

46902

SUBDIVISION RESTRICTIONS
OF
CALLIHAM PARK SUBDIVISION

THE STATE OF TEXAS
COUNTY OF McMULLEN

KNOW ALL MEN BY THESE PRESENTS

RICCOM, INC., a Texas corporation, acting herein by and through its officers duly authorized by its Board of Directors, hereinafter called "Developer", and the other subscribing or ratifying parties to this instrument, being all of the owners of, and the lien holders on, that certain subdivision situated in McMullen County, Texas, known as:

CALLIHAM PARK SUBDIVISION, a Subdivision situated in McMullen County, Texas, as shown by MAP thereof duly recorded in Volume 2, Page 27, of the MAP OR PLAT RECORDS of McMullen County, Texas, and further evidenced by approval in Volume 13, Page 345, of the Commissioners' Court Minutes of McMullen County, Texas, to which instruments, and their record, reference is here made for all purposes.

do hereby APPROVE AND ADOPT the following restrictions on the use of Lots within the said CALLIHAM PARK SUBDIVISION, which restrictions shall be covenants to run with the land and shall be binding on all parties now or hereafter owning or using said Lots in CALLIHAM PARK SUBDIVISION, and the said parties further specify and provide that any person or persons now or hereinafter owning any real property situated in said Subdivision may enforce these restrictions, at law or in equity, against any person or persons violating or attempting to violate any such covenant or restrictions.

It is stipulated that each and every owner of a lot or lots in Calliham Park 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 as herein contained.

The remedy of 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 tract 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 the privileges hereof shall be liable for legal damages and reasonable attorney's fees, as well as entitling the owner or owners to seek any equitable remedy of injuncition or otherwise to enforce such restrictions.

If through any error or oversight or mistake between Developers and the owners or builders of any structure of use of land in this subdivision, whether on the part of one or both, structure or use shall not entirely conform to all the limitations and restrictions herein contained such nonconformity shall in no way effect or impair to limitations and restrictions as applying to any and all of the remainder of said subdivision.

Any delinquency or delay on the part of any owner to sue for damages to enforce the correction of any violation of the restrictions or limitations herein contained shall not operate as a waiver of such violation nor shall such delinquency or delay counter any implied right of any other or holder of a lot or lots in said subdivision to change, alter, or violate any of the limitations and restrictions herein contained.

SPECIFIC RESTRICTIONS:

All lots herein, SAVE AND EXCEPT the lots hereafter specified, shall be used exclusively as private residence only

1. LOTS #1, #2 #3 #4 and #5, in Block 1, and Lots #7, and #7A in Block 2 may be used for Professional Business, Retail or Wholesale Sales type establishments, Private Residential and Private Recreational purposes only.

1.a. These Said Lots shall not be used for industrial purposes including welding shops, garages and junk yards. No "feed lot" operation shall be permitted on these lots. Any structure built for use in connection with a professional business or retail sales type establishment shall be of a size, structure, and design usual and customary for the type of professional business or retail sales establishment to be housed in such structure or building. These Said Lots shall not be used for RV Park or temporary or overnight camping rental space.

1.b. Manufactured prefabricated dwellings registered as Double-wide and dwellings and buildings of frame construction on these Said Lots shall be of a quality of workmanship and appearance customarily found in permanent type dwellings and buildings.

1.c. No dwelling shall be permitted on these Said Lots that has a ground floor area of the main structure thereof, exclusive of any open porches and garages, of less than 650 square feet. All dwellings and all other buildings constructed on said lots must have an attractive appearance. If such dwellings or buildings are of a frame construction, they shall be painted with two or more coats of paint, or shall have redwood siding, cedar siding, vinyl siding, brick or other permanent siding not requiring paint.

2. LOTS 6, 7, 8, 9, 10, 11, Block 1, Lots 1, 2, 3, 4, 5, 6, in Block 2 Lots 1, 7, 8, 9, and 10 in Block 3, shall be used for residential purposes only. Permanent type buildings and prefabricated Double-wide dwellings which are permanently placed or installed on these Said Lots and otherwise maintained as provided by the following Restrictions shall be allowed.

2.a. Manufactured prefabricated dwellings registered as Double-wide and dwellings and buildings of frame construction on these Said Lots shall be of a quality of workmanship and appearance customarily found in permanent type dwellings and buildings.

2.b. No dwelling shall be permitted on these Said Lots that has a ground floor area of the main structure thereof, exclusive of any open porches and garages, of less than 650 square feet. All dwellings and all other buildings constructed on these Said Lots must have an attractive appearance and must be maintained in such a way as to present an attractive appearance. If such dwellings or buildings are of a frame construction, they shall be painted with two or more coats of paint, or shall have redwood siding, cedar siding, vinyl siding, brick or other permanent siding not requiring paint.

3. LOTS 8, 9, 10, 11, 12, 13, 14, Block 2, and Lots 2, 3, 4, 5, 6, 11, 12, 13, 14, 15, 16, 17, Block 3, shall be used for residential purposes only. Permanent type buildings and prefabricated Double-wide dwellings, Mobile homes, or House Trailers, which are permanently placed or installed on these Said Lots and otherwise maintained as provided by the following Restrictions shall be allowed:

3.a. Dwellings and buildings of Frame Construction, prefabricated dwelling registered Double-wide, Mobile Homes or House Trailers, which are permanently placed or installed on these Said Lots shall be of quality workmanship and materials. All buildings placed or constructed on these lots must have an attractive appearance and be maintained in such a way as to present an attractive appearance. If such

buildings are of frame construction, they shall be painted with two or more coats of paint, or shall have redwood siding, cedar siding, vinyl siding, brick or other siding not requiring paint.

