



The real property which is to be held by the Association and hereinafter referred to as "Common Areas" is generally described as follows:

1. All of the streets and alleyways, including Cisco Street, Ranger Street, the private alleys;
2. The westernmost ten (10) feet of Blocks 8, 9 and 10, and the easternmost ten (10) feet of Blocks 9 and 10;
3. All fences;
4. All street lights.

No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto.

The Declarant may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

**CLAUSE II**  
**General Purpose of Conditions**

The real property described in Clause I hereof is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

**CLAUSE III**  
**Conditions**

A. All building sites in the tract shall be known and described as residential building sites. No structures shall be erected, altered, placed, or permitted to remain on any building site other than one single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, guest house, servants' quarters, and other outbuildings incidental to residential use of the premises.

B. No building, improvement, fence, wall, driveway, or other structure shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation, by an architectural committee composed of Richard Greth, Tom Garber, and Dene Kelly, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no order to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant.

C. On corner lots, the minimum side yard adjacent to a public or private side street (the street opposite the interior side yard) shall be ten feet (10').

D. No complex of attached single family dwellings shall exceed four dwelling units in length. A minimum required side yard of five feet (5') shall be provided at the end of each single family attached dwelling complex so that the end of any two adjacent building complexes shall be at least ten feet (10') apart. Building permits for all dwellings in a complex of attached dwellings shall be obtained simultaneously and side yards provided at each end.

E. There shall be no minimum rear yard required, except where a minimum rear yard setback is shown on the site plan.

F. There shall be a front building setback line of not less than four feet (4') along all private streets where a side building setback is not required.

G. The minimum area of each lot shall be 400 square feet.

H. The minimum width of each lot shall be 25 feet.

I. Lots adjacent to Andrews Highway (State Highway 158) shall not have driveway access to said street. No garages may be constructed adjacent to any streets (public or private) except where such garages are shown and marked "G" in the physical plan for each block where typical plans are shown. No driveway access to the side of any lot shall be permitted.

J. The maximum coverage of buildings on any lot shall be 90% of the area of said lot.

K. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

L. No trailer, basement, tent, shack, garage, barn, or other outbuilding other than guest houses and servants' quarters erected on a building site covered by these Covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

The keeping of a mobile home or travel trailer, either with or without wheels, on any parcel of property covered by these Covenants is prohibited. A motor boat, house boat or other similar water borne vehicle may be maintained, stored, or kept on any parcel of property covered by these Covenants only if housed completely within a structure which has been architecturally approved by provisions of paragraph B hereof.

M. No non-residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, and garages, is less than 1,200 square feet in the case of a one-story structure or less than 2,000 square feet in the case of a one and one-half, two, or two and one-half story structure.

N. No animals, livestock or poultry of any kind shall ever be raised, bred or kept on any lot in the addition, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes and so long as they do not create a condition that is offensive or noxious to the enjoyment of any adjoining properties.

O. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein except upon prior approval by the architectural committee as provided in Section B.

P. Oil drilling, oil development operations; refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these Covenants.

Q. The owner of each building site to which these Covenants apply shall be entitled to one membership in the Association and to participate in the operation of the Association in accordance with the bylaws of the said Association filed herewith.

R. No change in the color of steel siding or other siding shall be permitted except on prior approval of the architectural committee as provided herein.

S. No change in the color or quality of a roof shall be permitted except on prior approval of the architectural committee as provided herein.

T. No change in the grade or slope of the ground shall be permitted except on prior approval of the architectural committee as provided herein.

U. No canopies, awnings, or any other similar overhang shall be permitted except on prior approval of the architectural committee as provided herein.

V. No storm doors or screens (either window or door) shall be permitted on any of the buildings except on prior approval of the architectural committee as provided herein.

W. No ancillary lighting, Christmas lights, or other temporary and non-permanent lighting shall be allowed to be in place for more than sixty (60) days, except on approval of the architectural committee as provided herein. For the purposes of this provision, Christmas or other holiday lighting shall be allowed to be placed on the property on December 1st of each calendar year and removed on or before the following January 31st.

X. Each owner of a lot or building site shall cut the grass and weeds on his land as often as necessary to maintain the same in a neat and attractive condition, and shall keep his land free at all times of trash, garbage, and debris, except for that placed in closed sanitary containers awaiting regular garbage pick-up services. No such material shall be burned.

Y. No lot or building site shall be used for the storage of any material except that required for landscaping or the construction of authorized buildings, which material shall be used or removed within a reasonable length of time after it is placed on the premises, and in no event more than 30 days.

Z. No sign, advertisement, billboard, or advertising structure of any kind shall be placed on any lot or building site without the written consent of the Association.

AA. No radio or television aerial, pole, structure, or device which will project more than ten (10) feet above the uppermost roof line of the main residence shall be erected on any lot or building site, or attached to any of the improvements thereon, without the written consent of the Association.

BB. Landscaping installed in flower beds by the corporation or subsequently installed by the Association shall be maintained by the Unit owners to preserve the continuity, conformity, and harmony of the landscaping with all other landscaping of the property subject to this Declaration. No change in the type of landscaping, extent of landscaping, or maintenance of the landscaping out of conformity or harmony with existing landscaping will be permitted, except on prior approval of the architectural committee as provided herein.

CC. No privy, cesspool, septic tank, or other individual sewerage disposal system shall be permitted on any lot or building site, except that temporary facilities approved by the Association may be used by workmen during the construction of improvements on the lot or building site.

