

COUNTY OF MIDLAND

STATE OF TEXAS

DECLARATION OF CONDITIONS AND RESTRICTIVE COVENANTS  
FOR HAPPY COVE,  
a subdivision in MIDLAND COUNTY, TEXAS,

PREAMBLE

In order to conform to a subdivision plat, the Developers of the above-referred property hereby file and declare these Conditions and Restrictive Covenants for Happy Cove, Midland County, Texas ("Declaration").

Article 1  
Definitions

- 1.1 Approved shall mean and refer to favorable action taken by the Association or its duly appointed representative.
- 1.2 Association shall mean and refer to the HAPPY COVE HOMEOWNERS ASSOCIATION, INC., together with its duly elected and appointed officers and representatives, the members of which shall include all of the Lot Owners in this Subdivision, the principal purpose of which is to maintain and provide common community facilities and services respecting Common Areas and easements, the use for the common use and enjoyment of all Lot Owners and residents within the Subdivision included within the Association. Each Lot Owner, his successors and assigns, shall be a Member of the Association.
- 1.3 Common Area shall mean and refer to those areas of land so designated and embraced by any present or future Plat of this Subdivision maintained by the Association, which are reserved for specific functions necessary to the Subdivision including areas for common use, enjoyment and mutual benefit of the Lot Owner and their guests. Common Areas shall also include landscaped median areas, utility, as well as drainage and utility easements.
- 1.4 Developer shall mean and refer to La Junta Land Company, LLC, together with its agents, successors and/or assigns.
- 1.5 Lot shall mean and refer to any numbered tract or parcel of land, embraced by the present or future Plat of this Subdivision upon which approved residential buildings and appurtenances may be built. The term Lot shall not include those parcels and tracts of land designated as Common Areas or commercial tracts on any present or future Plat of the Subdivision. Any Lot Owner who owns two (2) Lots with one (1) residence thereon shall be considered the owner of one (1) Lot for purposes of membership in the Association and for assessments.
- 1.6 Member shall mean and refer to each Lot Owner in the Subdivision.

- 1.7 Plat shall mean and refer to any recorded plat or replat of the Subdivision embraced by this declaration as filed in the Plat Records of Midland County, Texas.
- 1.8 Lot Owner shall mean and refer to the record owner, whether one or more persons, firms or corporations, including the Developer, of the fee simple title to any Lot within the Subdivision, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any other lawful proceedings in lieu of foreclosure, or to any licensed builder unless he owns an occupied residence on a Lot.
- 1.9 Subdivision shall mean and refer to the Happy Cove subdivision, as platted and described herein.

## ARTICLE 2 Permitted and Prohibited Uses

- 2.1 No property or Lot shall be used for any purpose other than single-family residential uses.
- 2.2 No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one detached, single family dwelling, not to exceed two stories in height, and permissible outbuildings used in connection therewith. Permissible outbuildings shall include only a barn, guesthouse, storage, workshop, recreational building, or garage either attached or detached for two or more cars, any of which may include a laundry room or laundry facilities to be used for the convenience of the occupants of the dwelling, but not as a public laundry; and may be used for children's play-houses, or storage buildings of like nature for the pleasure and convenience of the occupants of the dwelling. All outbuildings located on the front half of the Lot must match the primary dwelling's construction, visual exterior, roof pitch, and architecture. Steel framed outbuildings are permitted only on the back half of the Lot and must conform to the size restrictions set forth below. A properly located steel framed outbuilding may have a metal roof and exterior skin. With the exception of "wood look" steel shingles, and standing seam steel roofs, metal roofs are not permitted on the main dwelling. No flat roofs are permitted on the main dwelling or its associated outbuildings.

A barn, storage building, workshop or other outbuilding intended for livestock or utilitarian purposes may constructed using a pre-engineered metal skin building method. Height of these buildings shall not exceed twenty-five feet (25') at the ridge or highest point of the structure. The roof and exterior skin of a utilitarian outbuilding may be metal, the roof shall be gable in shape, or as otherwise approved by the Architectural Control Committee. All outbuildings of utilitarian purpose shall be located in the back half of the Lot.

