

**AMENDED AND RESTATED RESTRICTIVE COVENANTS  
FOR GREATHOUSE ADDITION, SECTION 5, AN ADDITION TO THE CITY OF  
MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT  
THEREOF, RECORDED IN CABINET G, PAGE 116, OF THE PLAT RECORDS OF  
MIDLAND COUNTY, TEXAS**

***PREAMBLE***

STATE OF TEXAS           §  
COUNTY OF MIDLAND   §

WHEREAS, Section 5 of the Greathouse Addition is part of Sec. 6, Block X, H.P. Hilliard Survey, Midland County, Texas and more particularly described in Cabinet G, Page 116, Plat Records of Midland County, Texas (“Section 5”); and

WHEREAS heretofore Greathouse Addition Section 5, is burdened by the Restrictive Covenants for Greathouse Addition, Section 5, recorded in Volume 2358, Page 438, Deed Records, Midland County, Texas; and

WHEREAS the undersigned, constituting at least two-thirds (2/3) of the Members of Section 5 desire to amend and restate the foregoing Restrictions with the following covenants and restrictions (the “Amendment”) specifying that this Amendment shall constitute covenants to run with all of the land as provided by law and shall be binding upon all future and current owners and other parties or persons claiming any interest therein.

NOW THEREFORE, by the approval of the required percentage Lot Owners, as evidenced by their signatures below, the Restrictions are hereby amended and restated as follows:

**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, an incorporated entity, together with its duly elected and appointed officers and representatives, the members of which shall be all of the Residential Lot Owners, 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. 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 which are reserved for the common use, enjoyment and Mutual benefit of the Residential Lot Owner and their guests. Common Areas shall also include landscaped median areas, including landscaped median areas licensed from the City of Midland, utility and drainage easements.

1.4 Developer shall mean and refer to Black Family Partnership, Ltd., Crump Family Partnership, Ltd. a/k/a Brighton Country Development, LLC, and Los Conchos Ventures, LLC, of Midland, Texas, together with its agents, successors and/or assigns.

1.5 Lot shall mean and refer to any numbered tract or parcel of land, embraced by and 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 Lots with one residence thereon shall be considered the owner of one Lot for purposes of membership in the Association and for assessments.

1.6 Member shall mean and refer to each and every Residential Lot Owner in the Subdivision.

1.7 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.

1.8 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.

1.9 Subdivision shall mean and refer to Greathouse as Platted and described above.

## ARTICLE 2

### Permitted and Prohibited Uses

2.1 No property or Lot shall be used for any purpose other than single-family residential. Lots may not be leased for any term shorter than ninety (90) days. Lots may not be used for commercial purposes of any other kind, except as provided herein.

2.2 No building shall be erected on any residential Lot except one single-family dwelling and outbuildings incidental to and used in connection with 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 Property shall consist of single-family dwelling units containing not less than one thousand eight hundred (1,800) square feet of livable floor space, shall be no more than two (2) stories in height and shall have a minimum of one thousand two hundred (1,200) square feet of livable floor space on the ground floor. Exceptions to this rule may be approved by an architectural control committee. The said committee is hereby established by these covenants and its members shall be initially appointed by the developer. After 75% of the lots in the subdivision have been sold then the duties and authority of the architectural control committee shall be governed by the homeowners association hereinafter established. All plans, remodels, additions, or alterations of any structure, building, fence, outbuilding, cabana, pool, or other improvements shall be reviewed by the architectural control committee before construction commences. The committee must approve any such construction, alteration, or improvement before any construction or improvement can commence.

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 lilt 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 must be built along the full street frontages of the Lot in accordance with city specifications.

2.6 No graveled or corrugated metal roofs shall be constructed on the Lots described here in.

2.7 Garages, which shall be only for the use of the occupants of the resident 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 premises.

2.8 Garbage receptacles shall be in complete conformity with sanitary rules and regulations heretofore or hereafter promulgated by the City of Midland.

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 land shall be made on the premises of a Lot.

