

THE STATE OF TEXAS X
COUNTY OF JIM WELLS X

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Wallace W. Canales, Alonzo Villarreal, Olga Villarreal, Arnoldo Gonzalez and Frances Gonzalez, Owners of Amargosa Subdivision a subdivision of Jim Wells County, Texas, as shown on a plat recorded in the Map Records of Jim Wells County, Texas, do hereby impress all of the property included in such subdivision with the following restrictions:

All of the limitations and restrictions herein contained shall extend to and include the heirs, assigns, devisees, lessees and holders of every kind, who may purchase or acquire any real property interest of any type, nature or degree in said subdivision from said Grantors, their successors and assigns.

Grantors further provide that the covenants, conditions, limitations and restrictions herein contained shall constitute covenants running with the land, and each and every one of such restrictions and limitations shall be binding upon and shall inure to the benefit of Grantors of Amargosa Subdivision their successors and assigns, and to the purchasers of all lots and other property interest in said subdivision. Such conditions, limitations, and restrictions herein contained shall constitute a part of each such contract or other instrument conveying a lot or lots within said subdivision by reference to the place of record of this instrument, and by the acceptance of any such instrument of conveyance of any property interest therein, the Grantee in such instrument of conveyance, his heirs and assigns, shall be subject to and shall agree to be bound thereby, and each such contract to deed or other instrument of conveyance shall be conclusively held to be executed, delivered and accepted subject to all terms, conditions, limitations and restrictions herein contained. In the event of the failure of any contract, deed or other instrument of conveyance in said subdivision to refer to this instrument; nevertheless, this instrument shall be considered a part of such instrument of conveyance, and transfer to any Grantee of any property interest in and to said subdivision shall be construed to be subject to the terms and provisions hereof.

RESTRICTIONS

371 For the purpose of creating and carrying out a uniform plan of improvement and sale of lots in Amargosa Subdivision 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) All of the property in Amargosa Subdivision shall be used for private, recreational or residential purposes, except Lots, 30, 31 & 32 which may be used for commercial purposes. Restrictions shall be binding for a period of ten (10) years from 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.

(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 this 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. No lot or lots in Amargosa Subdivision may be used

377 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.

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 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

370 is 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 10th day of May, 1979.

Wallace W. Canales
Wallace W. Canales

Olga Villarreal
Olga Villarreal

Arnoldo Gonzalez
Arnoldo Gonzalez

Alonzo Villarreal
Alonzo Villarreal

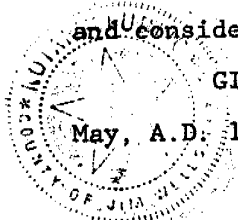
Frances Gonzalez
Frances Gonzalez

THE STATE OF TEXAS I

COUNTY OF JIM WELLS I

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared WALLACE W. CANALES, OLGA VILLARREAL and ALONZO VILLARREAL, ARNOLDO GONZALEZ and FRANCES 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 10th day of May, A.D. 1979.



Al McKenzie
Notary Public, Jim Wells County,

Texas

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	
<u>16th</u> day of <u>May</u> , 197 <u>9</u> , at <u>9:50</u> o'clock <u>A.</u> M., and duly Recorded the	
<u>17th</u> day of <u>May</u> , 197 <u>9</u> , at <u>9:20</u> o'clock <u>A.</u> M., in <u>Deed</u> Records of	
said County in Vol. <u>381</u> on Pages <u>377-380</u>	
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