

117666

SUBDIVISION RESTRICTIONS

BEAR SPRING RANCH SUBDIVISION UNIT FIVE

THE STATE OF TEXAS)
)
COUNTY OF MEDINA)

KNOW ALL MEN BY THESE PRESENTS:

THAT Land Systems Company and Martex Corporation, both Texas corporations, hereinafter referred to as "Developer", are the owners of all that certain real property in Medina County, Texas, and described as BEAR SPRING RANCH SUBDIVISION UNIT FIVE, a subdivision in Medina County, Texas.

WHEREAS, we, Land Systems Company and Martex Corporation are the owners of all property constituting the said subdivision and for the benefit of ourselves and of any subsequent owner or owners of any lot therein, desire to make certain restrictions in regard to the use, occupancy and construction in said subdivision.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the following constitute the restrictions affecting the property within said subdivision:

ARTICLE I

Definitions

Section 1. "Properties" shall mean and refer to BEAR SPRING RANCH SUBDIVISION UNIT FIVE, as shown by the plat thereof recorded in the Map or Plat Records of Medina County, Texas, subject to the Reservations set forth herein and/or in the Subdivision Plats, and any additional properties made subject to the terms hereof, pursuant to the provisions set forth herein.

Section 2. "Lot" and/or "Lots" shall mean and refer to the lots shown upon the Subdivision Plats.

Section 3. "Owner" shall mean and refer to the record owner (which shall include any purchaser under contract with the Texas Veterans Land Board), whether one or more persons or entities, of title to any Lot which is a part of the Properties, including contract sellers, but excluding those having interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 4. "Subdivision Plats" shall mean and refer to the maps or plats of Bear Spring Ranch Subdivision Unit Five, recorded in the Map or Plat Records of Medina County, Texas.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. The Subdivision Plats dedicate for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plats further establish certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. The undersigned hereby reserve the right to grant exceptions to the setback lines shown on the plat and upon filing notice of such exception for record in the real property records of Medina County, Texas, the setbacks in such exception shall supersede and replace the setbacks established in the subdivision plat.

Section 2. Developer reserves the non-exclusive right to use the easements and right-of-way as shown on the Subdivision Plats for the purpose of constructing, maintaining and repairing a system or systems of electric power, water system and telephone line or lines, or any other utility which the Developer or any utility company serving the subdivision sees fit to install in, across and/or under the Properties. Nothing contained herein shall impose any obligation on Developer

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to construct or maintain any such utilities. Any fences constructed in any easement area that would block entrance (access) to any main electric line or tap electric line or to any water line would require a gate or gap of 12 feet minimum width installed by the lot owner to allow access to the easement. No trees shall be planted and no buildings shall be constructed in any easement area.

Section 3. Neither Developer nor any utility company serving the subdivision and using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers, or other property of the Owner situated on the land covered by said easements.

ARTICLE III

Use Restrictions

Section 1. Land Uses and Building Type. All Lots shall be used for residential purposes only and no structure shall be erected, altered, placed or permitted to remain on any Residential Lots other than one detached single-family or duplex dwelling not to exceed two (2) stories in height (excluding a basement), and a detached or attached garage or carport for not more than four (4) cars. In addition to the primary residence, there may be constructed either (a) one garage apartment as part of the garage or (b) one guest house, so long as such guest house is attached to the primary residence by a common roof (including a roof over an open breezeway). There may be only one garage apartment or one connected guest house, but not both. After the construction of a residence, there also may be constructed greenhouses, barns, shop buildings and other outbuilding, so long as each is of neat appearance. No mobile home or manufactured home (single-wide or double-wide) may be placed on or used on any lot. As used herein the term "residential purposes" shall be construed to prohibit the use of said Lots for apartment houses and for commercial duplex houses or garage apartments, but duplex houses and garage apartments for non-commercial use and which meet all of the minimum size and other requirements of these subdivision restrictions, may be placed on lots. No residence shall be occupied until a water well is completed and properly connected and an approved private sewage facility is installed. Lot Owners shall not excavate, remove or sell soil or rock, nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property.

