

ADDITIONAL RESERVATIONS, RESTRICTIONS,
COVENANTS, CONDITIONS AND EASEMENTS

WHEREAS, KATHLEEN HOLLAND OLSEN, hereinafter called "Grantor", is conveying to Grantee all of the tracts and parcels of land referred to on Exhibit "A" of this General Warranty Deed and located in Brewster County, Texas; and

WHEREAS, Grantor desires to adopt, establish, promulgate and impress upon the land herein described the following reservations, restrictions, covenants, conditions and easements, as herein stated.

THEREFORE, the following shall be deemed a part of the terms and conditions of this General Warranty Deed.

I.

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 Grantor, her successors and assigns. Said reservations, restrictions, covenants, conditions and easements shall, as hereinafter provided, be construed as covenants running with the land and binding upon the Grantor, her successors and assigns, and 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 KATHLEEN HOLLAND OLSEN, her 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 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 express written consent of Grantee or his successors or assigns.

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

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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 person or entity shall become the record owner of the real property thereby.

F. "Residence" shall mean and refer to 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 conveyed herein.

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, the public and persons purchasing other real property from Grantor. Any utility easements described in this deed are dedicated subject to the reservations hereinafter set forth. These common areas are dedicated to public use, irrespective of whether record title to any said properties may be encompassed in the deed to or contract for deed with any Grantee of Real Property.

5. Reservation of Easements. There is hereby reserved by Grantor a utility easement around the entire boundary of the Real Property, said reservation being for the benefit of any public utility operating in Brewster County, Texas, as well as for the benefit of the Grantor and subsequent Grantees of Real Property from Grantor, to permit or allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, television cable lines, gas, water, sanitary sewers, storm sewers, and other utility or service which the Grantor may find necessary or proper to provide to any Grantee. This easement shall be not less than thirty feet (30') in width, and shall extend fifteen feet (15') on either side of the boundary of the Real Property. Nothing contained herein shall be construed as imposing upon Grantor an obligation to provide any such utilities or services. Furthermore, the right to sell, lease or otherwise negotiate as to such lines, utilities, or other facilities for the providing of services by any municipality, governmental agency, or other public service corporation is hereby expressly reserved to Grantor.

6. Duration of Restrictions. The provisions hereof, including the reservations, restrictions, covenants, conditions and easements herein set forth shall run with the land and shall be binding upon the Grantee, his successors and assigns, all persons or parties claiming under him or them for a period of fifty (50) years from the date hereof, at which time all assessed provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of fifty (50) years or ten (10) years, the Grantor and Grantee (or successors and assigns of each) shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such period be the aforesaid fifty (50) year period or any successive ten (10) year period thereafter.

7. Enforcement of Restrictions. In the event of any violations, or attempted violation, of any of the provisions hereof, including any of the reservations, restrictions, covenants, conditions and easements herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to granting of such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by of the violation of such provisions. Grantee (its, hers, his or their successors and assigns) hereby consents to the aforementioned remedies provided to Grantor (her successors or assigns). It shall be lawful for the Grantor or any other

Grantee from Grantor of other real property who shall have been expressly designated as a third party beneficiary of the terms and conditions hereof, to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate, any of such provisions. Nothing contained herein shall be construed to obligate Grantor, her successors and assigns, to enforce the reservations, restrictions, covenants, conditions and easements.

8. Partial Invalidity of Restrictions. In the event that any portion of the provisions herein shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provisions hereof which were not thereby held invalid; and such other provisions, including restrictions, reservations, covenants, conditions and easements shall remain in full force and effect, binding in accordance with their terms.

9. Effect of Violation on Mortgagees. No violation of the provisions herein contained, or any portion thereof, shall affect, or otherwise impair the lien of any mortgage or deed of trust presently or hereafter placed of record with respect to the property or otherwise affect the rights of the mortgage under such mortgage or deed of trust; any such mortgage, lien or deed of trust, may nevertheless be enforced in accordance with its terms and provisions.

II.

