

Midland County
Alison Haley
County Clerk
Midland, Texas 79702



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Instrument Number: 2017-28537

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Comment: DEC LOS CONCHOS VENTURES

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recording after Aug 2005	62.00
Total Recording:	62.00

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Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

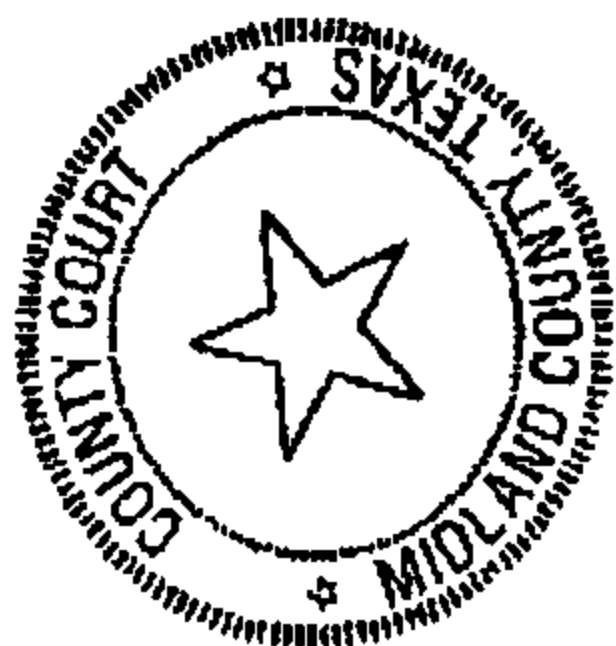
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MIDLAND TX 79701

User / Station: K Kendrick - CC208d



State of Texas
County of Midland

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the named RECORDS of Midland County, Texas as stamped hereon.

County Clerk
Midland County, Texas

**DECLARATION OF RESTRICTIVE COVENANTS
FOR
GREATHOUSE ADDITION, SECTION 14, AN ADDITION TO THE
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO
THE MAP OR PLAT THEREOF, RECORDED IN CABINET L,
PAGE 6 OF THE PLAT RECORDS OF MIDLAND COUNTY,
TEXAS.**

PREAMBLE

In order to conform to a subdivision plat, the Developers of the above-referred property hereby file and declare these Restrictive Covenants for Greathouse Addition, Section 14, an addition to the City of Midland, Midland County, Texas ("Declaration").

**Article 1
Definitions**

- 1.1 Approved shall mean and refer to favorable action taken by the Association or its duly appointed representatives.
- 1.2 Association shall mean and refer to the GREATHOUSE HOMEOWNERS ASSOCIATION, together with its duly elected and appointed officers and representatives, the members of which shall include all of the Residential Lot Owners in this Subdivision, the principal purpose of which is to maintain and provide common community facilities and services respecting Common Areas and easements thereon for the common use and enjoyment of all Residential Lot Owners and residents within the Subdivision and the other subdivisions included within the Association. Each Residential Lot Owner, his successors and assigns, shall be a Member of the Association.
- 1.3 Common Area shall mean and refer to those areas of land so designated and embraced by any present or future Plat of this Subdivision maintained by the Association, which are reserved for specific functions necessary to the Subdivision including areas for common use, enjoyment and mutual benefit of the Residential Lot Owner and their guests. Common Areas shall also include landscaped median areas, utility, oil and gas production facilities, as well as drainage and utility easements.
- 1.4 City shall mean the City of Midland, Texas.
- 1.5 Developer shall mean and refer to Los Conchos Ventures, LLC, together with its agents, successors and/or assigns.
- 1.6 Lot shall mean and refer to any numbered tract or parcel of land, embraced by the present or future Plat of this Subdivision upon which approved residential buildings and appurtenances may be built. The term Lot shall not include those parcels and tracts of land designated as Common Areas or commercial tracts on any present or future Plat of the Subdivision. Any Residential Lot Owner who owns two (2) Lots with one (1) residence thereon shall be considered the owner of one (1) Lot for purposes of membership in the Association and for assessments.