Sheet iron, aluminum, or any other type of metal structure not specifically allowed by this Declaration is prohibited from being erected for any period of time in the Subdivision.

- 2.3 All residences built on Lots in the Subdivision shall contain not less than two thousand eight hundred (2,800) square feet of livable floor space and shall be no more than two (2) stories in height with a minimum of one thousand five hundred (1,500) square feet of livable floor space on the ground floor.
- 2.4 No trailer, trailer-house or mobile home shall be placed on any Lot for residential purposes; nor shall any existing house or dwelling structure be moved on to any Lot for Residential

purposes. This paragraph shall not be deemed to prevent the use of mobile or modular offices as a temporary sales or builder's field office. Such office shall not remain on a Lot in excess of twenty-four (24) months. Extensions for such office may be granted in writing by Developer and granting such extension is at the discretion of Developer.

- 2.5 Once the construction of any building has begun, work thereon must be prosecuted diligently and must be completed within a reasonable time not to exceed twenty-four (24) months. No buildings shall be occupied for residential purposes during construction. Further, no garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residential purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on such property, and the use of adequate sanitary toilet facilities which shall be provided during such construction.
- 2.6 No graveled or corrugated metal roofs shall be constructed on the Lots described herein. If Composition roofs are placed on any structure, on a Lot, the roof shall be of 240# three-dimensional, high definition laminate asphalt, thirty (30) year or better shingle material. No shingles on a roof may be blue, red, white or green in color.
- 2.7 Garages, which shall be only for the use of the occupants of the residence to which they are appurtenant, may be attached or detached from the residence. A minimum of a two-car garage shall be provided on each residence and all garage openings must face the side yard or rear of the Lot with no overhead doors facing the street serving the front of the Lot; unless approved by the Architectural Control Committee pursuant to its guidelines.
- 2.8 Garbage receptacles shall be in complete conformity with sanitary rules and regulations heretofore or hereafter promulgated by Midland County or the City of Midland.
- 2.9 No weeds, underbrush or other unsightly growths shall be permitted to grow or remain on any part of a Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon.
- 2.10 No substantial changes in the elevation of a Lot shall be made.
- 2.11 Streets shall not be used by Lot Owners for parking of their automobiles and vehicles except for occasional or temporary purposes.
- 2.12 No boat, recreational vehicle, trailer or inoperative motor vehicle may be kept or stored upon any lot, except within a garage or behind decorative screening fences (which fences shall not exceed a maximum height of eight feet (8') whereby the boat, recreation vehicle, trailer or inoperative vehicle is visibly screened from all street views. All such garages or decorative screening fences shall be of designs aesthetically compatible with that of the residence located on the Lot.
- 2.13 At least seventy-five percent (75%) of the exterior wall surface of each residence located on a Lot (excluding doors, windows and exterior glass) shall be of brick, rock, stone, stucco, cement fiber board, brick veneer, rock veneer or stone veneer.
- 2.14 All chimneys shall be of masonry construction to match the residence.
- 2.15 Clotheslines or drying yards shall be so located as not to be visible from the street serving a Lot.

- 2.16 All dwellings shall face the street on which the other Lots in the same block front.
- 2.17 No signs or other forms of advertisement shall be permitted upon any Lot except one (1) small sign, not exceeding five (5) square feet in area, advertising the particular premises for sale or for rent, or one (1) sign used by a builder to advertise the property during the construction and sales period, said size not to exceed sixteen (16) square feet; and from time to time a political campaign sign, not exceeding two (2) square feet in area. Neighborhood or project identification signs are permissible, as well as Midland Independent School District (and similar private educational institutions) student activity letter signs.
- 2.18 No radio or television antenna with more than eight (8) square feet of grid area or which attains a height in excess above the highest point of the roof shall be permitted. All such installations are limited to the roof (on the side of the residence away from the street) and back yard. There shall be no installations in the Front yard.
- 2.19 No in-home child care with more than five (5) children is permissible unless the children are the children of the occupants of the residence where they are being cared for.
- 2.20 All Lots shall have white vinyl fencing in the rear and each side in accordance with guidelines adopted by the Architectural Control Committee. No fences shall be permitted within the front or side setback area other than white vinyl fencing. No chain link fences shall be permitted in areas visible from the streets or alleys serving the Subdivision.
- 2.21 A landscaping plan shall be submitted to and approved by the Architectural Control Committee. Landscaping in accordance with the approved landscaping plan shall be in place within six (6) months of the completion of the first structure on a Lot. The Architectural Control Committee shall require the following minimum requirements: not less than five trees of at least 4" trunk circumference, not less than thirty-five gallon shrubs in the beds facing the street in the front of the main residence; side property line to side property line grass in the front of the residence. The landscaping shall be maintained in a well-kept manner consistent with a well-kept residence in the neighborhood, maintaining not less than the required trees and shrubs, and shall be irrigated by an underground irrigation system.