RESTRICTIONS AND COVENANTS

1. Noncommercial Use of Real Property. No part of the Real Property or the improvements erected thereon, shall be used for any purpose other than one private single family residence per owner or per tract in the event an owner shall subdivide in accordance with Paragraph Eleven (11) hereof, with the usual and customary accessory building such as, but not limited to garage, guest cottage, and servant's quarters. No part of the Real Property, or the improvements thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent an owner from rendering professional service, services of a purely personal nature, as long as such services do not attribute to the lot any appearance of a commercial or non-residential use. Commercial usage shall include the drilling of any well to secure water to be sold to other persons or the drilling of wells for production of other minerals. It is further recognized that the Real Property conveyed hereunder may be utilized for the keeping of horses, cows, or other animals associated with a farm or ranching operation, and it shall not be considered a violation of these restrictions for an owner to maintain buildings or other improvements with a view to housing or caring for said animals, and furthermore, not be construed as a commercial use of the Real Property. (Subject to Restriction "5")

2. Construction of Buildings and Other Structures. All buildings and structures on the Real Property shall be of new construction and architecturally in harmony with the primary residential buildings. No unpainted sheet metal or fibre glass structure shall be placed on any of the Real Property for use as an accessory building. No tent, house trailer, mobile home, or other temporary structure of any character may be placed, constructed or maintained on any of said Real Property except as temporarily ancillary to a construction project on said Real Property. 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 on the property. Nothing contained herein shall be construed as preventing the use and occupancy of a mobile home as a temporary residence of the Grantee while construction of a permanent residence is in progress, provided such use does not continue for a period longer than twelve (12) months. 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 improvement on the Real Property. The "Architectural Control Committee" shall not approve a residential structure which is constructed principally upon a site other than the property conveyed in this Deed. In addition, the "Architectural Control Committee" shall not approve mobile homes, double wide mobile homes, prefabricated homes or other similar type structures

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2. Architectural Control Committee. The Grantor, or her duly appointed attorney-in-fact, shall designate and appoint an "Architectural Control Committee" consisting of not less than three (3) qualified persons, two of which must be property owners, which Committee shall serve at the pleasure of the Grantor. No building, including any residence, fence, wall, 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, nor shall any landscaping of any lot or lots be undertaken, 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 sixty days following such submission, approval by the Committee shall not be required and full compliance with this article shall be deemed to have been made.

3. Buildings and Structures. In no event shall any residence be erected on any part of said Real Property having a living area of less than 1,200 square feet, exclusive of porches, garages or other appendages. All garages or car-ports constructed on any part of said Real Property shall have a capacity of not less than two (2) standard size automobiles.

4. Setback Requirements and Fencing. No building or other structure shall be erected within fifty feet (50') from the boundary or property lines of the Real Property. There shall be no restrictions on the Grantee's right to fence all or any part of his Real Property. Provided, however, that any such fencing shall be of a standard barb wire fence type (or better quality) normally utilized by farmers and ranchers in the area. Provided further, that any Grantee who shall elect not to fence his entire Real Property shall be deemed to permit normal egress and ingress across the Real Property by Grantor and other Grantees from Grantor solely for the purpose of passing across or over the lot involved. This right of ingress and egress by Grantor and other Grantees from Grantor shall be deemed an easement reserved by Grantor for the benefit of such other Grantees. This right of ingress and egress shall also permit any farm or ranch animals of Grantor and other Grantees from Grantor to enter upon the property. Grantee shall have the right or option to eliminate this easement by the act of fencing all or any portion of his Real Property, but only to the extent that such fencing is maintained or continued.

5. Right to Maintain Certain Farm or Ranch Animals. It is expressly understood and agreed that the Real Property may be utilized in a manner suitable to a farm or ranch property, and in that regard, it is expressly contemplated that the Grantee may maintain cows, horses, or other animals normally connected with a farm or ranching operation. Any such horse or cow maintained tract shall be subject to a duty of confinement by fencing by the owner, such as to prevent any trespass upon the property of an adjacent owner. The Grantee agrees to be responsible for any damage done by any cow, horse, or other domestic animal maintained by him. Furthermore, the ownership of any such animals shall be subject to the owner maintaining sanitary conditions with respect to the property. 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.

6. Hunting Restrictions. There shall not be permitted on any Real property or adjacent land any hunting. Any discharging of firearms shall be at times and under such circumstances as to not constitute a threat to the safety of any person or animal or constitute a nuisance to any adjacent land owner. The control of any and all wildlife, including permits for hunting and dealings with the Texas Parks and Wildlife Commission shall be the exclusive prerogative of Grantor.

