

COVENANTS AND RESTRICTIONS

LOS RANCHOS ESTATES

THE STATE OF TEXAS    Y  
                              Y  
COUNTY OF BREWSTER    Y

24190 KNOW ALL MEN BY THESE PRESENTS:

That we, BRUCE E. HACKETT and wife, HARRIOT E. HACKETT, owners of LOS RANCHOS ESTATES, a subdivision out of the Northeast corner of Section 98, Block 9, G.H. & S.A. Ry. Co., Original Grantee, Brewster County, Texas, as the same appears in Plat Envelope No. 187 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 twenty-six (26) lots, with the following covenants and restrictions:

1. No part of the real property, or the improvements thereon, shall be used for any purpose other than one single family residence on each lot, which residence shall have a minimum living area of 1,600 square feet, exclusive of garages, porches or patios. Accessory buildings such as garages, maid's quarters, guest cottage, or barns shall be allowed, provided the same conform to the same style and architecture as the residence. Garages for vehicles shall not open to the dedicated streets, and shall not be constructed for less than two (2) vehicles. Fences of up to eight (8) feet in heights shall be allowed provided the same are in harmony with the primary residence. No improvements of any kind shall be constructed within thirty (30) feet from the front property line.

2. The owner of each lot shall have the right to drill one (1) water well that produces water on such lot.

3. No hunting or use of firearms shall be permitted on any of the property in the subdivision, including dedicated streets.

4. No lot shall be subdivided into smaller lots or tracts.

5. No mobile home, single or double-wide, shall be permitted on the property, either temporarily or permanently. No unpainted sheet metal or fiberglass buildings shall be placed on the property, and all residences and other buildings shall be constructed entirely on the site. No move-in or semi-finished buildings or modular homes shall be permitted, and all construction commenced on the site shall be completed within eighteen (18) months from date of commencement.

6. No junk, shack, tent, railroad car, bus, inoperative car, or other noxious or offensive material may be placed on the property at any time.

7. No noxious or offensive activity shall be carried on upon any lot or the dedicated streets, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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8. Farm and/or domestic animals in reasonable numbers may be kept on the property; however, the same must be fenced with proper fencing, either a minimum of five-strand barbed wire or adobe. Pigs, swines, hogs, or any other type of offensive animal, are strictly prohibited, and are not to be included in the category of farm and/or domestic animals.

9. No trash, garbage, debris, or other refuse may be dumped or disposed of or allowed to remain upon any lot or the dedicated streets, whether the said property is vacant or otherwise. No building materials of any kind or character shall be placed or stored on the property until the owner is ready to commence construction of improvements, and the same shall be placed within a reasonable distance of the property lines. All trash and garbage shall be kept in sealed containers in a sanitary condition.

10. No signs or advertising devices shall be displayed on any lot. In the event of a sale of the property, one "For Sale" sign containing no more than five (5) square feet shall be permitted on each lot.

11. Until such time that the County of Brewster maintains the dedicated streets in the subdivision, beginning January 1, 1985, each lot shall be assessed a road maintenance fee of Fifty Dollars (\$50.00) annually. The same shall be payable to the Los Ranchos Estates Maintenance Fund, which shall be controlled and under the supervision of three (3) current property owners, voted on by all owners. Each lot shall be entitled to one (1) vote. If such dedicated streets are subsequently maintained by the County of Brewster, then in such event, the maintenance fees shall no longer be assessed.

12. Water, sewage and trash pick-up may not be available from the City of Alpine. In the event the same shall become available from the City of Alpine, each lot owner shall be responsible for securing such services. In the event the same, either one or all, shall not become available, the developer agrees to furnish the same and to comply with all existing laws of the State of Texas. Rates charged shall be the same for such services as those charged by the City of Alpine.

13. Each owner 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 owner's improvements, and never exposed to the elements.

14. 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 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 years unless by a vote of a three-fourths majority of the then owners of the lots in said subdivision (each lot being entitled to one vote), taken prior to the expiration of said twenty-five year period and filed of record in Brewster County, it is agreed to amend or release the same.

15. An easement shall be reserved against all lots in the subdivision for purposes of constructing and maintaining utilities, including but not limited to electricity, sewer, water and television cable.

16. 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 judgment or court order shall in no wise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

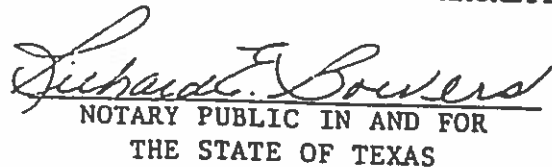
WITNESS our hands at Alpine, Brewster County, Texas, on this the 23rd day of January, A. D., 1984.

  
BRUCE E. HACKETT

  
HARRIOT E. HACKETT

THE STATE OF TEXAS |  
COUNTY OF BREWSTER |

This instrument was acknowledged before me on the 23rd day of January, A. D., 1984, by BRUCE E. HACKETT and wife, HARRIOT E. HACKETT.

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

RICHARD E. BOWERS, Notary Public  
in and for the State of Texas

My Commission expires June 30, 1984