### ARTICLE 3

#### Streets, Utilities, Easements and Rights of Way

- 3.1 All presently existing easements for utilities or drainage in the Subdivision are hereby reserved to the present owners of such easements.
- 3.2 No structures, including walks, fences, paving or planting, shall be erected upon any part of the Subdivision, which will interfere with rights of ingress and egress to and from the easements referred to in Article 3.1 hereof. All utilities serving the Subdivision shall be underground.

**ARTICLE 4****Association****Creation, Membership and Rights of Members**

4.1 Homeowners Association. The HAPPY COVE HOMEOWNERS ASSOCIATION, INC. has been created as a non-profit corporation as established under the laws of the State of Texas, having the power and obligation of perpetually managing and maintaining, repairing, replacing, improving and insuring the Common Areas, facilities and easements within this Subdivision. The Association shall collect assessments and make disbursements of proceeds, including the payment of all taxes assessed against the Association or the Common Areas owned by the Association, and shall take appropriate disciplinary action concerning delinquent accounts.

4.2 Membership and Voting. Upon sale of a Lot subject to these Declarations; the purchaser shall automatically become a Member of the Association (unless the purchaser is a licensed builder who does not own an occupied residence on the Lot). Membership shall be subject to all provisions of this Declaration and to the Association's Articles of Incorporation and Bylaws, as established and as the same may be amended from time to time. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. The membership in the Association shall not be transferred, pledged or alienated in any way except of the sale of such Lot (and then only to such purchaser), by intestate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process. The record owner of a Lot shall be entitled to one membership in the Association and one (1) vote. Any joint owner shall designate to the Association in writing the name of the person entitled to vote said membership. At the discretion of the Association, no certificates of membership need to be issued, and if certificates are not issued, membership shall be evidenced by an official list of Members kept by the Secretary of the Association.

Notwithstanding the foregoing, The Developer shall be entitled to three (3) votes for each Lot owned by the Developer.

4.3 Developer Shall Convey Title. The Developer shall convey title to the Common Areas of this Subdivision, without charge and free of encumbrance, to the Association when (a) seventy-five (75%) of the Lots are occupied by Lot Owners, or (b) January 1, 2030 (whichever occurs soonest), or (c) such earlier time as the Developer deems appropriate.

4.4 Board of Directors. The business and affairs of the Association shall be managed by a Board of Directors ("Board"). The number of directors ("Directors") shall be three (3). The Directors shall draw lots at the Organizational meeting to determine which initial Director shall initially serve for a term of one, two and three years. Thereafter, the Members shall elect each Director for a term of three (3) years. Directors shall meet at least twice during each calendar year. Any vacancy occurring in the Board may be filled by the affirmative vote of the majority of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

**ARTICLE 5**  
**Creation and Responsibilities of the**  
**Architectural Control Committee**

5.1 Developer shall designate and appoint an Architectural Control Committee consisting of not less than three (3) qualified persons who shall serve at the pleasure of Developer. After Developer no longer owns any Lot in the Subdivision, the Architectural Control Committee shall serve at the pleasure of the Association.

