

COVENANTS and RESTRICTIONS
ALPINE COUNTRY CLUB ESTATES
PHASE I

THE STATE OF TEXAS *
COUNTY OF BREWSTER *

KNOW ALL MEN BY THESE PRESENTS

That, Sunland Development, Ltd., owner of Alpine Country Club Estates, a subdivision of 70.474 acres out of the Northwesternly part of Survey No. 99, Block 9, G. H. & S. A. Ry. Co., Original Grantee, Abstract 4002, Brewster County, Texas, out of 597.40 acres described in Warranty Deed from Beulah V. Kokernot, feme sole and Independent Executrix, to Sunland Development, Ltd., and recorded in Volume 250, Pages 291 et seq. of the Deed Records of Brewster County, Texas, as the same appears in Plat Envelope No. 206 on file in the Office of the County Clerk of Brewster County, Texas, do hereby impress all of the property included in such subdivision, consisting of Fifty-four (54) lots. It is the desire of the Alpine Country Club Estates to establish a uniform plan for the development, improvement, and sale of the property and to insure the preservation of such uniform plan for the benefit of Sunland Development, Ltd., as well as future owners of the property.

RESTRICTIONS, COVENANTS AND CONDITIONS

1. Purpose and Extent of Reservations, Restrictions, Covenants, Conditions and Easements. These reservations, restrictions, covenants, conditions and easements as set forth herein are established for the purpose set forth above and are for the benefit of Sunland Development, Ltd., its successors and assigns. Said reservations, restrictions, covenants, conditions and easements running with the land and binding upon Sunland Development, Ltd., its successors and assigns, and any Grantee, and his (or her or its or their) heirs, successors, executors, administrators, and assigns as provided herein, including without limitation any subsequent owner of the Real Property conveyed hereunder.

2. Definitions. Construing these provisions, the following words shall have the following meanings :

(a) "Grantor" shall mean and refer to Sunland Development, Ltd., its successors and assigns.

(b) "Grantee" shall mean and refer to the Grantee hereunder, and said Grantee's heirs, successors, executors, administrators, and assigns, including, without limitation, any subsequent owner of the real property conveyed hereunder.

(c) "Common Areas" shall mean : (1) all existing roads on the "Real Property" as hereinafter defined, whether or not formally dedicated to public use; (2) any easements reserved herein; (3) any roads or easements subsequently and expressly created or reserved by Grantor in deeds to any subsequent Grantee; (4) the implied easement of ingress and egress of any subsequent Grantee; and (5) any other real property owned by any Grantor which shall be hereafter dedicated for public use or as common areas. Provided, however, that nothing contained herein shall permit the creation of "Common Areas" as defined by subparagraphs (3) through (5) inclusive, on any of the Real Property as hereinafter defined without the expressed written consent of Grantor or its successors or assigns.

(d) "Real Property" shall mean and refer to any lot, tract, or parcel of land conveyed hereunder.

(e) "Owner" shall mean and refer to the Grantee or person or persons, entity or entities, who either own of record fee simple title to any real property, or have entered as an original party, successor or assign, into a contract of purchase and sale for any real property with Grantor; the term "Owner" shall exclude any person or persons, entity or entities having an interest in any real property merely as security for the performance of an obligation, unless said security interest shall be foreclosed on and said person or entity shall become the record owner of the real property thereby.

(f) "Residence" shall mean and refer to a permanent structure erected on a lot for use as a single family dwelling.

3. Applicability of Restrictions. The reservations, restrictions, covenants, conditions and easements contained herein shall apply only to the Real Property covered hereby.

4. Dedication of Common Areas. Any streets, roads and other common areas as defined herein, and described in this deed are dedicated to the use of Grantor and persons purchasing other real property from Grantor. Any utility easements described in this deed are dedicated subject to the reservations hereinafter set forth.

5. Duration of Restrictions. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision, whether by descent, devise, purchase or otherwise, and any person by the acceptance of the title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of twenty-five (25) years from the date hereof; and at the end of such twenty-five year period, said restrictions and covenants shall automatically be extended for a successive period of ten (10) years unless by a vote of a three-fourths majority of the then owners of the lots in said subdivision (each lot owner being entitled to one vote), taken prior to the expiration of said twenty-five year period and filed of record in Brewster County, it's agreement to amend or release the same.

6. Enforcement of Restrictions. If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for any person or persons owning any lot in said subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction and covenant, either to prevent that person from so doing or to correct such violation, or to recover damages or other relief for such violation. Any person or persons who may be required to file suit to enforce the restrictions and covenants set forth herein shall be entitled to recover all costs and attorney's fees incurred in such litigation. Invalidation of any one or any part of these restrictions and covenants by judgement or court order shall in no way affect any of the other provisions or parts of provisions which shall remain in full force and effect.

