

File No. _____

RESTRICTIVE COVENANTS

(Subdivision/Deed Restrictions)

for

Hollow Tree Ranch Subdivision

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JIM WELLS §

WHEREAS, a map or plat of Hollow Tree Ranch Subdivision, (herein referred to as "**Subdivision**"), a subdivision located in Jim Wells County, Texas, and filed of record in the office of the County Clerk of Jim Wells County, Texas, on the **August 14, 2012**, and appears of record in Volume **12**, Page **59**, Map/Plat Records, Jim Wells County, Texas (containing **468.238 acres** of land) and **James Dean Ranch Developments, Ltd.**, a Texas Limited Partnership, (herein referred to as "**Developer**"), is the sole owner in fee simple of all property constituting this Subdivision, and for the benefit of itself and of any subsequent owner or owners of any Lots or Parcels of Land therein, do hereby **MAKE** and **PUBLISH** these limitations, restrictions and covenants which are to apply to and shall become a part of all contracts of sale, deeds, and other legal instruments whereby title or possession is divested out of the present owner and invested in other persons as to any and all lots, tracts, blocks, parcels of land or property rights or interest, contained in this Subdivision and said limitations, restrictions and covenants shall extend to and include the successors, assigns, devisees, lessees, and holders of every kind of any and all who may own, purchase and acquire any real property in this Subdivision from the undersigned, its successors and assigns:

NOW, THEREFORE, the following constitute the restrictions, limitations and covenants in regard to the construction, use, occupancy, and improvements within this Subdivision.

I. RECORDING

This instrument shall be placed of public record in the office of the County Clerk of Jim Wells County, Texas, and to which reference should be made in contracts of sale, deeds and other legal instruments executed by the undersigned, its successors and assigns, conveying any lot, block, tract, parcel of land or interest in this Subdivision.

II. SCOPE OF RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of this Subdivision and the Tracts, Lots and parcel of land therein contained, as a high-quality, restricted subdivision for private single-family residential, or recreational or limited agricultural purposes, the following restrictions, conditions and use limitations are hereby established, adopted and imposed upon each Lot or Parcel of Land in this Subdivision, which restrictions, conditions and use limitations shall constitute covenants running with the land, and shall be binding upon and inure to the benefit of the Property Owner, their heirs, its successors and assigns, and upon all persons acquiring property in this Subdivision, whether by purchase, lease, descent, devise, gift or otherwise, and each person, by the acceptance of title to any Lot or Parcel of Land located within this Subdivision, shall agree and covenant to abide by and perform the terms, conditions, restrictions and covenants as set forth herein. Such restrictions, conditions and use limitations shall be made a part of each contract and/or deed executed by, or on behalf of the Land Owner, conveying a Lot(s) or Parcel of Land within this Subdivision by reference to the place of record of this Instrument. By acceptance thereof, the grantee, and all persons claiming under the grantee, shall be subject to and bound thereby, and each such contract and/or deed shall be conclusively held to have been executed, delivered and accepted subject to all the terms, conditions, covenants and restrictions set out in this Instrument. In the event, however, of the failure of any contract and/or deed to any Lot(s) or Parcel of Land in this Subdivision to refer to this Instrument, this Instrument shall nevertheless be considered a part thereof, and any conveyance of such Lot(s) or Parcel of Land shall be construed to be subject to the terms of this Instrument.