5.2 The Architectural Control Committee must review and approve in writing all of the following projects on the property:

6.2.1 Construction of any building, fence, wall, or other structure;

6.2.2 Any exterior addition, change or alteration in any building, fence, wall, or other structure;

6.2.3 Any landscaping, or grading of any Lot or Lots; and

6.2.4 Any other items mentioned in this Declaration.

5.3 To obtain approval to do any of the work described in the Declarations an owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors and location, of the proposed work.

The Architectural Control Committee shall review applications for proposed work in order to:

6.4.1 Insure conformity of the proposal with those covenants, conditions, and restrictions; and

6.4.2 Ensure harmony of external design in relation to surrounding structures and topography.

5.5 An application can be rejected for providing insufficient information. The Architectural Control Committee shall have broad, discretionary authority, to interpret and apply these standards, in rejecting an application, the Committee may detail the reasons for rejection and suggest how the applicant can remedy the deficiencies.

5.6 Developer and the Architectural Control Committee shall review and approve or disapprove all plans for proposed construction in the Subdivision. Failure by a Lot Owner to commence construction on or before twelve (12) months after the date of closing the purchase of a Lot from Developer shall give Developer the right, at Developer's option, to repurchase said Lot for its then appraised value or the purchase price by that Lot Owner,

whichever is lower. Developer must exercise the option granted here within two (2) years of the closing date of the Lot Owners purchase of the Lot. No Lot may be resold by a Lot Owner without the Developer having the prior right and option to purchase the Lot at its then appraised value. Failure to comply with the provision shall result in the placement of a lien against said Lot in favor of the Developer.

**ARTICLE 6  
Common Areas  
Ownership, Use and Property Rights**

- 6.1 Common Areas and Ownership. The Common Areas designated and shown on any recorded Plat of this Subdivision shall be owned by the Association for the benefit of the Members of the Association. The costs of perpetual maintenance, upkeep and improvements thereon shall be borne by the Association.
- 6.2 Land Use Within the Common Areas shall be restricted to those improvements related to open space uses, including, but not limited to, landscaped areas, outdoor lighting, signs relevant to the development thereof.
- 6.3 Dedication or Transfer of Fee Title to Common Areas to any public agency or authority or public utility shall not be made unless the dedication, transfer, purpose, location and conditions thereof are agreed to in an instrument in writing entered into between the parties involved and which is signed by and approved by vote of two-thirds (2/3) of the Members of the Association and is accepted by representatives of such public entity.

**ARTICLE 7  
Assessments**

- 7.1 Assessments and special assessments for improvements shall be fixed, established and collected from time to time by the Association as hereinafter provided. Such assessments and special assessments together with such interest and costs of collection shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each assessment is made. Any continuing lien created by an assessment pursuant to Sections 7.1 and 7.2 shall be a second lien behind and purchase money mortgage lien but shall be ahead of all other liens against the Lot. Each such assessment, together with such interest and cost of collection, shall also be the personal obligation of the person who was the owner of such Lot at the time of assessment. Assessments shall be applied on an equal basis to all Members of the Association. Assessments levied by the Association shall be used for improvements and maintenance of properties, services and facilities, repair, replacement and additions within the Common Area, including, but not limited to, payment of applicable insurance and taxes, cost of labor, equipment, materials, management and supervision.
- 7.2 Special Assessment for capital improvements in addition to the annual assessments may be authorized by the board of directors in accordance with the Bylaws of the Association to defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement upon the Common Area.

7.3 Notices and Due Dates of Assessments. The Board shall specify the due date and amount of assessment at least fifteen (15) days in advance of such due date and shall prepare a roster of the properties and assessments applicable thereto. Written notice of the assessments shall also be mailed to every Lot Owner at least fifteen (15) days in advance of the specified due date of the assessment. The due date of any special assessment shall be established by resolution of the board of directors of the Association. Upon demand by any Lot Owner liable for assessment, the Board shall furnish in writing signed by an Officer or Director of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment.