- 1.7 Member shall mean and refer to each and every Residential Lot Owner in the Subdivision. 28537
- 1.8 Plat shall mean and refer to any recorded plat or replat of the Subdivision embraced by this declaration as filed in the Plat Records of Midland County, Texas.
- 1.9 Residential Lot Owner shall mean and refer to the record owner, whether one or more persons, firms or corporations, including the Developer, of the fee simple title to any Lot within the Subdivision, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any other lawful proceedings in lieu of foreclosure, or to any licensed builder unless he owns an occupied residence on a Lot.
- 1.10 Subdivision shall mean and refer to Greathouse Addition, Section 14, as platted and described herein.

ARTICLE 2

Permitted and Prohibited Uses

- 2.1 No property or Lot shall be used for any purpose other than single-family residential.
- 2.2 No building shall be erected on any residential Lot except one single-family dwelling and outbuildings incidental to and used relating to the one single-family dwelling. An "outbuilding" shall be defined to include a garage, game room, workshop and other buildings necessary for the convenience and pleasure of the occupants of the single-family dwelling erected on the Lot. All such buildings shall be of a design aesthetically compatible with that of the residence erected on the Lot. Outbuildings shall not include metal or portable buildings.
- 2.3 The improvements located on the Lots in the Subdivision shall consist of single-family dwellings. All residences built on Lots in the Subdivision shall contain not less than two thousand five hundred (2,500) square feet of livable floor space and shall be no more than two (2) stories in height with a minimum of one thousand five hundred (1,500) square feet of livable floor space on the ground floor; provided that Lots 2 through 6, Block 23; Lots 11 through 19, Block 23; and Lots 13 through 22, Block 8 of the Subdivision shall contain not less than two thousand (2,000) square feet of livable floor space and shall be no more than two (2) stories in height with a minimum of one thousand (1,200) square feet of livable floor space on the ground floor.
- 2.4 No trailer, trailer-house or mobile home shall be placed on any Lot for residential purposes; nor shall any existing house or dwelling structure be moved on to any Lot for Residential purposes. This paragraph shall not be deemed to prevent the use of mobile or modular offices as a temporary sale's or builder's field office. Such office shall not remain on a Lot in excess of twenty-four (24) months. Extensions for such office may be granted in writing by Developer and granting such extension is at the discretion of Developer.
- 2.5 Once the construction of any building has begun, work thereon must be prosecuted diligently and must be completed within a reasonable time. No buildings shall be occupied for residential purposes during construction. Further, no garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residential purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction

of any structure on such property, and the use of adequate sanitary toilet facilities which shall be provided during such construction. At the time of construction of any building on a Lot, a sidewalk with a minimum width of sixty (60) inches must be built along the full street frontages of the tract in accordance with City specifications.

- 2.6 No graveled or corrugated metal roofs shall be constructed on the Lots described herein. If Composition roofs are placed on any structure, on a Lot, the roof shall be of 240# three-dimensional, high definition laminate asphalt, thirty (30) year or better shingle material. No shingles on a roof may be blue, red, white or green in color.
- 2.7 Garages, which shall be only for the use of the occupants of the residence to which they are appurtenant, may be attached or detached from the residence. A minimum of a two-car garage shall be provided at each residence and all garage openings must face the side yard or rear of the Lot with no overhead doors facing the street serving the front of the Lot.
- 2.8 Garbage receptacles shall be in complete conformity with sanitary rules and regulations heretofore or hereafter promulgated by the City.
- 2.9 No weeds, underbrush or other unsightly growths shall be permitted to grow or remain on any part of a Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon.
- 2.10 No substantial changes in the elevation of a Lot shall be made.
- 2.11 Streets shall not be used by Residential Lot Owners for parking of their automobiles and vehicles except for occasional or temporary purposes.
- 2.12 No boat, recreational vehicle, trailer or inoperative motor vehicle may be kept or stored upon any lot, except within a garage or behind decorative screening fences (which fences shall not exceed a maximum height of eight (8) feet whereby the boat, recreation vehicle, trailer or inoperative vehicle is visibly screened from all street views. All such garages or decorative screening fences shall be of designs aesthetically compatible with that of the residence located on the Lot.
- 2.13 At least ninety percent (90%) of the exterior wall surface of each residence located on a Lot (excluding doors, windows and exterior glass) shall be of brick, rock, stone, stucco, brick veneer, rock veneer or stone veneer.
- 2.14 Clotheslines or drying yards shall be so located as not to be visible from the street serving a Lot.
- 2.15 All dwellings shall face the street on which the other Lots in the same block front. Dwellings located on Lots within the curved portion of a cul-de-sac shall front toward the curve.
- 2.16 No signs or other forms of advertisement shall be permitted upon any Lot except one (1) small sign, not exceeding five (5) square feet in area, advertising the particular premises for sale or for rent, or one (1) sign used by a builder to advertise the property during the construction and sales period, said size not to exceed sixteen (16) square feet; and from time to time a political campaign sign, not exceeding two (2) square feet in area. Neighborhood or project identification signs are permissible, as well as Midland Independent School District (and similar private educational institutions) student activity letter signs.

