53" W., 0.18 feet, and from whence a 5/8 inch iron rod, found at the southeast corner of said Section 9 bears S. 89°29'38" E., 3800.20 feet;

Thence N. 89°29'38" W., 171.06 feet along the south line of said Section 9 to the **POINT OF BEGINNING**.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Renee Calhoun

2018016780

09/21/2018 11:34 AM

Fee: 28.00

Renee Calhoun, County Clerk
Randall County, Texas

REST