Section 2. Dwelling size. Any single story residence or garage apartment on any lot must have floor area of the main residential structure, exclusive of porches, breezeways and garages, of not less than 1600 square feet, and any 1 1/2 story or 2 story dwelling must have total floor area of both floors of not less than 1800 square feet, exclusive of porches, breezeways, garages and guesthouse.

Section 3. Type of Construction Materials. All structures must be constructed with new materials, except that used brick, stone, wooden beams, doors, and the like may be used for antique effect if such use is appropriate for the structure and does not detract from the appearance of the structure or the subdivision.

Section 4. Lot lines/setbacks. No dwelling or structure shall be located closer than 25 feet to the lot line facing any street and no closer than 15 feet from the back and side lot lines, except with the consent of the undersigned as described above in Article II, Section 1. "Back and side lot lines", respectively, as used in this paragraph, in respect to any two or more contiguous whole lots owned by the same owner and used as a single building site, shall mean, respectively, the outermost back lot lines and side lot lines considering said contiguous whole lots as one lot. However, in the event that a single owner shall own two or more adjacent lots, and shall thereafter convey one lot to any third party, the interior lot lines between the lots then owned by separated owners shall be burdened by the setback lines described herein. Nothing contained herein shall purport to or be a waiver of the utility easements as shown on the plat of the Properties, but rather any waiver of any utility easement may be granted only by the relevant utility service provider.

Section 5. Minimum Lot Area. No lot shall be subdivided without the consent of the undersigned, their successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, their successors or assigns. However, the Texas Veterans Land Board may sever a one acre parcel from any lot owned by them.

Section 6. Temporary Structures and temporary occupancy. Camping is permitted for no more than 14 days of any 30 day period. Otherwise, no travel trailer, motor home, tent, garage, barn or other outbuilding or structure other than

a residence meeting all of the requirements of these subdivision restrictions shall be occupied as a temporary residence, and no travel trailer, motor home, tent, other structure of temporary character shall at any time be left on any lot except (1) during construction of a permanent structure, or (2) after completion and occupancy of a residence on the lot. No residence shall be occupied even on a temporary basis until water service is connected and approved sanitary sewage disposal facilities are installed.

Section 7. Fences. All fences must be constructed with new materials.

Section 8. Driveways. No driveway shall be constructed on any lot until all required permits from any regulatory agencies have been obtained.

Section 9. Completion of Construction. Construction of any dwelling shall be completed within 6 months from the date the foundation is commenced or materials are stored on the lot (whichever is earlier), and all construction must be performed by an experienced, competent general contractor.

Section 10. Water Wells. No water wells shall be drilled on any lot until all required permits from any regulatory agency have been obtained. Site location for any water well must be such that any required sanitary easement is provided for and contained on that lot. It is the intent hereof to prohibit any water well which might impair or limit in any way whatsoever the use of any other lot or adjoining land because of the water well and sanitation requirements related to same.

Section 11. Hunting/Firearms. Hunting and discharging of firearms are expressly prohibited in the subdivision.

Section 12. Storage, Garbage, Refuse, and Prohibited Items. No Lot shall be used or maintained as a dumping ground for rubbish. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the road, except that any new building materials used in the construction of improvements erected upon any lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without undue delay, until the completion of the improvements, after which those materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road right-of-ways. No inoperative or unsightly vehicles shall be stored or kept on any lot, and no automobile or other vehicle shall be kept on any lot for the purpose of repairs except in an enclosed garage or in facilities protected from the view of the public and other residents. No automobile, truck, trailer or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.

Section 13. Use of Lot as Roadway. No lot or any part of a lot shall be used as a street, access road, or public thoroughfare without the prior written consent of the undersigned, their successors or assigns.

ARTICLE IV

General Provisions

Section 1. Animals. No animals may be kept or maintained on any lot, except:

- a) For normal and usual household pets (such as cats, dogs and birds) in normal numbers.
- b) For livestock solely to be used as part of a school supervised project so long as used for a school project.
- c) For one large animal (including horses, cattle or goats) per acre (with the number of acres being rounded up or down to the nearest whole number).