- 2.17 No radio or television antenna with more than eight (8) square feet of grid area or which attains a height in excess above the highest point of the roof shall be permitted. All such installations are limited to roof and back yard. Front yard installations are strictly prohibited.
- 2.18 No in-home child care with more than five (5) children is permissible unless the children are the children of the occupants of the residence where they are being cared for.
- 2.19 No fences shall be permitted within the front setback area. Fences shall not exceed eight (8) feet in height and shall be uniform in nature. No chain link fences shall be permitted in areas visible from the streets or alleys serving the Subdivision.
- 2.20 Landscaping within the front setback area shall be in place within six (6) months of the completion of the first structure on a Lot. The landscaping shall be maintained in a sightly and well-kept manner consistent with a well-kept residential neighborhood and shall be irrigated by an underground irrigation system.

ARTICLE 3
Streets, Utilities, Easements and Rights of Way

- 3.1 All presently existing easements for utilities or drainage in the Subdivision are hereby reserved to the present owners of such easements.
- 3.2 No structures, including walks, fences, paving or planting, shall be erected upon any part of the Subdivision, which will interfere with rights of ingress and egress to and from the easements referred to in Article 3.1 hereof. All utilities serving the Subdivision shall be underground.

ARTICLE 4
Additions to Subdivision

Declarant may add or annex additional real property (from time to time and at any time during the next seven (7) years from the date of this Statement and for an additional seven (7) years if the Declarant so elects by filing an election of record in Midland County, Texas during the initial seven (7) years of the Subdivision) subject to this declaration by filing of record in Midland County, Texas a Supplemental Declaration of Covenants and Restrictions and Covenants of this Declaration to such property; provided, however, that such supplementary declaration may contain such complementary additions and modifications of the Restrictions and Covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concepts and purposes of this Declaration.

ARTICLE 5
Association
Creation, Membership and Rights of Members

- 5.1 Homeowners Association. The GREATHOUSE HOMEOWNERS ASSOCIATION has been created as a non-profit corporation as established under the laws of the State of Texas, having the power and obligation of perpetually managing and maintaining, repairing, replacing, improving and insuring the Common Areas, facilities and easements within this Subdivision. The Association shall collect assessments and make disbursements of proceeds, including the payment of all taxes assessed against the Association or the Common Areas owned by the Association, and shall take appropriate disciplinary action concerning delinquent accounts.
- 5.2 Membership and Voting. Upon sale of a Lot subject to these Declarations; the purchaser shall automatically become a Member of the Association (unless the purchaser is a licensed builder who does not own an occupied residence on the Lot). Membership shall be subject to all provisions of this Declaration and to the Association's Articles of Incorporation and Bylaws, as established and as the same may be amended from time to time. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. The membership in the Association shall not be transferred, pledged or alienated in any way except of the sale of such Lot (and then only to such purchaser), by intestate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process. The record owner of a Lot shall be entitled to one (1) membership in the Association and one (1) vote. Any joint owner shall designate to the Association in writing the name of the person entitled to vote said membership. At the discretion of the Association, no certificates of membership need to be issued, and if certificates are not issued, membership shall be evidenced by an official list of Members kept by the Secretary of the Association.
- Notwithstanding the foregoing, The Developer shall be entitled to three (3) votes for each Lot owned by the Developer.
- 5.3 Developer Shall Convey Title. The Developer shall convey title to the Common Area(s) of this Subdivision, without charge and free of encumbrance, to the Association when (a) seventy-five (75%) of the Lots are occupied by Residential Lot Owners, or (b) January 1, 2028 (whichever occurs soonest), or (c) such earlier time as the Developer deems appropriate.
- 5.4 Board of Directors. The business and affairs of the Association shall be managed by a board of directors. The number of directors shall be determined by majority vote of the Association. At each annual election, the Members shall elect directors to hold office until the next succeeding annual meeting. Directors shall meet at least once during each three (3) calendar month time period. Any vacancy occurring in the board of directors may be filled by the affirmative vote of the majority of the remaining directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

