

Lot 9 vol 426 pg 455

For the purpose of creating and carrying out a uniform plan of improvement and sale of lots in Amargosa Subdivision #2 and for the purpose of maintaining said subdivision as a restricted residential area, the following limitations, restrictions and conditions on the use of lots contained therein are hereby established, adopted and imposed upon each lot or parcel of land in said subdivision, to-wit:

(1) Restrictions shall be binding for a period of ten (10) years from the date of instrument.

(2) No more than one (1) dwelling unit may be permitted on any lot in said addition, and no re-subdivision of any lot will be permitted within a five (5) year period.

(3) Houses shall be set back from the front property line twenty-five (25) or more feet, and ten (10) or more feet from any side or rear lot line and used for residential purposes only.

(4) Barns, sheds, chicken houses or any other building, except house, garage, or well cover shall be set back one-hundred (100) or more feet from the front property line.

(5) No garage, temporary building or tent shall be permitted for extended use as living quarters, except a garage apartment will be permitted provided it is built in conjunction with or after the main dwelling is erected.

(6) Septic systems used in connection with buildings on any lot in subdivision shall be of the type which requires the use of a septic tank and field drains. In no case will a cesspool be permitted on any lot in the subdivision, due to the fact that it is anticipated that fresh water wells will be drilled. No outdoor toilets may be constructed or maintained in this subdivision.

(7) No hogs shall be kept on any part of this subdivision.

(8) No lot or lots in said subdivision shall be used as a junk yard, or for treating persons afflicted with infectious diseases, nor shall any said lot be used for any purpose that is obnoxious or offensive to the owners or users of other lots in the subdivision, nor shall any actions be permitted on any lot that shall become an annoyance or nuisance to other lot owners.

456 No lot or lots in Amargosa Subdivision may be used as a trailer park. No trash, debris, or garbage may be allowed to accumulate, but must be disposed of in a safe and sanitary manner or removed from the subdivision.

(9) On any lot subject to a pipe line easement, no permanent structure of any nature may be erected on or over said easement.

(10) No firearms are to be discharged at any time on said subdivision.

ENFORCEMENT OF RESTRICTIONS

All restrictions and limitations herein contained shall be binding upon the parties hereto and all parties claiming by, through or under them and upon all owners of property in said subdivision, each of whom shall be obligated and bound to observe all of the restrictions, conditions, and limitations herein contained; provided, however, that no person or persons shall be liable for breaches hereof committed by any person or persons at any time other than during his or her ownership of property in said subdivision.

Each and every owner of a lot or lots in Amargosa Subdivision #2 shall have the right to enforce the restrictions, conditions and limitations herein contained and shall have the right to injunction either prohibitory or mandatory or both, as a means of preventing a breach, or to enforce the observance of all the restrictions, limitations and conditions herein contained. The remedy or injunction shall be cumulative to that of forfeiture of title, as well as of all other legal remedies to which such parties may be entitled. Specifically, any owner or owners of a lot or lots in said subdivision who are damaged by virtue of the breach of any of the covenants, limitations and restrictions herein contained, shall have the right to sue for damages any person or persons violating such restrictions, conditions, and limitations, and the person or persons violating the provisions hereof shall be liable for legal damages and reasonable attorney's fees.

Should any portion of the restrictions, limitations and conditions herein contained be held by any court to be invalid, void or unenforceable for any reason, such adjudications or holding shall not in any way affect, limit, impair, or restrict any other of the provisions hereof.

This instrument shall be recorded in the office of the County Clerk of Jim Wells County, Texas, and shall be referred to in all contracts and deeds executed by Grantors; and such reference (or if such reference is

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omitted, the mere filing hereof in the office of the County Clerk) shall place all subsequent owners, purchasers and interested persons in and to any and all of the lots in said subdivision on due notice of the full contents hereof as completely as if this instrument were included in full in such contracts of sale, contracts for deed, deeds, or other instruments evidencing title to any portion of this subdivision. The terms and provisions hereof shall extend to the heirs, executors, administrators, successors and assigns.

EXECUTED this 19th day of July, 1982.

Wallace W. Canales
WALLACE W. CANALES

Alonso Villarreal
ALONZO VILLARREAL

Arnoldo Gonzalez
ARNOLDO GONZALEZ

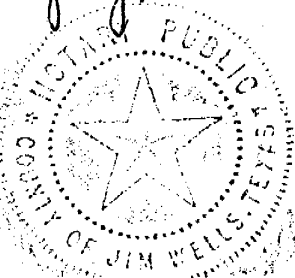
THE STATE OF TEXAS X

COUNTY OF JIM WELLS X

BEFORE ME, the undersigned authority, in and for said County, Texas,
on this day personally appeared WALLACE W. CANALES, ALONZO VILLARREAL and
ARNOLDO GONZALEZ, 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, this 19th day of

July, 1982.



Mona Coolin
Notary Public in and for
Jim Wells County, Texas

My commission expires:
5-20-86

THE STATE OF TEXAS COUNTY OF JIM WELLS	}	I, ARNOLDO GONZALEZ, County Clerk, in and for said County, do hereby
certify that the foregoing instrument with its certificate of authentication, was filed for record in my office, the		
20th day of July, 19 82, at 8:55 o'clock A. M., and duly Recorded the		
21st day of July, 19 82, at 9:05 o'clock A. M., in Deed Records of		
said County in Vol. 426 on Pages 455-458.		
WITNESS My Hand and Seal of Office in Alice, Texas, the day and year last above written.		
By <u>Paula O'Neill</u> (LS), Deputy		ARNOLDO GONZALEZ Clerk, County Court, Jim Wells County, Texas