III. DEFINITIONS

1. Reference to a "**Lot**" shall refer to one of several parcels of land into which the Property (468.238 acres of land) is divided and is a specific tract of land located within this Subdivision and shown as a specific lot on the recorded plat of **Hollow Tree Ranch Subdivision**.
2. The "**Developer**" is James Dean Ranch Developments, Ltd. whose address is: P.O. Box 248, Sandia, TX 78383.
3. References to "**Subdivision**" shall refer to **Hollow Tree Ranch Subdivision** as per a Plat thereof recorded at Vol. 12, Page 59 of the Jim Wells County Map/Plat records.
4. References to "**Person**" shall include partnerships, corporations, and all other entities or forms of ownership.
5. Reference to "**Property**" shall refer to any and all land and improvements located within this Subdivision, included but not limited to Lots and Parcels of Land.
6. Reference to "**Dwelling or Dwellings**" shall refer to single-family resident (site-built homes) located in this Subdivision.
7. Reference to this "**Instrument**" shall refer to the terms and conditions contained in these Restrictive Covenants for **Hollow Tree Ranch Subdivision**.
8. Reference to a "**Parcel of Land**" is any portion of land, which has been leased, deeded or otherwise conveyed or partitioned from within the Subdivision.
9. Reference to "**Land Owner**" or "**Property Owner**" shall refer to a Person who owns Property within the Subdivision.
10. References to the "**Restrictions**" shall refer to all terms, conditions, covenants, limitations, and Restrictions hereby placed on the Subdivision and shall be construed to be Subdivision Restrictions and Deed Restrictions.
11. Reference to "**Restrictions Committee**" (herein referred to as "**Committee**") shall refer to the Restrictions Committee created in this Instrument.
12. Reference to "**Set-Back**" or "**Building-Lines**" shall refer to non-building areas between lot lines and location of Structures.
13. Reference to "**Site-Built**" shall refer to buildings or other structures, which are constructed on a building site, within the Subdivision.
14. Reference to "**Structure**" shall refer to that which is built, constructed or placed within the Subdivision, including but not limited to all buildings.

IV. THE RESTRICTIONS COMMITTEE

The following Restrictions Committee is hereby established, adopted and imposed upon the Property, to-wit:

The Committee shall be initially composed of only James H. Dean. A majority of the Committee may designate a representative to act for it. The Committee may elect at any time to organize itself as a nonprofit corporation or any other entity under the name of the Committee or some similar name and adopt articles of incorporation and bylaws consistent with the provisions of these Restrictions. No member of the Committee shall be entitled to any compensation for services performed pursuant to these Restrictions. All actions of the Committee in approving or disapproving matters under these restrictions shall be by the action of a majority of the then existing Committee Members. Failure to submit plans and specifications to the Committee will void all time requirements regarding approval or disapproval by the Committee. The Committee assumes no liability for noncompliance with these Restrictions, and it may, within its total discretion, elect to take no action concerning the enforcement of these Restrictions. The Committee shall disband and cease to exist upon the termination of these restrictions.

At anytime, on or before two years from the date of recording of these Restrictions, Developer will appoint a new Restrictions Committee consisting of three (3) Property Owners to serve for a three (3) year period. After the expiration of the first three-year term, the Committee will consist of three (3) Property Owners elected by a majority (in interest) of the owners of Property in this Subdivision; a new election shall be held each three (3) years thereafter.

In the event the election is not held at the time specified, the then existing Committee shall continue to serve until a new one is duly elected.

The Restrictions Committee, (herein referred to as "**Committee**"), is hereby created, which shall be composed of three (3) members, as provided herein. Such Committee shall be appointed or removed by the Property Owners, which represent a majority of the land area contained in this Subdivision. In the event of the death or resignation of any member of said Committee, the replacement shall be filled by appointment by the remaining committee members or an election may be held. Each Property Owner's vote shall be in proportion to their share of the total land contained in this Subdivision. By way of example, if the total acreage within the Subdivision is 100 acres and a person owns a 5-acre Lot or Parcel of Land, that Property Owner would have the right to cast 5% of the votes. Under this example, the Property Owners of more than 50 acres would comprise a majority.

2. The purpose of the Committee is to interpret the restrictions, conditions, use limitations, and covenants contained herein, and the conclusion of the Committee shall be binding on all parties including Property Owners in the Subdivision.