2.11 Streets shall not be used by Residential Lot Owners for parking of their automobiles and vehicles except for occasional or temporary purposes. Occasional or temporary purposes shall mean no more than two (2) nights in any given week and no more than six (6) nights in any given month. Any Owner seeking a variance from this must gain prior written approval from the homeowners association.

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, 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 of the Lots subject hereto except one (1) small sign, not exceeding five (5) square feet in area, advertising the particular premises for sale or for rent, or one (I) 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.

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 property 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 serving the premises.

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 any underground irrigation system.

### **ARTICLE3**

#### **Streets, Utilities, Easements and Rights of Way**

3.1 All presently existing casements 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.

### **ARTICLE4**

#### **Additions to Subdivision**

4.1 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 (“Association”) has been created as a non-profit corporation under the laws of the State of Texas which shall have 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 covenants; 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). For persons already owning a Lot within the Subdivision, including the Developer, such persons shall become Members of the Association unless such persons execute an Election to be excluded from the Association. Membership shall be subject to all provisions of this declaration and to the Association's Articles of Incorporation and Bylaws, 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 interstate Succession, testamentary disposition, foreclosure of mortgage of record, or other legal process or by the relinquishment of membership upon the execution of an Election to be Excluded from the Association. The record owner of a Lot shall be entitled to one membership in the Association and one 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 platted Lot owned by the Developer.

5.3 The Developer Shall Convey Title. The Developer shall convey title to the Common Area, without charge and free of encumbrance, to the GREATHOUSE HOMEOWNERS ASSOCIATION when (a) 75% of the acreage which has been or will be platted for residential use in the Subdivision is occupied by Residential Lot Owners, or (b) January 31, 2013 (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 GREATHOUSE HOMEOWNERS 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.

## **ARTICLE6**

### **Common Areas Ownership, Use and Property Rights**

6.1 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 within this Subdivision. The costs of perpetual maintenance, upkeep and improvements thereon shall be borne on an equal basis by all the Members of the Association.

6.2 Land Use Within the Common Areas shall be restricted to activities and 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.

6.3 Dedication or Transfer of Fee Title to Common Areas to any individual, corporation, 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 of Midland except where the dedication or transfer is to the City of Midland.

## **ARTICLE7**

### **Assessments and Enforcement**

7.1 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 land and shall be a continuing lien upon the property against which each assessment is made. Any continuing lien created by an assessment pursuant to Sections 7.1 and 7.2 shall be a second lien behind and purchase money mortgage lien, or utility lien for water, sewer and garbage service provided by the City of Midland, but shall be ahead of all other (subsequent) liens against the property. 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 property 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.

7.2 Special assessments 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 for the purpose of 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.

7.3 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.

7.4 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 in such action, together with reasonable attorney's fees, shall be added to such assessment, and in the event a judgment is obtained, the judgment shall include interest and attorney's 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.

7.5 Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Covenants. The Association, by and through its Board, is authorized to adopt rules and regulations setting forth the procedures to be followed in connection with such enforcement and in implementing any fine or penalty as outlined below, except as otherwise reserved to the Members by law, by the Articles of Incorporation or by the Bylaws of the Association. Failure by the Association to enforce a Covenant will not be deemed a waiver of the right to do so. Invalidation of any of these Covenants by judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

7.6 Fines for Violation(s). If an Owner of any Lot fails to abide by the Covenants and if such failure or default continues uncured for seven (7) days after written notice thereof mailed to the Owner of the Lot at the Owner's last known address, the Association may (i) impose fines upon the Lot in amounts determined by the Association Board or (ii) go upon such Lot and correct the default, or (iii) suspend the Owner of the Lot's use of Common Areas, and in any of the foregoing (i)-(iii), the Association shall not be guilty of any manner of trespass or liability to the Owner in any respect as a result thereof and no Owner shall escape liability for Assessments by virtue of any such action by the Association. The Association may, in its discretion, take a combination of the foregoing actions and taking any one action shall not be deemed to prohibit taking additional action. In the event a violation is not of a continuing nature (i.e., single criminal acts, disruptive behavior requiring third party intervention, and the like), a written notice shall constitute a continuing written notice for such activity. Any further violations shall be deemed a failure or default and subject the Lot owner to enforcement as provided herein.