DD. If the owner of any lot or building site fails to abide by any of the foregoing restrictions, stipulations, obligations and if such failure or default continues uncured for ten (10) days after written notice thereof is mailed to the owner of the lot or building site at his last known address, the Association, or its agent(s), may go upon such lot or building site and correct the default. The Association shall not be guilty of any manner of trespass or liable to the land owner in any respect as a result thereof, and the land owner shall be obligated to reimburse said Association for all expenses incurred by it in performing such work, and the amount to be reimbursed shall bear interest at the rate of ten percent (10%) per annum from the date such work is performed or caused.



ATTACHMENT "A"

Tract One

Being a 3.014 acre tract of land, being ALL OF BLOCKS NINE (9), TEN (10) AND ELEVEN (11), CORRECTION PLAT OF FRANCIS ADDITION II, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Cabinet C, Page 4 of the Plat Records of Midland County, Texas, and being fully described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2-inch iron rod located at the southeast corner of Block 1, Correction Plat of Francis Addition II as recorded in Cabinet C, Page 4 of the Midland County Plat Records and the southwest corner of Lot 1, Block 11, Sunset Acres, Section 6, as recorded in Cabinet F, Page 41, Midland County Plat Records and being out of Tract No. 11, Sunset Acres, as recorded in Cabinet B, Page 138, Midland County Plat Records, for the southeast corner of said Tract No. 11, bears N. 74° 42' 46" E. 343.92 feet and S. 15° 23' E. 26.27 feet;

THENCE S. 74° 42' 46" W. along the southern boundary of said Block 11, and the northern boundary of Andrews Highway, 323.25 feet to a 1/2-inch iron rod for the southwest corner of this tract;

THENCE N. 15° 00' E. along the eastern boundary of Godfrey Street, 409.04 feet to a 60d nail in pavement in the southern boundary of Boyd Avenue for the northwest corner of this tract;

THENCE N. 75° 00' E. along the southern boundary of Boyd Avenue, 319.96 feet to a 60d nail in pavement for the northeast corner of this tract;

THENCE S. 15° 27' 46" E. along the western boundary of Block 8, Correction Plat of Francis Addition II and the western boundary of Lot 1, Block 11, Sunset Acres, Section 6, 407.43 feet to the place of beginning and containing 3.014 acres of land.

SAVE AND EXCEPT: All oil, gas and other minerals on, under and which may be produced from said land, and the rights of the owners incident thereto as reserved in Warranty Deed from James Kenneth Francis et al to Harold Shull dated February 5, 1975, recorded in Volume 591, Page 355, Deed Records, Midland County, Texas.

SUBJECT TO: Right-of-Way from Harold B. Shull to Texas Electric Service Company dated August 3, 1978, recorded in Volume 652, Page 507, Deed Records, Midland County, Texas

SUBJECT TO: Public Easement from Jerry W. Alb, Trustee to The Public dated June 28, 1962, recorded in Volume 749, Page 9, Deed Records, Midland County, Texas.

SUBJECT TO: Easement from Interstate Equities, Inc. to Texas Electric Service Company dated April 30, 1982, recorded in Volume 753, Page 343, Deed Records, Midland County, Texas

SUBJECT TO: Distribution Easement and Right-of-Way from J. Y. Francis et ux to Texas Electric Service Company dated December 13, 1965, recorded in Volume 465, Page 196, Deed Records of Midland County, Texas.

SUBJECT TO: All set back lines delineated on the plat recorded in Cabinet C, Page 4 of the Plat Records of Midland County, Texas.

SUBJECT TO: Rights of parties in possession under any unrecorded, written or oral lease agreements and/or tenancies by and between the present owner and/or their predecessors in title as lessor and/or landlord and unknown persons as lessees and/or tenants covering any of the herein described property.

SUBJECT TO: Restrictions as recorded in Volume 503, Pages 551 and 641 of the Deed Records of Midland County, Texas.

Tract Two

Being ALL OF LOT EIGHT (8) AND 37 FT. WIDE STRIP BETWEEN BLOCKS 8 AND 3, CORRECTION PLAT OF FRANCIS ADDITION II, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Cabinet C, Page 4 of the Plat Records of Midland County, Texas.

SAVE AND EXCEPT: All oil, gas and other minerals in, under and which may be produced from said land and the rights of the owners incident thereto as reserved in Warranty Deed from James Kenneth Francis et al to Harold Shull dated February 5, 1975, recorded in Volume 591, Page 355 of the Deed Records of Midland County, Texas.

SUBJECT TO: Right-of-Way from Harold B. Shull to Texas Electric Service Company dated August 3, 1978, recorded in Volume 652, Page 507 of the Deed Records, Midland County, Texas.

SUBJECT TO: Public Easement by Jerry W. Allen Trustee to The Public dated June 28, 1952, recorded in Volume 749, Page 9, Deed Records of Midland County, Texas.

SUBJECT TO: Easement from Interstate Equities, Inc. to Texas Electric Service Company dated April 30, 1982, recorded in Volume 753, Page 343 of the Deed Records of Midland County, Texas.

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SUBJECT TO: All setback lines delineated on the plat recorded in Cabinet C, Page 4 of the Plat Records of Midland County, Texas.

SUBJECT TO: Restrictions as recorded in Volume 503, Pages 551 and 641 of the Deed Records of Midland County, Texas.

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Filed for Record on the 8 day of June A.D. 1994, at 10:07 o'clock A.M.  
Duly Recorded this the 8 day of June A.D. 1994, at 10:05 o'clock A.M.

ROSENELLE CHERRY, COUNTY CLERK  
MIDLAND COUNTY, TEXAS

INSTRUMENT NO. 10850

By Ally Sedrick, Deputy

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