3. The Committee shall have the right and authority to waive, modify, alter, change or approve any covenant, term, condition or restriction where, in the opinion of the Committee, such change is necessary or required for the advantage and best appearance of the Subdivision, in accordance to the following, provisions to-wit:

(a) The Committee, with the consent of the Land Owners which represent at least two thirds (2/3) of the land area in the Subdivision, may at any time waive, modify, alter, amend, change or terminate any portion or all of the restrictions contained herein by filing the terms of said instrument in the office of the County Clerk of Jim Wells County, Texas, or in such office as conveyances of real estate may then be required to be filed, and thereafter the restrictions, conditions, use limitations and covenants set forth in this Instrument shall be null, void and of no further force or effect, or shall be modified or revised as such recorded instrument may direct. However, if the Developer owns any land in the Subdivision, within 10 days after being notified by the Committee, that 2/3 of the Land Owners have consented to a change, the Developer hereby reserves the right to veto said proposed changes.

4. No building or any other structure or improvement shall be created, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Committee as to quality of workmanship and materials, harmony of external design with these Restrictions and as to location with respect to topography, and finish grade elevation, lot boundary lines (Set-Back or Building-Lines requirements) and conformity with all other provisions of the restrictions and covenants contained herein.

5. Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of such plans and specifications will be retained by the Committee and the other complete set will be marked "Approved" and returned to the Property Owner. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval.

6. No Structure constructed in the Subdivision shall thereafter be altered, changed or modified in any manner without approval in writing from the Committee, including and not being limited to the closing-in of carports or garages, changing or closing-in of porches, covered breezeways, covered patios, nor changing of exterior walls, or any other addition to or alteration of a Structure in the Subdivision.

7. The Committee's approval or disapproval as required in these Restrictions shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it and if no suit to enjoin the construction is commenced prior to the completion of such construction, then approval is presumed.

V. RESTRICTIONS AND LAND USE

All the Restrictions herein contained shall extend to and include the heirs, successors, assigns, devisee, lessees, and holders of every kind, who may purchase, acquire, or occupy any Property interest of any type, nature or degree in the Property.

These Restrictions shall be for the purpose of carrying out a uniform plan of improvements and sale of the Property and for the purpose of maintaining, the following limitations, restrictions and conditions on the use of the Property are hereby established, adopted and imposed upon the Property, **to-wit:**

1. All of the Property shall be used exclusively for private, single-family residential or private recreational or limited agricultural purposes. The Property shall not be used for a business or commercial purpose, other than for limited agriculture purposes (as described herein).

2. No subdivision of any Lot within the Subdivision will be permitted LESS THAN 10 ACRES therefore no Lot shall be divided or sold in Parcels of Land LESS THAN 10 ACRES. No Lot shall be replatted or divided into two or more Lots or Parcels of Land LESS THAN 10 ACRES EACH.

By way of example, if the total acreage within a Lot is 25 acres of Land, the Property Owner would have the right to subdivide and/or sell the 25 acres in two Lots or Parcels of land such as one 15 acre tract and another 10 acre tract, so long as neither of the two lots or Parcels of land are THAN 10 ACRES EACH.

By way of example, if the total acreage within a Lot is 19.99 ACRES OR LESS, the Property Owner would not have the right to subdivide and/or sell said Lot in two Lots or Parcels of land because neither of the two Lots or Parcels of land would contain the required minimum of 10 ACRES EACH.

3. No more than One (1) dwelling unit shall be permitted on any Lot unless said Lot is 20 acres or more. In that event One (1) dwelling unit shall be permitted on each 10 acres. However, one detached guest house or servant's quarters shall be permitted in conjunction with each dwelling unit.

By way of example, if the total acreage within a Lot is 25 acres of Land, the Property Owner would have the right to construct two (2) dwelling units on said Lot (one per each 10 ac.)

By way of example, if the total acreage within a Lot is 19.99 ACRES OR LESS the Property Owner would have the right to construct only One (1) dwelling unit on said Lot.