Under no circumstances shall any pigs, emus, ostriches, poultry, or any exotic animals be maintained on any lot. In no case shall any commercial feed lot operations be allowed, nor the breeding and raising of animals as a commercial operation.

Section 2. Parking. Both prior to and after the occupancy of a dwelling on any tract, the Owner shall provide appropriate space for off-road parking for his vehicles. All vehicles parked on Lots must have current inspection and license registration. No trucks or trailers of the 18-wheel tractor-trailer rig type or size shall be parked on or adjacent to any lot.

Section 3. Sewage Treatment. No outside toilet will be permitted. No sanitary sewage disposal system shall be installed on any lot until a permit is issued by the regulatory authority having jurisdiction over same.

Section 4. Covenants Running with the Land. All of the restrictions, covenants and easements herein provided for and adopted apply to each and every Lot, and shall be covenants running with the land. The Owner of any Lot shall have the right to either prevent a breach of any such restriction or covenant or to enforce the performance thereof. Nothing herein shall be construed as compelling the undersigned to enforce any of these provisions, nor shall any failure to enforce any of these provisions be deemed to be a waiver of the right of enforcement or prohibition. The undersigned shall have no liability or responsibility at law nor in equity on account of enforcement of, nor on account of the failure to enforce, these restrictions.

Section 5. Developer's Authority. The Developer shall not be subject to these Subdivision Restrictions, and no person, entity or owner shall be entitled to maintain a suit at law or in equity against the Developer for any alleged violations of these Restrictions by Developer or any other party. The Developer further expressly reserves the right to grant any waiver or variance from any of these restrictions, however, Developer shall not have the authority to grant any waiver or amendment which has the effect of removing the limitation on the use of the property as single family residence dwellings. Rather, regardless of any authority given to Developer, all lots shall be used exclusively for single family residences as defined in Article III, Section 1 of these subdivision restrictions. Developer, however, shall have the right to make use of any lots then owned by Developer for Developer's purposes, including, but not limited to, sales offices, parking areas, storage and maintenance facilities, and storage and maintenance of equipment.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon the above described property, nor shall any act be performed thereon which shall or may become an annoyance or nuisance to other owners of tracts in the above referenced property.

Section 7. Partial Invalidity. Invalidation of any covenant or restriction (by Court Judgement or otherwise) shall not affect, in any way, the validity of all other covenants and restrictions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions. The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others a sales office and storage facilities and Article III and IV shall not apply thereto.

Section 8. Developer. The term "Developer" shall mean Land Systems Company and/or Martex Corporation, as well as any other person or entity who is a successor to Land Systems Company and/or Martex Corporation, or who shall have had their rights or duties as Developer assigned to them.

EXECUTED this the 7th day of June, 2000.

LAND SYSTEMS COMPANY

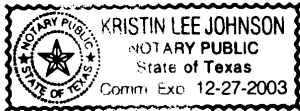
By: W. C. Hammer
W. C. Hammer, President

MARTEX CORPORATION

By: Glenn Dixon
Glenn Dixon, President

THE STATE OF TEXAS
COUNTY OF Wilson

This instrument was acknowledged before me on June 7, 2000, by GLENN DIXON, President of Martex Corporation, a Texas Corporation, behalf of said corporation.



Kristin Lee Johnson
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF Wilson

This instrument was acknowledged before me on June 7, 2000, by W. C. HAMMER, President of Land Systems Company, a Texas Corporation, behalf of said corporation.

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AFTER RECORDING RETURN TO:

W. C. Hammer
P. O. Box 12560
Dallas, Tx 75225

Kristin Lee Johnson
Notary Public, State of Texas



FILED IN MY OFFICE
KATHY WILKINS

AUG '00 14 AM -10 30

COUNTY CLERK, MEDINA CO.

ANY PROVISION HERE WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF MEDINA
hereby certify that this instrument was FILED in file number
Sequence on the date and at the time stamped hereon by me; and was
duly RECORDED in the Official Public Records of Medina County, Texas
on AUG 14 2000



Kathy Wilkins
COUNTY CLERK
MEDINA COUNTY TEXAS

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