

THE STATE OF TEXAS
COUNTY OF DEAF SMITH

KNOW ALL MEN BY THESE PRESENTS:

That we, JAMES H. GENTRY and wife, KYLENE GENTRY, and KENNETH R. ROGERS and wife, LUCY ROGERS, being the owners of 72.86 acres of land out of the Northwest one-fourth of Section 68, Block K-3, in Deaf Smith County, Texas, being more particularly described by metes and bounds on the attached plat, to which reference is here made, and who are hereinafter referred to as grantors, do hereby make, declare and record the following reservations, conditions and covenants to be impressed upon said land, as follows:

I

This is subdivision property, divided into two units described as Unit No. 1 and Unit No. 2; Unit No. 1 being subdivided into lots and tracts as shown on the attached map, and Unit No. 2 to be subsequently platted and divided into lots and tracts. These restrictions, declarations, conditions and covenants herein expressed apply to Unit No. 1 and when Unit No. 2 is subsequently divided and platted into lots and tracts these same restrictions, conditions, declarations and covenants shall likewise apply to Unit No. 2, save and except only the requirements of area square footage for each residence to be constructed upon Unit No. 2, which said square foot requirement for each residence shall be subsequently set out in an additional restriction applying to said Unit No. 2.

II

Said subdivision shall hereafter be known as YUCCA HILLS NORTH, a Subdivision of a part of Section 68, Block K-3, Deaf Smith County,

Texas, and a conveyance of any tract of land will be sufficient when conveyed as Unit No. (1) or (2), as the case may be, of Yucca Hills North, a Subdivision of a part of Section 68, in Block K-3, Deaf Smith County, Texas.

III

Yucca Hills North Subdivision is subject to an undivided one-half of the oil, gas and other minerals which have heretofore been reserved from the property and is not now owned by the grantors herein, and any subsequent grantee or purchaser hereof shall take title to the tract of land so conveyed subject to such mineral reservations, as well as the restrictions, conditions and covenants herein impressed upon said property.

IV

This declaration is designed for the mutual benefit of all of the lots in said Yucca Hills North Subdivision and for the benefit of all of the owners thereof, and these declarations, restrictions, conditions and covenants shall run with the land and shall enure to and pass with each such lot and parcel of land, and shall apply to and be binding upon the respective successors in interest thereof and to continue for the length of time herein stated.

V

In order to insure and maintain high standards of architecture and construction, and in order to enhance the aesthetic properties and structural soundness of this subdivision, a committee shall be formed and constituted, consisting of three persons, all of whom shall be actual residential owners of a tract of land in Yucca Hills North, such committee to serve for a period of one year, the committee for the first year to be

selected by the grantors herein, and thereafter shall be selected by a majority vote of the resident owners of such subdivision. Each resident owner shall be entitled to one vote for each tract owned. Until the grantors have conveyed all lots in said subdivision they shall not be required to be an actual resident in order to vote. Husband and wife shall be considered as one owner. Should any member of the committee sell or dispose of his property in this subdivision, he shall automatically cease to be a member of the committee. Upon death, removal, resignation or disability of any member of the committee, such vacancy shall be filled by an appointment by the remaining members.

VI

No residence or other building permitted in said subdivision shall be constructed unless and until the owner thereof shall have obtained a certificate of approval of the plans and specifications of the residence and other buildings to be constructed, by a majority of the committee, and no person, firm or corporation shall be permitted to commence the construction of any residence or other building upon any lot in said subdivision until such approval of the plans and specifications shall have been obtained from a majority of the committee.

VII

The committee shall have the power to make reasonable rules and regulations in order to carry out their purposes.

VIII

Notwithstanding the other provisions herein contained, the committee, in its discretion, may grant exceptions or variations of the requirements of these restrictions only when such exceptions, variances or deviations do not in any way detract from the appearance of the premises or are not in any way detrimental to the other residences constructed in

said subdivision, and providing further that the minimum square foot requirement for residences and set back restrictions imposed upon each lot in the subdivision as herein stated, shall not be altered, changed or varied in any manner without the unanimous approval of all of the owners of property in this subdivision.