4. RESTRICTION NOTATION

ALL LOTS OR PARCELS OF LAND IN THIS SUBDIVISION, ARE ADDITIONALLY SUBJECT TO ALL DEED RESTRICTIONS, EASEMENTS, RESERVATIONS AND ALL OTHER MATTERS AS FILED OF RECORD IN THE OFFICIAL RECORDS OF JIM WELLS COUNTY, TEXAS (including, but not limited to) contained in all deeds to Lots and contained in that certain deed to James Dean Ranch Developments, Ltd. recorded in Volume 1165, Page 279, Official Records, Jim Wells County, Texas and the plat of Hollow Tree Ranch Subdivision, recorded in Volume 12, Page 59, Map/Plat Records, Jim Wells County, Texas

5. SIZE, DESIGN AND PLACEMENT OF IMPROVEMENTS

Limitation on Dwellings: No more than One (1) dwelling unit shall be permitted on any Lot unless said Lot is 20 acres or more. In that event One (1) dwelling unit shall be permitted on each 10 acres. However, one detached guest house or servant's quarters shall be permitted in conjunction with each dwelling unit.

By way of example, if the total acreage within a Lot is 25 acres of Land, the Property Owner would have the right to construct two (2) dwelling units on said Lot (one per each 10 ac.)

By way of example, if the total acreage within a Lot is 19.99 ACRES OR LESS the Property Owner would have the right to construct only One (1) dwelling unit on said Lot.

All Dwellings must be "Site-Built" (constructed on its own individual building site) and must be attractive and maintained in such a way as to present an attractive appearance.

(a) **Floor Area Limitations:** No Dwelling shall be permitted on any Lot or Parcel of Land unless it complies with the following:

(b) No dwelling shall exceed three (3) stories in height.

(c) The enclosed ground floor area of all Dwellings of any one-story residence, exclusive of porches, garages (whether attached or detached), patios, breezeways or other appendages, shall contain a minimum Twelve Hundred fifty (1250) square feet.

(d) The enclosed ground floor area of any two-story Dwelling, exclusive of porches, garages (whether attached or detached), patios breezeways or other appendages, shall contain a minimum of One Thousand (1000) square feet, plus at least Five Hundred (500) square feet on second story.

(e) **Exterior Walls:** The exterior walls of each Dwelling shall be at least sixty-five percent (65%) masonry, which shall include, but shall not be limited to, natural stone, stucco, brick, or a veneer of them or "Hardi-Plank". In computing this masonry requirement, all doors and windows openings and gables shall be excluded in determining the area of the exterior walls. The materials used on the remaining portions of the exterior walls and other surface areas of the Dwelling, and on any outbuilding or appendage thereto, except green houses, must be in harmony with the general architectural design of the Dwelling, as determined by the Committee.

4. **BUILDING-LINES:** Any Dwelling or other Structures (including water wells, septic tanks, barns, sheds, or any other buildings) shall be Set-Back from the front boundary line of each Lot fronting Hwy 359 at least 200 feet and all other Lots shall have Building Set-Back from the front boundary line of each Lot of at least 50 feet. All Dwellings or other Structures (including water wells, septic tanks, barns, sheds, or any other buildings) shall be Set-Back from the side and back/rear boundary lines of each lot or tract at least 25 feet.

5. With reasonable diligence, and in all events from the commencement of construction, any dwelling, structure or building commenced shall be completed as to its exterior within six (6) months and totally completed within one (1) year.

6. **ANIMALS, PETS, AND LIVESTOCK:**

(a) Dogs, cats and other domesticated household pets are allowed subject to the following restrictions:

(i) All animals must be vaccinated against rabies and any other disease, which would make the animal a danger to humans.

(ii) No animal will be allowed to become a nuisance.

(iii) All animals with the propensity or desire to wander must be kept in an enclosed area.

(iv) Any animal with propensity to harm animals or humans or with a vicious nature shall be kept in a secure enclosure.

(v) Dogs and other pets shall not be allowed to range outside of any Property Owner's boundary lines.

(b) Limited Agriculture Use shall be permitted as described below:

(i) No feedlots (commercial or otherwise) shall be located on the Property.