ARTICLE 6
Creation and Responsibilities of the
Architectural Control Committee

- 6.1 Developer shall designate and appoint an Architectural Control Committee consisting of not less than three (3) qualified persons which shall serve at the pleasure of Developer. After Developer no longer owns any Lot in the Subdivision, the Architectural Control Committee shall serve at the pleasure of the Association.
- 6.2 The Architectural Control Committee must review and approve in writing all of the following projects on the property:
- 6.2.1 Construction of any building, fence, wall, or other structure;
 - 6.2.2 Any exterior addition, change or alteration in any building, fence, wall, or other structure;
 - 6.2.3 Any landscaping, or grading of any Lot or Lots; and
 - 6.2.4 Any other items mentioned in this Declaration.
- 6.3 To obtain approval to do any of the work described in the Declarations an owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors and location, of the proposed work.
- 6.4 The Architectural Control Committee shall review applications for proposed work in order to:
- 6.4.1 Insure conformity of the proposal with those covenants, conditions, and restrictions; and
 - 6.4.2 Insure harmony of external design in relation to surrounding structures and topography.
- 6.5 An application can be rejected for providing insufficient information. The Architectural Control Committee shall have broad, discretionary authority, to interpret and apply these standards, in rejecting an application, the Committee may detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.
- 6.6 Developer and the Architectural Control Committee shall review and approve or disapprove all plans for proposed construction in the Subdivision. Failure by a Lot Owner to commence construction on or before six (6) months after the date of closing the purchase of a Lot from Developer shall give Developer the right, at Developer's option, to repurchase said Lot for its then appraised value or the purchase price by that Lot Owner,

whichever is lower. Developer must exercise the option granted here within two (2) years of the closing date of the Lot Owner's purchase of the Lot. No Lot may be resold by a Lot Owner without the Developer having the prior right and option to purchase the Lot at its then appraised value. Failure to comply with the provision shall result in the placement of a lien against said Lot in favor of the Developer.

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ARTICLE 7
Common Areas
Ownership, Use and Property Rights

- 7.1 Common Areas and Ownership. The Common Areas designated and shown on any recorded Plat of this Subdivision shall be owned by the Association for the benefit of the Members of the Association. The costs of perpetual maintenance, upkeep and improvements thereon shall be borne by the Association.
- 7.2 Land Use Within the Common Areas shall be restricted to those improvements related to park, recreational and open space uses, including, but not limited to, physical fitness, designated auto parking clusters, landscaped areas, outdoor lighting, signs relevant to the development thereof, screening and fencing devices. Recreation centers or private club buildings shall include, but not be limited to, cabanas, tennis courts, swimming pools and other uses of a similar nature and character.
- 7.3 Dedication or Transfer of Fee Title to Common Areas to any public agency or authority or public utility shall not be made unless the dedication, transfer, purpose, location and conditions thereof are agreed to in an instrument in writing entered into between the parties involved and which is signed by and Approved by vote of two-thirds (2/3) of the Members of the Association and is accepted by representatives of such public entity. Any dedication or transfer of fee title to the Common Areas must also have the prior approval of the City except where the dedication or transfer is to the City.

ARTICLE 8
Assessments

- 8.1 Assessments or Charges and special assessments for improvements shall be fixed, established and collected from time to time by the Association as hereinafter provided. Such assessments and special assessments together with such interest and costs of collection shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each assessment is made. Any continuing lien created by an assessment pursuant to Sections 8.1 and 8.2 shall be a second lien behind and purchase money mortgage lien, or utility lien for water, sewer and garbage service provided by the City, but shall be ahead of all other (subsequent) liens against the Lot. Each such assessment, together with such interest and cost of collection, shall also be the personal obligation of the person who was the owner of such Lot at the time of assessment. Assessments shall be applied on an equal basis to all Members of the Association. Assessments levied by the Association shall be used for improvements and maintenance of properties, services and facilities, repair, replacement and additions within the Common Area, including, but not limited to, payment

of applicable insurance and taxes, cost of labor, equipment, materials, management and supervision.