IX

MINIMUM BUILDING RESTRICTIONS

(1) All lots in this subdivision are hereby designated as single family residential lots for the following uses and regulations:

- (a) A one-family dwelling;
- (b) The necessary buildings and structures necessary to use use;
- (c) One professionally made sign of not to exceed one square foot in area, containing only the name and title or occupation of the occupant;
- (d) One professionally made unlighted sign not to exceed six square feet in area, advertising the premises for sale or rent;
- (e) Temporary sign not to exceed six square feet in area, giving the names of the contractors, engineers and architects during the construction period;
- (f) No person shall use any premises which are designed, arranged or intended to be occupied or used, for any purpose other than as residential property.

(2) No residence shall be constructed on Lots 12 to 21 which contains less than 1800 square feet in the living area, exclusive of porches and garages; and no residence shall be constructed on Lots 9, 10, 11, 22, 23, and 24 which contains less than 2100 square feet in the living area, exclusive of porches and garages; and no residence shall be constructed on the remainder of the lots in said subdivision (except Unit No. 2) which contains less than 2400 square feet in the living area, exclusive of porches and garages. Each residence must have an attached double garage or carport,

and each residence, including the garage or carport must be at least 80 feet in length facing the street.

(a) Garages or carports shall be attached to the main residence and shall face either to the side line or to the rear of the residence and shall never face toward the front of the street;

(b) All driveways shall be of concrete or asphalt construction;

(c) The main residence shall comply with the set back restrictions as shown on the plat of Yucca Hills North;

(d) No owner shall subdivide his lot or construct an additional residence thereon.

(3) No noxious or offensive activities shall be carried on on any lot in said subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(4) No poultry or other domesticated fowl shall ever be kept or maintained, providing that raising of wild fowl shall be permitted, but nor for commercial purposes. No sheep, goats or hogs shall ever be kept or maintained on said premises. Each owner may be permitted to keep and maintain horses or cows, limited to one horse or one cow per each one-fourth acre, provided that said animals shall be contained in an enclosed lot with a suitable fence, and which said lot and barn shall at all times be kept in a clean condition. Dogs and cats may be permitted, provided the same are not permitted to run at large. No vicious dogs shall be kept or maintained whether the same is confined or not.

(5) All residences constructed upon said property shall be of new construction. A residence or other building may be permitted to be moved upon said property, provided the plans and specifications have first been approved by the committee.

(6) Each owner will be required to install and maintain a yard light as may be designated and approved by the committee.

X

The grantors herein agree to furnish and install water distribution lines of sufficient quantity to serve each of the property owners for domestic use, but not for garden or orchard use, and shall install at the front property line of each tract a water meter, at the owner's expense, and shall be entitled to fix a minimum water rate, together with the accelerated charge over the minimum for use of water, and shall have the right to discontinue water services upon failure to pay the water bills as they become due. After all lots have been sold and conveyed by the grantors herein, said water works system shall belong to and become the property of the then owners of all of the property of Yucca Hills North, and such water distribution system shall be controlled by the committee hereinabove created.

XI

The grantors herein hereby agree to dedicate for the use and benefit of all of the owners of Yucca Hills North a tract of land within said subdivision to be used for recreational purposes. Each actual residential owner of Yucca Hills North will be entitled to a membership in a recreational club or facility. The control of the improvement of said recreational area shall be in the hands of the residential owners of lots in said subdivision and the committee herein referred to shall have full authority to make reasonable rules and regulations for the use of the facilities in such recreational area. No person shall be entitled to a membership in any club organized to operate said recreational facilities who is not an owner and a resident citizen of Yucca Hills North. The owners of Yucca Hills North, acting through their committee, shall be

entitled to fix the fees, assessments or other charges for the constructing of the facilities and the maintenance and use of the facilities in such recreational area, but it is specifically agreed that any assessment shall not be a lien on any property owned by any member but shall be a personal liability against such owner. The membership in any club so organized for the operation of the recreational area shall be transferred and assigned along with the title to the properties. The committee shall issue certificates of membership and shall have the right to provide for the number of guests each member may bring to the recreational area and other rules and regulations in the operation of any such facilities. Should any member refuse to pay the dues as fixed by the committee, he shall be denied the use of any recreational facilities.

