

DECLARATION OF RESTRICTIONS
FOR
THE WEST PLACE

RE: A 442.99 acre tract situated in Section 132, Block 9; B,S,& F Survey, Randall County, Texas described in attached Exhibit "A".

1. No trailer house, mobile home or manufactured residence or home shall be moved on to or placed on any of the said premises. On site built new construction homes, ready-built homes comparable to on site built homes that are permanently attached to the property, log cabins/homes, barn/houses/homes and outbuildings of new construction such as barns are all permitted.
2. All acreage or lots shall be used for recreational, residential, agricultural and business purposes that would not be industrial in nature or otherwise violate another restriction described herein.
3. No old or second-hand structures shall be moved on any tract and all residences and accessory buildings shall be of new construction only with the provision that used brick may be used in the construction of new residences or other improvements.
4. New pre-built out buildings such as "Morgan" storage sheds and barns and other pre-built buildings for non-residential purposes shall be permitted on the premises.
5. No open cesspools, outside toilets or privies shall ever be permitted to be erected, constructed or maintained upon any tract in the premises, except portable toilets properly serviced during construction of the primary residence shall be permitted. Metal, concrete or manufactured tanks with adequate subterranean field tile meeting County standards shall be installed for servicing each residence constructed on the tract. The construction thereof shall be in such a manner that no harm or damage shall occur to the underground water.
6. No commercial mechanic shop, junk yard or auto repair shop shall be constructed or operated on the premises.
7. No noxious or offensive activities shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the adjoining neighbors in a way that would cause a material stress to that neighbor.
8. No commercial feed yards may be permitted on the property.
9. No obstruction, diversion, bridging or confining of the surface water shall be made on any tract in such a manner as to cause damage to other tracts.

10. No rubbish, junk salvage or debris of any kind or character shall ever be placed or permitted to accumulate upon such tract or tracts so as to render said premises unsanitary, unsightly, offensive or detrimental to other tracts on said property.

DURATION

These Deed Restrictions and Covenants shall run with the land and are binding and effective until January 1, 2030 after which time said Restrictions and Covenants shall be automatically extended for 10 year periods unless and until terminated or changed by recorded vote of the majority of the then owners of said property.

ENFORCEMENT

Violation of the Restrictions and Covenants shall not effect a reverter, but violation of them or any one of them may be restrained in a proceeding at law or equity without proof of irreparable damage or damages for which any land owner in said property, may recover.

INVALIDATION

Invalidation of one or more of the Restrictions or Covenants shall not affect the other provisions herein which shall remain in force and effect.

EASEMENTS

There is hereby retained an Easement for public utility purposes across the from 20 feet along any public roadway for the purpose of installations of gas, electrical, phone, cable or other utility installation. Such utilities may be either above ground or below ground, but such easements shall not otherwise restrict or prohibit the use of said premises by the land owner except for purposes of the utilities being installed, operated and maintained. No building or other obstruction shall be erected upon or be permitted to remain upon the easement except for fences, gates, entrances, roadways, shrubs and trees that might be installed by the owner so long as the same do not unreasonably interfere with the use of said utility easements rights.

Dated _____, 2010
Essex Properties, Inc.

By: _____
Shannon T. Burdett-President

STATE OF TEXAS
COUNTY OF RANDALL

This instrument was acknowledged before me on the _____ day of _____, 2010, by Shannon T. Burdett, as President of Essex Properties, Inc. a Texas Corporation on behalf of said corporation.

State of Texas

Notary Public,