3.b. No Mobile Home smaller than 200 square feet in living area size, or Recreational Vehicle, or Camping Trailer, or structure of a temporary character, basement, tent, shack, garage, barn, or other out-building shall be used on these Said Lots at any time as a permanent residence. A Mobile Home or Recreational Vehicle smaller than 200 square feet in living area size may be used as temporary residence provided such use does not exceed a four (4) month consecutive period for each such use. Recreational Vehicles or Camping Trailers for week end use may be placed on these Said Lots, but not more than one (1) such camping trailer shall be allowed on one lot. Sewerage disposal for these temporary dwellings must meet the Texas Department of Health On-Site Sewerage disposal requirement.

3.c. A lot may not contain both a permanent type dwelling house and a trailer as permanent residences.

3.d. House trailers or Manufactured housing shall have a minimum of 600 square feet of living area. All house trailers shall be in first class condition and be firmly anchored in such fashion as to comply with hazard insurability standards for the Calliham area. House Trailers or manufactured homes shall have the transporting equipment, trailer, axles and wheels removed, and aesthetically pleasing skirting shall be placed around the building exterior to cover the beams, piling, foundations and underpinning.

4. SPACING AND TIMING

a. Not more than one (1) dwelling house including manufactured home or house trailer shall be placed on any one lot.

b. No building or dwelling temporary or permanent shall be located on a lot nearer to the side or rear property line than ten (10) feet.

c. All dwellings and all other buildings constructed on a lot must have an attractive appearance and must be maintained in such a way as to present an attractive appearance, and shall be put in this condition within six (6) months after construction or placement is started.

5. SEPTIC SYSTEM AND WASTE WATER

All sewerage, including all waste water from washing machines, dishwashers, other cleaning areas, including all grey water, in Said Subdivision will be disposed of by On-Site Sewerage Facilities designed and constructed in compliance with the Texas Department of Health Construction Standards for On-Site Sewerage Facilities, and operated to meet Local Health Department and Texas State Board of Health requirements.

6. GARBAGE/SOLID WASTE DISPOSAL

Said property shall not be used or maintained as a dumping ground for rubbish, and trash. Garbage or other waste shall not be kept on said property except in sanitary containers and all such equipment for storage or disposal of such materials shall be kept in a clean and satisfactory condition. All solid waste material shall regularly be disposed of by utilizing the appropriate garbage collection agency or company.

6. JUNK YARD

No part of any tract or lot shall be used for a junk yard of any kind. To this end, and to permit the mutual aesthetic enjoyment of the lots in the subdivision, no vehicle may be parked on any lot in a junked condition, and all vehicles on the lots shall be capable of road use within a reasonable time, and at all times shall be in such a condition as to travel the roads of this state in compliance with the applicable laws governing such vehicles. No vehicles in violation of such laws shall be permanently placed on any of the lots. This restriction shall further extend to tractors, farm equipment, or boat or other trailers, and to weed and brush control. No neglect, or use, shall be made of any lot for any purpose which is obnoxious or offensive to the owners or users of adjoining property, to create an annoyance or nuisance to owners or users of adjoining property.

7. VEHICLE PARKING

No parking areas will be created on any tract or lot which will allow or permit the parking of motor vehicles, trailers or other mobile objects closer than ten (10') feet to the side or rear property lines.

8. LIVESTOCK AND PETS

No commercial livestock, including hogs, cattle, goats, sheep, rabbits, chickens, turkeys, guinea, geese, ducks may be kept on any part of this land. An exception will be allowed to this restriction for any school student who is actively engaged in a school sponsored project associated with FFA or 4-H or similar, to allow the raising of not more than one such animal for such school project. Any livestock so raised will be disposed of within a reasonable time, not to exceed ninety (90) days, after the termination of such project or program.

9. ADVERTISING SIGNS

No sign or signs shall be displayed to the public view on said property, except one professional or business sign of not more than 32 square feet, or a temporary sign advertising the property for sale or rent, or signs used to advertise the property during construction.

10. HUNTING

No hunting or discharge of firearms shall be permitted on said property.

11. COVENANTS

These restrictions and conditions shall be covenants running with the land and shall be binding upon grantees and all persons or parties claiming by, through or under them, each of whom shall be obligated and bound to observe all of such restrictions and conditions. Enforcement of these restrictions and conditions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate them, either to restrain violation or to recover damages, and the remedy of injunction shall be cumulative of all other legal remedies available. These restrictions and conditions can be enforced by grantors, their heirs and assigns, including any and all grantees who have purchased or are the owners of any land forming a part out of said 38.16 acres of land, of which the above

described land hereby conveyed is a part, and they shall have the right to sue for damages any person or persons violating such restrictions or conditions and/or any of the provisions thereof shall be liable for legal damages and reasonable attorney's fees.

EXECUTED effective this 1st day of April, 1991, to be binding upon the undersigned, its successors and assigns.

RICCOM, INC., a Texas Corporation

By Pat M. Ricks
PAT M. RICKS, Its President

Attest:

Garnett B. Ricks
Corporate Secretary

Acknowledgment

THE STATE OF TEXAS

COUNTY OF McMULLEN

The foregoing instrument was acknowledged before me by PAT M. RICKS, the President of RICCOM, INC., a Texas Corporation, on April 3, 1991, on behalf of said corporation.



JOHN R. WEST
Notary Public, State of Texas
My Commission Expires 9/28/93

John R. West
Notary Public, State of Texas

Notary's Name Printed

My Commission Expires On: _____