

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS

THE STATE OF TEXAS                   §  
                                          §  
COUNTY    OF    REAL               §

HIRAM SAM BONNER and SUSIE ELIZABETH BONNER, hereinafter collectively referred to as "Declarant" are the owners in fee simple of certain property located in Real County, Texas, and known by official plat designation as WEST PRONG ESTATES, a subdivision in Real County, Texas, pursuant to a plat recorded on April 10, 1978, in Volume 1, page 42, of the Plat Records of Real County, Texas, to which record reference is here made for all purposes.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

I.   Definitions

A.   "Association" shall mean and refer to WEST PRONG ESTATES OWNERS ASSOCIATION, its successors and assigns.

B.   "Declarant" shall mean HIRAM SAM BONNER and SUSIE ELIZABETH BONNER (also known as MRS. G. A. BONNER), and their heirs and assigns.

C.   "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of the common area marked "Park Area".

D.   "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any

lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

## II. Membership in Association; Voting Rights

A. Every owner of a lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot.

B. Each member of the Association shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by more than one member.

## III. Assessments

A. Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who own the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

B. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the

subdivision, and for the improvement and maintenance of the common areas and of the homes situated within the subdivision. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (1) Maintenance and repair of the common area;
- (2) Any utility service deemed necessary by the Association's Board of Directors for the common area;
- (3) Any other materials, supplies, labor, services, maintenance, repairs, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

C. The Board of Directors of the Association may fix the annual assessment at any amount not in excess of \$100.00.

D. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area. Any such assessment must be approved by a majority of the members.

E. Written notice of any meeting called for the purpose of taking any action authorized by Sections C or D above shall be sent to all members not less than thirty days nor more than fifty days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of the members, members who were not present in person or by proxy may give their assent in writing within thirty days after the date of such meeting.

F. Both annual and special assessments must be fixed at a uniform rate for all lots.

G. The annual assessments provided for herein shall commence as to any lots sold by Declarant on the first day of the month following the organization of WEST PRONG ESTATES OWNERS ASSOCIATION and the election and qualification of its Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each lot at least sixty days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific lot has been paid and may, at such times as it deems necessary, cause to be recorded in the Office of County Clerk of Real County a list of delinquent assessments as of any such date.

H. Any assessment not paid within thirty days after the due date shall be deemed in default and shall bear interest from date due at the rate of 10% per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

I. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### IV. Property Rights

A. Every owner of a lot shall have a right and easement of enjoyment in and to the PARK AREA which shall be appurtenant and shall pass with the title to such lot, subject to the following rights of the Association:

(1) The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against his lot remain unpaid, and the right, after hearing by the Board of Directors, to suspend such rights for a period not exceeding thirty days for any infraction of the published rules and regulations of the Association;

(2) The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of the members agreeing to such dedication or transfer has been duly recorded.

B. Subject to such limitations as may be imposed by the By-laws, each owner may delegate his right of enjoyment and to the common areas and facilities to the members of his family, his guests, tenants, and invitees.

C. Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right-of-way, and such easements, reservations, and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and



shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights-of-way are reserved.

#### V. Use Restrictions

The subdivision shall be occupied and used only as follows:

- (1) Each lot shall be used as a residence for a single family and for no other purpose.
- (2) No business of any kind shall be conducted on any residence with the exception of the business of Declarant and the transferees of Declarant in developing all of the lots in the subdivision.
- (3) No noxious or offensive activity shall be carried on in or on any lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the lots in the subdivision.
- (4) No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five square feet in size advertising a property for sale or rent.
- (5) No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.
- (6) No structure of a temporary character, basement, tent, shack, garage, or other outbuilding, or trailer or mobile home of less than 400 square feet in living area shall be used on any lot at any time as a residence, either temporarily or permanently.
- (7) No hogs or swine shall be raised, bred, or kept on any tract, except 4-H and/or FFA show hogs.
- (8) No improvements of any kind or character shall be erected or constructed on any tract nearer than fifty feet to any property line. No construction shall begin until the construction plans and specifications, and a plan showing the location of the structure, have been approved in writing by the Architectural Control Committee as herein provided. The building exterior of any approved structure must be completed within six months of commencement of construction.
- (9) There is hereby established an Architectural Control Committee to which each owner will submit construction plans and specifications and a plot plan

in connection with any improvements on any tract. No permanent residence or dwelling shall have less than 400 square feet floor plan. Said Committee shall have the authority to determine if the same meet the requirements of these restrictions and to determine if the appearance of the structure and the quality of workmanship and materials and external design are all in harmony with other structures in the immediate vicinity of the proposed structure and elsewhere in the subdivision to which these restrictions apply and in harmony with the plan of development as the Committee shall establish. The Architectural Control Committee shall be composed of Declarant until such time as the Board of Directors of WEST PRONG ESTATES OWNERS ASSOCIATION has been elected and qualified, whereupon Declarant shall cease to function as the Architectural Control Committee and such Committee shall then be composed of the members of the Board of Directors of the Association. The Architectural Control Committee shall promulgate its own rules and regulations, and shall have the authority from time to time to amend such rules and regulations for the benefit of the subdivision and the owners thereof.

(10) No firearms shall be discharged on any of the roads or on the common area of the subdivision at any time.

(11) No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw or untreated sewage being carried into water bodies or the common area. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements for such systems as required by the State Health Department.

#### VI. Owners' Obligation to Repair

Each owner shall at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

#### VII. Owners' Obligation to Rebuild

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three months after the damage occurs, and shall be completed within nine months after the damage occurs, unless pre-

#### VIII. General Provisions

A. There is hereby reserved unto Declarant, its successors and assigns, an undivided one-half of all the oil, gas, and other minerals of every kind and character, including both fissionable and non-fissionable minerals, the production of which may or may not require consumption of the surface estate, in, on, under, and that may be produced from any lot or lots or any common areas within the subdivision.

B. The Declarant, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do thereafter.

C. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

D. The covenants, conditions, and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the owner of any lot subject to this declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty years from the date this declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years. The covenants, conditions, and restrictions of this declaration may be amended during the first twenty-year period by an instrument signed by not less than 70% of the lot owners; during any succeeding ten-year period, the covenants, conditions, and restrictions of this declaration may be amended during the last year of any such



ten-year period by an instrument signed by not less than 75% of the lot owners. No amendment shall be effective until recorded in the Deed Records of Real County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

EXECUTED this 14 day of April, 1978.

Hiram Sam Bonner  
HIRAM SAM BONNER

Susie Elizabeth Bonner  
SUSIE ELIZABETH BONNER

THE STATE OF TEXAS §

COUNTY OF REAL §

Before me, the undersigned authority, on this day personally appeared HIRAM SAM BONNER and SUSIE ELIZABETH BONNER, 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 on this the 14 of April, 1978.

County Clerk

Marjorie Kellner  
Notary Public and for  
Real County, Texas

THE STATE OF TEXAS

County of Real

I, Marjorie Kellner, Clerk of the County Court of

said County, do hereby certify that the above instrument of writing, dated on the 14th day of April, 1978 with its certificate of authentication was filed for record in my office the 14th day of April, 1978 at 11:00 o'clock P. M. and duly recorded on 17th day of April, 1978 at 8:35 o'clock A. M. in the Deed records of said County, in Volume 45 Pages 803-812 File No. 19,835.

Witness my hand and the seal of the County Court of said County, at office in Lenkey the day and year last

Deputy

Marjorie Kellner  
Clerk.