7. Trash and Garbage. No trash, garbage, construction 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 the 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.

8. Sanitation and Sewage. No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, subsurface, alleys, ditches, or water bodies. Any septic tank or sewage disposal system shall meet all standards of any federal, state, county, or municipal regulatory authority entitled by law to approve, regulate, or supervise same, and the latter shall be the sole responsibility of Grantee. All federal, state, county, and municipal (if any) health and sanitation statutes, rules, ordinances or regulations must be complied with at all times. An open or closed cesspool shall not be permitted.

9. Water Wells. Grantee shall have the right to drill and establish water wells for personal and domestic consumption in connection with ownership of the Real Property. Any water well shall meet the approval of any federal, state, county, or municipal regulatory authority entitled by law to approve, regulate, or supervise same, and the latter shall be the sole responsibility of Grantee. Grantor reserves the right to approve the location of any and all water wells established by Grantee. Nothing contained herein shall be construed as constituting a representation or warranty by Grantor that water is available on any Real Property.

10. Signs. No sign or advertising device 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 square feet in area displayed on the Real Property at any one time.

11. Subdividing. The Real Property, as that term is defined herein, may not be, except as hereinafter provided, resubdivided by the Grantee. Grantee, if purchasing in excess of ten (10) acres, shall have the right to subdivide said property into tracts not less than five (5) acres in size.

12. Maintenance of Roads. Grantor shall be under no obligation to maintain the roads or easements for the purpose of ingress and egress. Grantor will utilize her best efforts to obtain an agreement from Brewster County or any utility company to maintain such roads and easements. Grantee acknowledges and recognizes that a portion of the Real Property may underly the roads and easements retained in connection herewith if any, and does hereby acknowledge that such road easement exists over and upon the Real Property.

13. Restrictions on Interruption of Natural Drainage. Grantee shall not be permitted to erect any improvements or make any alterations in the natural terrain of the property so as to cause an impounding of water or otherwise alter the natural flow of water upon the property. In addition, Grantee shall not be permitted to alter the character of the soil, vegetation, or otherwise, so as to alter, change or impede the natural drainage of water on or about or across the property. Nothing contained herein shall be construed as preventing Grantee from diverting water from its natural flow in order to prevent damage to their realty or improvements thereon, subject, however, to the liability hereinafter set forth. No impounding or diverting of water for the creation of lakes, ponds, or tanks, or other bodies of water shall be permitted. Grantee, if in violation of this covenant, shall be liable to any other Grantee from Grantor whose property shall be damaged thereby.

14. Easement for the Purpose of Ingress and Egress. Grantor does hereby acknowledge the implied easement for the purpose of ingress and egress for the benefit of Grantees herein. The location of said easement shall be in a westerly direction from Texas farm to market road number 1703 over land now owned by the Grantor. The Grantor may relocate the existing easement but said new location shall be substantially the same easement which now exists.

15. Lighting Restriction. General outside lighting used in the connection with the occupancy of a residence shall be kept at a minimum required for safety and security. However, no vapor lamps, sodium vapor lamps, mercury vapor lamps, security lights

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sentry lights or other lights designed for that purpose or adapted for that purpose shall be allowed on the property. These lights specifically prohibited are those which are generally designed to illuminate the area in which they are located through most of the nighttime hours. No fluorescent or neon lights shall be used to illuminate the outside areas with the exception of temporary nighttime lighting for use in connection with sport events and facilities, such as riding arenas and tennis courts.

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

Grantor reserves and excepts from the property conveyed unto Grantor, her successors, heirs, or assigns, as an appurtenance to any land Grantor now owns adjacent to the land conveyed, however, a 30 foot wide easement and right of way over the existing road shown as shown on the plat attached hereto as Exhibit "B", incorporated herein by reference. Said reservation of easement and right of way described herein includes the right to use, traverse, ingress and egress, the right to install pipelines or utilities of any kind or nature whatsoever, and the right to maintain and repair the road or any utilities subsequently installed along the easement as provided herein. This reservation does not impose any duty on Grantor, her successors, heirs or assigns, to maintain or repair the described easement.

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Official Records of
BREWSTER COUNTY
BERTA R. MARTINEZ
COUNTY CLERK

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