8.2 Special Assessment for capital improvements in addition to the annual assessments may be authorized by the board of directors in accordance with the Bylaws of the Association to defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement upon the Common Area.

8.3 Notices and Due Dates of Assessments. The board of directors of the Association shall specify the due date and amount of assessment at least fifteen (15) days in advance of such due date and shall prepare a roster of the properties and assessments applicable thereto. Written notice of the assessment shall also be mailed to every Residential Lot Owner at least fifteen (15) days in advance of the specified due date of the assessment. The due date of any special assessment shall be established by resolution of the board of directors of the Association. Upon demand by any Residential Lot Owner liable for assessment, the board of directors shall furnish in writing signed by an officer or director of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment.

8.4 Effect of Non-Payment of Assessment. If the assessments are not paid when due, then they shall become delinquent and together with such interest and cost of collection, become a continuing lien against the property which shall bind the hands of the then owner, his heirs, devisees, personal representatives and assigns from transferring the property without the lien. Additionally, however, the personal obligation of the owner to pay such assessment shall remain his personal obligation for the statutory period and the personal obligation shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency. The Association may bring an action at law against the owner personally obligated to pay the same, or the Association may foreclose the lien against the property. Costs of preparing and filing the complaint for such action, together with reasonable attorneys' fees, shall be added to such assessment, and in the event a judgment is obtained, the judgment shall include interest and attorneys' fees, together with the costs of the action. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessment, charges or liens.

**ARTICLE 9
Duration and Enforcement**

9.1 The covenants, restrictions, reservations and servitudes herein set forth shall continue in full force and effect until December 31, 2042, after which time the Declarations shall automatically extend for successive periods of ten (10) years unless an instrument which amends or terminates the Declarations is signed by owners of at least fifty-one percent (51%) of all Lots in the Subdivision and recorded in the Official Public Records of Midland County, Texas.

- 9.2 If any restriction herein set forth is declared invalid, the remaining restrictions shall nevertheless continue in full force and effect. The Declarant or its employees shall not be liable for any incidental or consequential damages arising as an outcome of any of these provisions. Violation of or failure to comply with these Restrictions and Covenants shall not affect the validity of any mortgage, bona fide lien or other similar security instrument, which may then exist on or against any Lot.
- 9.3 If any person acquiring a Lot in this Subdivision shall violate or attempt to violate any of the restrictions herein set, it shall be lawful for any other person or persons owning a Lot or any interest therein in the Subdivision to prosecute proceedings in law or equity against any person or persons so violating or attempting to violate such restrictions, either to prevent such violation or such violator from so doing or to recover damages by reason of such violation; provided, however, that such proceedings; if conducted, shall be at the sole cost and expense of the person or persons prosecuting the same.

ARTICLE 10

Amendments and Extensions

All changes and amendments shall be in accordance with the platting and zoning procedure of the City, and those changes and amendments, which relate directly to the Association or the Common Areas shall be reviewed and approved by the City before enactment, and subject to the foregoing shall be as follows:

- a) Until at least seventy-five percent (75%) of the acreage, which has been or will be platted for residential use in the Greathouse Addition, Section 14, has been sold, the Developer may amend or change these Declarations and shall not be required to obtain the consent of the owners of Lots or tracts comprising this area.
- b) At any time after at least seventy-five percent (75%) of the Lots in Greathouse Addition, Section 14, whether as currently exists on or including additions made pursuant to Article 4 of this Declaration, are owned by individuals who have built or who are in the process of building for personal occupancy on their respective tracts, the Declarations set forth herein shall be subject to amendment or alteration by the affirmative vote of the owners of two-thirds (2/3) of the Members.

Any and all amendments to these Restrictions and Covenants shall be recorded in the office of the County Clerk in Midland County, Texas.

ARTICLE 11

Unenforceable Covenants

If one or more of the provisions contained in these Declarations shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of these Declarations.

Dated: September 25, 2017

LOS CONCHOS VENTURES LLC

By: Vicente Carrasco

Vicente Carrasco, Manager

Approved:

**CITY OF MIDLAND
PLANNING AND ZONING COMMISSION**

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 25th day of September, 2017 by Vicente Carrasco, Manager of Los Conchos Ventures LLC.

[SEAL]

[Signature]
Notary Public