(ii) No more than the following farm animals (excluding swine) shall be kept or maintained on any Lot or Tract of less than 10 acres (a) 6 cows, or horses combined (b) plus 10 sheep or goats (c) plus 15 chickens, turkeys or rabbits, combined. Farm animals may include sheep, goats, cows, horses, chickens, turkeys, rabbits, etc.

(iii) No hogs or swine shall be kept or maintained on any Lot or on the Property except (SHORT TERM PROJECTS, BUT NOT BREEDING PROJECTS) will be allowed for 4H and/or other school projects. Any projects will be only for resident's children.

(iv) No wild animal (considered dangerous by the Committee) shall be kept in captivity or otherwise on any portion of the Property.

7. **GENERAL USE RESTRICTIONS:**

No used Dwelling or Structure of any kind shall be moved onto any part of the Property.

(a) No mobile home, travel trailer, garage, shack, temporary building or tent shall be permitted for extended use (over 60 days) as living quarters, except a garage apartment will be permitted provided it is built in conjunction with the main Dwelling.

(b) **The Property (including, all Dwellings) shall be serviced with Water and Sanitary Sewer by a Private Water Well and a Private Septic System at each Owners sole cost and expense.** Septic systems shall be used in connection with Dwellings on any Lot in this Subdivision. Such septic systems must be of a type requiring the use of a septic tank and field drain as set forth in the Health and Safety Code and the Property Code (Vernon's Texas Codes Annotated) or other similar types approved and inspected by the Texas State Health Department and/or the County of Jim Wells. In no event will a cesspool, open toilet or outdoor toilet be permitted in the Subdivision

(except approved portable toilets associated with new construction). No part of the septic system shall be within twenty-five (25) feet of any property line. No dwelling shall be occupied without an approved water well and private septic system.

(c) No part of the Property shall be used as a junkyard or for the accumulation of scrap or used materials, and no unlicensed vehicles will be permitted on the Property, nor shall any actions or activities be permitted on the Property that are unlawful, immoral, or an annoyance or nuisance to adjacent Property Owners. Any determination by the Committee that any activity is immoral, undesirable, offensive, nuisance, annoyance or unlawful, shall be final and binding on all parties. No portion of the Property may be used as a trailer park. No trash, debris, or garbage may be allowed to accumulate, but must be removed from the Property. The Property must be kept neat, clean and mowed at all times.

(d) If the Property is subject to a pipeline easement, no structure shall be erected on or over said easement.

(e) No boats, boat trailers, travel trailers, campers, recreational vehicles, motor homes or other similar property shall be allowed to remain on the Property unless such items are regularly and frequently used by the Property Owner, and are well-maintained and neat in appearance, stored behind or beside the improvements (such as Dwelling, garage, or storage barn).

(f) The storage of junked, abandoned or wrecked items such as motor vehicles, boats, or other equipment or materials shall not be permitted on the Property. No car, boat or other vehicle or equipment not in running condition or not regularly used by the Property Owner shall be allowed to remain on the Property for more than one month unless in enclosed storage. The repairing of motor vehicles, boats, or other major items of a mechanical nature shall not be permitted on the Property except within a garage or other comparable enclosed structure or screened from view from all roadways.

8. NUISANCES

(a) No noxious or offensive activity shall be carried on upon any portion of the Property, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighbor-hood.

(b) Hunting, trapping, or harming of game animals and Discharge of firearms is prohibited, (except for protection of man or property) on any Lot or Tract of less than 10 acres.

9. LOT MAINTENANCE, GARBAGE AND REFUSE DISPOSAL

(a) The Property Owners or occupants of Lots shall keep all weeds and grass cut so that the Lots (whether vacant or having improvements) are, at all times, in a sanitary, healthful and attractive condition. Property Owners shall not use any Lot for storage of materials and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted.