7. Land Use and Building Type. The property shall be used for residential purposes only, and only one detached single family dwelling having a minimum living area of 1,600 square feet, exclusive of garages, porches or patios, shall be constructed on any one lot. Accessory buildings such as garages, housekeeper's quarters, guest cottage, or storage buildings shall be allowed, provided the same conforms to the same style and architecture as the residence and does not exceed thirty (30) percent of the size of the residence. Garages for vehicles shall not open to the dedicated streets, and shall not be constructed for less than two (2) vehicles. No Carports shall be erected or placed in front of the main residence. Fences of up to eight (8) feet in height shall be allowed provided the same are in harmony with the primary residence. No improvements of any kind shall be constructed within twenty-five (25) feet from the front property line. All buildings and structures constructed on the Real Property shall be new construction and architecturally in harmony with the primary residential buildings. No commercial activity shall be conducted on or from any of said lots, except that a lot owner may from time to time rent his home to another for residential purposes. Use for commercial or church buildings is specifically prohibited, except for temporary sales office for use by the developer and or developers sales agent.

8. Construction of Buildings and Other Structures. All buildings and structures on the Real Property shall be architecturally in harmony with the primary residential buildings. No tent, house trailer, mobile home single or double wide, or other temporary structure of any character may be placed, constructed or maintained on any of said Real Property either temporarily or permanently. No unpainted sheet metal or fiberglass buildings shall be placed on the property. It is further provided that in any said construction no asbestos siding or other construction material having a useful life of less than twenty-five (25) years shall be utilized in the construction of any improvements on the Real Property. Any move-in or semi-finished buildings or modular homes that might be approved by the "Architectural Control Committee" must have a brick veneer, rock veneer, adobe brick veneer or permanent stucco siding on all exterior walls. Approval by said committee prior to placing said structure on any lot must be granted, and all construction commenced on the site shall be completed within eighteen (18) months from date of commencement. In conjunction with the occupancy of a family dwelling, it shall not be considered a violation of these restrictions to park an unoccupied recreational vehicle behind the main residence of the property.

9. Architectural Control Committee. The Grantor, or his duly appointed attorney-in-fact, shall designate and appoint an "Architectural Control Committee" consisting of not less than three (3) qualified persons, one of which must be a property owner, in which Committee shall serve at the pleasure of the Grantor. No building, including any residence, wall, fence or other structure shall be commenced, erected, or maintained upon the property herein conveyed, nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by the "Architectural Control Committee" as to the harmony of external design and location in relation to surrounding structures and topography. In the event that any plans or specifications are submitted to the "Architectural Control Committee" as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of forty-five (45) days following such submission approval by the Committee shall be deemed to have been made.

10. Right to Maintain Certain Farm or Ranch Animals. No pigs, swines, cattle, horses, goats, sheep, or any other type of offensive farm or ranch animals shall be allowed on the property. Any animal that is allowed to remain outside the residence shall be fenced and shall not be allowed to run at large. Any animal that is loud or offensive to others shall either be retained inside the residence or removed from the premises. No restrictions herein shall be construed to prevent the maintaining of cats, dogs, or other domesticated animals in reasonable numbers normally connected with a family residence if said animals are confined to the property of the owners, no more than four (4) adult animals per lot shall be allowed.

11. Hunting Use No hunting or use of firearms shall be permitted on any of the property in the subdivision, including dedicated street.

12. Water Use All residences shall be connected with any and all utilities that are available at the premises. No outdoor toilets shall be allowed. The owner of each lot shall have the right to drill one (1) water well that produces water on such lot, for domestic use only. Any pump or pressure tank shall be housed or covered by construction to conform to the rest of improvements on said lot.

13. Subdivision of Tracts or Lots. No tract or lot shall be subdivided into smaller lots of tracts.

14. Trash and Garbage. No trash, garbage, construction and debris or other refuse may be dumped or disposed of or allowed to remain upon any part of the Real Property, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the Real Property until Grantee is ready to commence improvements, and then such materials shall be placed within the property lines of the property. No noxious or undesirable things or use whatsoever shall be permitted on any Real Property. Any and all trash and/or garbage shall be kept in sealed containers and in sanitary conditions.

15. Signs. No sign or advertising devise may be displayed on the Real Property except in the event of sale. There may be one (1) "FOR SALE" sign containing no more than five (5) square feet in area displayed on the Real Property at any one time. The Grantor and his agent is excepted from this restriction.

16. Water Pressure. There may be requirements by the Grantor's engineer that certain upper elevation lots or tracts, be required to have a pressure tank for adequate water pressure. In the event Grantee buys one of the said lots or tracts, Grantee shall be responsible for installing a pressure tank for water, a minimum of 100 gallons, the same to be installed on the inside of the lot owners's improvements, and never exposed to the elements.

17. Lighting Restrictions. General outside lighting used in connection with the occupancy of the residence required for safety and security shall be kept at a minimum. No florescent or neon lights shall be used to illuminate the outside areas with the exception of temporary nighttime lighting use in connection with sport events and facilities, such as tennis courts. There shall be no excessive lights.

18. Orchards. Notwithstanding anything to the contrary contained herein the operation or development of an orchard or garden shall not be considered to be a commercial use as defined in the restrictions.

19. Tower Restrictions. There shall be no towers or antennas above the height of ten (10) feet without special permission from the "Architectural Control Committee".

WITNESS my hand at Alpine, Brewster County, Texas on this the _____ day of _____, A.D., 1988.

SUNLAND DEVELOPMENT LTD.

by _____
John L. Ferrell, General Partner

THE STATE OF TEXAS *

COUNTY OF BREWSTER *

Before me the undersigned authority, on this day personally appeared John L. Ferrell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the _____ day of _____ 1988.

Notary Public in and for the
State of Texas