7.4 Effect of Non-Payment of Assessment. If the assessments are not paid when due, then they shall become delinquent and together with such interest and cost of collection, become a continuing lien against the property which shall bind the hands of the then Lot Owner, his heirs, devisees, personal representatives and assigns from transferring the property without the lien. Additionally, however, the personal obligation of the Lot Owner to pay such assessment shall remain his personal obligation for the statutory period and the personal obligation shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency. The Association may bring an action at law against the owner personally obligated to pay the same, or the Association may foreclose the lien against the property. Costs of preparing and filing the complaint for such action, together with reasonable attorneys' fees, shall be added to such assessment, and in the event a judgment is obtained, the judgment shall include interest and attorneys' fees, together with the costs of the action. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessment, charges or fees.

## ARTICLE 8 Enforcement

8.1 Enforcement. The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Declarations. The Association, by and through its Board, is authorized to adopt rules and regulations setting forth the procedures to be followed in connection with such enforcement and in implementing any fine or penalty as outlined below, except as otherwise reserved to the Members by law, by the Articles of Incorporation or by the Bylaws of the Association. Failure by the Association or by any Lot Owner to enforce a Covenant will not be deemed a waiver of the right to do so. Invalidation of any of these Covenants by judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

8.2 Fines for Violations. If a Lot Owner fails to abide by these Declarations and if such failure or default continues uncured for ten (10) days after written notice thereof mailed to the Lot Owner at the Lot Owner's last known address, the Association may (i) impose



9.2 If any restriction herein set forth is declared invalid, the remaining restrictions shall nevertheless continue in full force and effect. The Declarant or its employees shall not be liable for any incidental or consequential damages arising as an outcome of any of these provisions. Violation of or failure to comply with these Declarations shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may then exist on or against any Lot.

**ARTICLE 10  
Amendments**

These Declarations may be amended only by an affirmative vote of two-thirds vote of a quorum of the Members of the Association entitled to vote, in person or by proxy as defined in the Association Bylaws, on the amendment at a Meeting of the Members.

**ARTICLE 11  
Unenforceable Covenants**

If one or more of the provisions contained in these Declarations shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of these Declarations.