The Owner shall be obligated to reimburse the Association for all expenses incurred by it in performing any such work under (ii) above. Fines imposed by the Association Board under (i) above shall be defined and promulgated annually by the Board. A separate schedule of offenses and fines shall be published annually by the Board and shall continue in effect until a subsequent publication is made. The schedule of offenses and fines may be revised at any annual meeting of the Board or at any special meeting of the Board

called for the purpose of revising the schedule of offenses and fines. Each day shall constitute a separate offense for purposes of calculating any fine. Any default on the payment of the reimbursement or fines imposed by the Board shall be secured by a lien against the Lot in the same manner as the Assessments.

7.7 **Notice of Violation.** The Association shall provide a notice to each Owner of any Lot that violates the Covenants by certified mail, return receipt requested to the last known address on file with the Association for such Owner in conformance with the laws of the State of Texas.

7.8 **Liens.** Each Member is obligated to pay to the Association the Assessments which are secured by a continuing lien on the Lot against which the Assessment is made. In addition, each Member is obligated to pay to the Association any fine imposed upon the Owner or Lot for any violation in accordance with these Restrictive Covenants, which shall also be secured by a continuing lien on the Lot against which the fine is made. Any Assessment or fine not paid when due will be delinquent. If the Assessment or fine is not paid within thirty (30) days after the due date, the Assessment or fine will bear interest from the date of the notice of delinquency at the rate of the lesser of the maximum amount permitted by applicable law or ten percent (10%) per annum, whichever is greater, and the Association may bring an action at law against the Owner personally obligated to pay the Assessment or foreclose the lien against the property, and in either event, all interest, costs, and reasonable attorneys' fees of any such action will be added to the amount of the Assessment or fine. Foreclosure of any lien hereunder shall comply with the requirements of the laws of the State of Texas.

## **ARTICLE 8**

### **Duration and Enforcement**

8.1 The covenants, restrictions, reservations and servitudes herein set forth shall continue in full force and effect until December 31, 2020, after which time these covenants shall automatically extend for successive periods of ten (10) years unless an instrument is signed by Owners of at least two thirds (2/3) of all Lots recorded in the Official Public Records of Midland County, Texas which contains and sets forth an agreement to abolish these Covenants, restrictions, and reservations, provided however, that this agreement to abolish the covenants shall not be effective unless made and recorded one (1) year in advance of any renewal date of these covenants. To the extent this Amendment conflict with the provisions of the Restrictions and Covenants recorded at the Deed of Records of Midland County, Texas, the provisions of this Amendment shall govern.

8.2 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 tract.

8.3 If any person acquiring land or any interest therein in this Subdivision shall violate or attempt to violate any of the restrictions herein set forth before the expiration of these Covenants, it shall be lawful for any other person or persons owning land or any interest therein in said 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 9**

### **Amendments and Extensions**

9.1 All changes and amendments shall be in accordance with the platting and zoning procedure of the City of Midland, and those changes and amendments, which relate directly to the Association or the Common Areas shall be reviewed and approved by the City of Midland 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 Subdivision has been sold, the Developer may amend or change these Restrictions or Covenants and shall not be required to obtain the consent of the owners of Lots or tracts comprising this area.
- (b) Anytime after at least seventy-five percent (75%) of the acreage comprising the residential portion of the Subdivision, whether as currently exists on or including additions made pursuant to Article 4 of this Statement, is owned by individuals who have built or who are in the process of building for personal occupancy on their respective tracts, the Restrictions and Covenants set forth herein shall be subject to amendment or alteration by the affirmative vote of the owners of two thirds (2/3) of the average subject hereto. Upon any addition or annexation to Greathouse pursuant to Article 4 of this Statement, current ownership shall be calculated on the total average existing after the addition or annexation, including any acreage added or annexed to the residential portion of Greathouse.

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

## **ARTICLE 10**

### **Miscellaneous**

If one or more of the provisions contained in these Restrictions and Covenants 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 Restrictions and Covenants.

Dated: \_\_\_\_\_, 2020.