XII

The grantors agree that within a reasonable time they will cause a six inch compacted caliche base to be constructed upon the main road in said subdivision and shall cause a blacktop to be placed thereon.

XIII

Each and every owner of this subdivision agrees that he will not permit his premises to become unsightly, will keep all grass or weeds mowed and all trash removed, and should any owner fail to do so, the grantors herein, or a majority of the committee, shall have the right to enter upon said premises, remove all trash and cut the weeds, and the expense in so doing shall be a charge against the owner as a personal liability, but shall not constitute a lien on the property.

XIV

Each of the building sites may be fenced and such fence shall not be more than forty-two inches in height on the front property line, and on the side property line in front of the set back line, and the design of such fence shall be approved by the committee.

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XV

All trash and garbage shall be placed in sufficient receptacles and kept and maintained in the rear of each residence. Each property owner shall be responsible for the removal of his own garbage and trash.

XVI

Each owner shall install upon his property a septic tank or sewer system, to be constructed in strict compliance with the Department of Health of the State of Texas rules and regulations, and which are to be approved by the committee.

XVII

No machinery, trucks, cars or other equipment shall be parked overnight in the street, and no junk cars, junk machinery or other equipment shall ever be kept or maintained on any lot in said subdivision. Any machinery that is parked overnight or kept on the premises temporarily, shall be kept and maintained on the rear of the lot.

XVIII

No trailer house, mobile home, tent or shack shall ever be kept or maintained on said property as a residence, either temporarily or permanently.

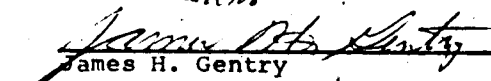
XIX

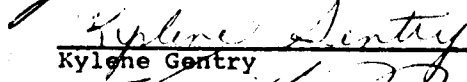
These restrictions, covenants and conditions herein imposed shall remain in force for a period of twenty-five years from the date hereof, at which time they shall be automatically extended for successive periods of ten years each, unless, by a vote of the majority of the then owners of the lots or tracts in said subdivision, it is agreed to change, release or remove these restrictions, covenants and conditions, in whole or in part.

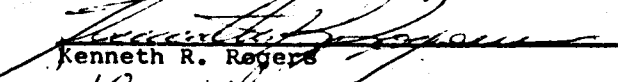
If any owner of any lot or tract in said subdivision, or his heirs or assigns, shall violate or attempt to violate any of the conditions, covenants or restrictions herein imposed, it shall be lawful for the committee, or any member thereof, or any owner of any lot or tract therein, to proceed at law or in equity (without showing damages or loss to himself) to compel a compliance with the terms hereof, or to prevent the violation or breach of any of these restrictions, covenants and conditions. In addition thereto, the committee, or a majority thereof, shall have the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry shall not be deemed a trespass.

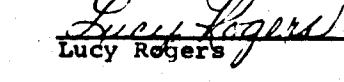
Provided, however, that a violation of these restrictions, or a breach of any covenant or condition shall never cause a forfeiture of title, nor shall any violation or breach affect in any way any valid mortgage or other lien made in good faith and for value, and not made for the purpose of defeating these restrictions, covenants and conditions.

WITNESS OUR HANDS this 20th day of April, 1971.


James H. Gentry


Kylee Gentry

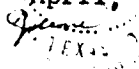

Kenneth R. Rogers


Lucy Rogers

THE STATE OF TEXAS |
COUNTY OF DEAF SMITH |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES H. GENTRY and wife, KYLENE GENTRY, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of April, 1971.



Avis Blakey

Notary Public In and For
Deaf Smith County, Texas

THE STATE OF TEXAS |
COUNTY OF DEAF SMITH |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared KENNETH R. ROGERS and wife, LUCY ROGERS, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of April, 1971.



Avis Blakey

Notary Public In and For
Deaf Smith County, Texas