Date: February 1, 2022

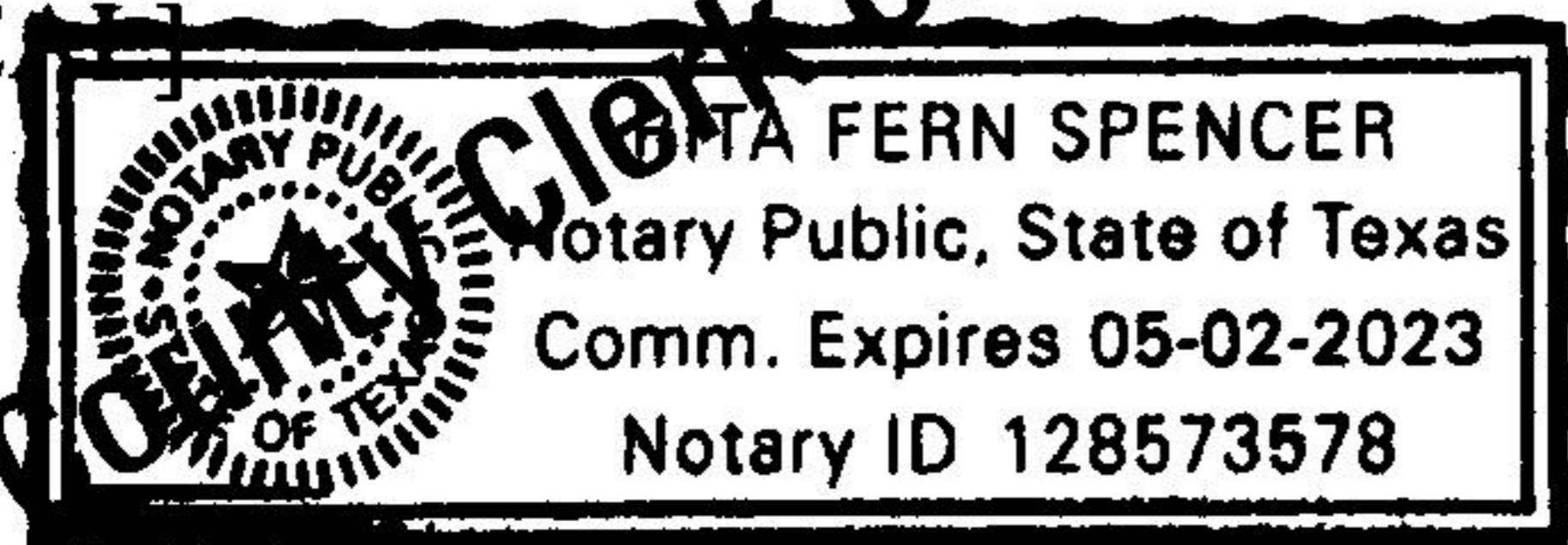
LA JUNTA LAND COMPANY, LLC

By:   
Jaime Ramos, Manager

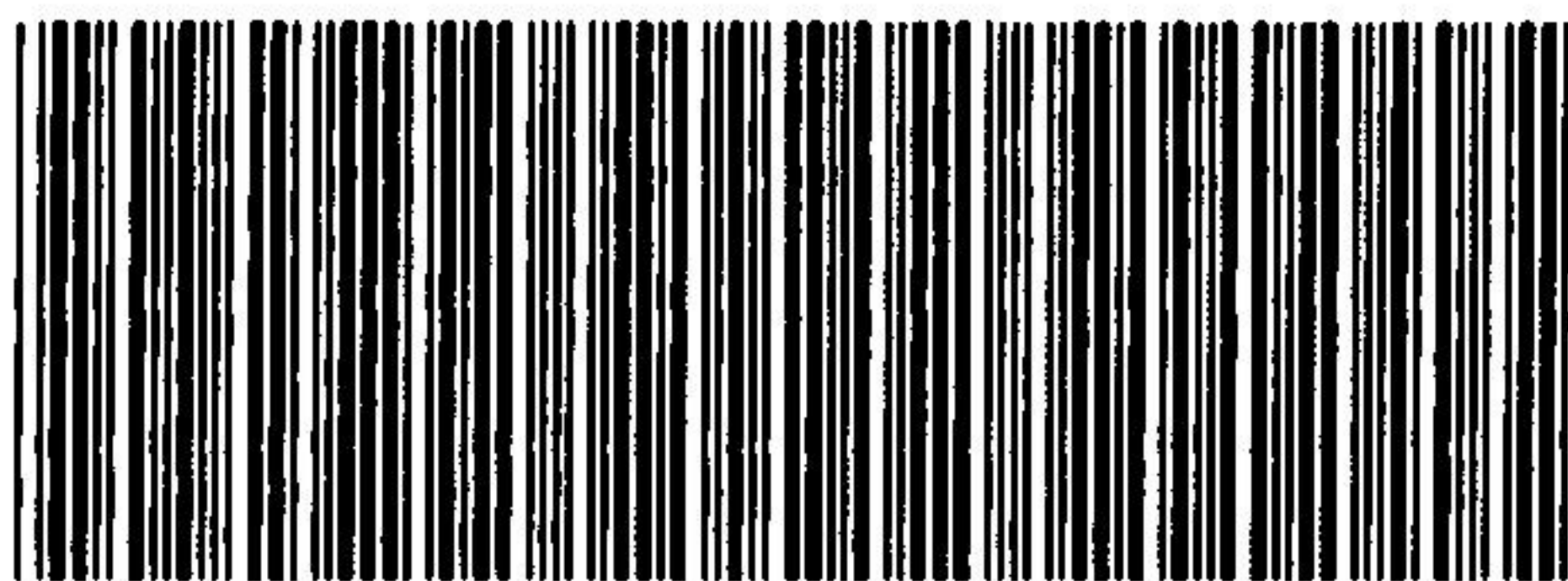
STATE OF TEXAS           §  
COUNTY OF MIDLAND   §

This instrument was acknowledged before me on this 1st, day of February, 2022 by Jaime Ramos, Manager of La Junta Land Company, LLC.