(b) Upkeep: The Property Owner or occupant of each Lot in this Subdivision shall be responsible for proper maintenance and upkeep of such Lot at all times. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage or any such like. The Property Owner shall keep any weeds on such Lot neatly mowed, and shall not permit the accumulation of trash, rubbish or other unsightly articles on said Lot or the abutting easements or streets. The area between the pavement and the lot line shall also be kept and maintained by the Property Owner of the abutting lot. If any Property Owner does not comply with the terms of this paragraph, then the other Property Owners are authorized to have such Lot cleaned and maintained in order to comply with the provisions of this paragraph for the account of the Property Owner of said Lot, and the other Property Owners shall be entitled to reimbursement of the amount of any reasonable expenses so incurred by them from the Property Owners for whose account and benefit such maintenance and upkeep was performed.

(c) No open pits for the disposal of any type of garbage or refuse or oilfield waste may be opened and/or maintained and no open pits for the sale of caliche or any other minerals shall be opened, or caliche sold, or gravel taken or any other minerals mined from any portion of the Property.

VI. DURATION OF RESTRICTIONS

These Restrictions shall remain in force for thirty (30) years from the date of these Restrictions.

VII. ENFORCEMENT of RESTRICTIONS

The Restrictions herein set forth shall be binding upon Developer, its heirs, successors and assigns, and all parties claiming by, through, or under them and all subsequent owners of the Property, each of whom shall be obligated and bound to observe these Restrictions; provided, however, that no such persons shall be liable except with respect to breaches committed during its ownership of the Property. The violation of any term or provision of these Restrictions shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against the Property, but such liens may be enforced as against the Property subject, nevertheless, to the terms of these Restrictions. The Committee shall have the right to enforce observance or performance of the provisions of these Restrictions. If any person violates or attempts to violate any term or provision of these Restrictions, it shall be lawful for the Committee to prosecute proceedings at law or in equity against the person(s) violating or attempting to violate any term or provision of these Restrictions, in order to accomplish any one or more of the following: to prevent them from so doing; to correct such violation; to recover damages (including legal fees); or to obtain such other relief for such violation as then may be legally available. Any violation, or attempted violation, of any of the foregoing Restrictions may be enjoined by the Committee or affected Land Owner(s), and damages may be recovered for the breach of any Restriction, but it is understood that the breach, or attempted breach, of any of these Restrictions, shall not forfeit or cause a forfeiture or reversion of the title of any of the Property. Failure to take action to stop a violation of these Restrictions shall not constitute an estoppel to institution of proceedings to prevent or halt said violation(s) or any other violations or future/further violations. Any delinquency or delay to enforce the correction of any violation of these Restrictions shall not operate as a waiver of such violation. Should any portions of these Restrictions 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 of these Restrictions.

VIII. DEDICATION

This instrument of dedication of restrictive covenants relates to and affects only the property covered by the map or plat of this Subdivision.

IX. SEVERABILITY

Invalidation of any of the terms, provisions or covenants contained in this instrument by judgment or court order shall not in any way affect any of the other terms, provisions or covenants set forth in this instrument, which shall remain in full force and effect.

Executed this 16th day of August, 2012.

JAMES DEAN RANCH DEVELOPMENTS, LTD.

By: [Signature]
James H. Dean, General Partner

THE STATE OF TEXAS §

COUNTY OF JIM WELLS §

This instrument was acknowledged before me on the 16th day of August, 2012 by James H. Dean (in his official representative capacity) as General Partner of James Dean Ranch Developments, Ltd.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

39-1453
AFTER RECORDING RETURN TO:

Erck, JAMES
P.O. Drawer 4040
Albino, TX 78338

Bk	Vol	Pg
419516	OR	1165
		351

Filed for Record in:
Jim Wells County

On: Aug 17, 2012 at 02:40P

As a
Recording

Document Number: 419516

Amount: 39.00

Receipt Number - 66988

By:
Eva Silva

STATE OF TEXAS

COUNTY OF JIM WELLS

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:

Jim Wells County
as stamped hereon by me.

Aug 17, 2012

JC Perez III, County Clerk
Jim Wells County

*Return
James A Erick
PO Drawer 4046
Alice*