[SEAL]



  
Notary Public



Midland County  
Alison Haley  
Midland County Clerk

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Instrument Number: 9635

Real Property Recordings

Recorded On: April 25, 2023 03:58 PM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: \$62.00

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

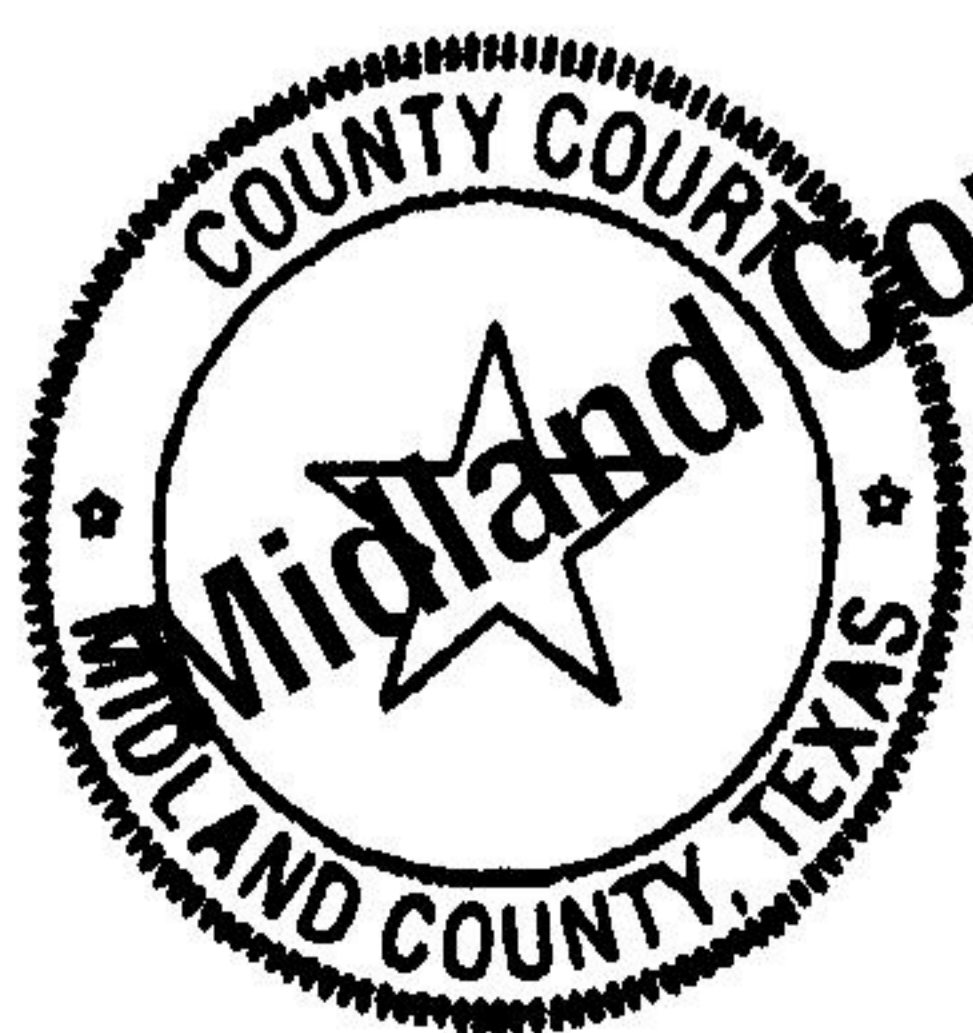
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 9635  
Receipt Number: 20230425000134  
Recorded Date/Time: April 25, 2023 03:58 PM  
User: Pam M  
Station: cc10297

Record and Return To:

EDWIN SANCHEZ  
4515 SANTA ROSA DR  
MIDLAND TX 79707



STATE OF TEXAS  
Midland County

I hereby certify that this Instrument was filed in the File Number Sequence on the date/time printed hereon, and was duly recorded in the Official Records of Midland County, Texas

Alison Haley  
Midland County Clerk  
Midland County, TX

Midland County Clerk Unofficial Copy