

*North Park Estates of the S.E.*  
*A subdivision of the west 89.7 Acres of the S.E.*  
*1/4 of Sec. 3, Block 1, TTRR Co. Survey, Randall Co. Texas.*

RESTRICTIONS ON 5.10 ACRES OF LAND OUT OF  
SECTION 3, BLOCK 1, TTRR CO. SURVEY,  
RANDALL COUNTY, TEXAS

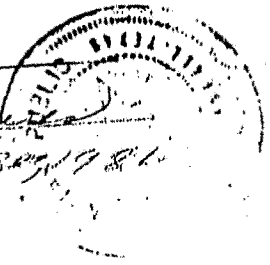
1. No business or industrial enterprise, except agricultural purposes, shall be conducted upon the above described property or any subdivision thereof, nor shall anything be done thereon that may be or become annoyance or nuisance to the neighborhood.
2. Livestock kept on the above described property, or any subdivision thereof, shall not exceed one (1) animal unit of cattle or horses, as specified by the Bureau of Land Management Description of Animal Units, for each one (1) acre of the above described property, or any subdivision thereof. Such animals shall not be permitted to run at large on adjoining properties, but must be kept on the property belonging to the owner of such animals.
3. No animal shelter shall be so near to an adjoining property owner's residence as to create a nuisance, nor shall same be closer than 200 feet from the frontage road running in front of the property.
4. All main dwelling structures shall have not less than 1200 square feet of ground floor space, exclusive of open porches and garages.
5. The above described property or any subdivision thereof shall not be used for other than residential or agricultural purposes, except that no livestock or poultry of any type or nature, except for cattle or horses, as set forth in Number 2 hereinabove, shall be allowed on the above described property or any subdivision thereof.
6. No surface toilets shall be constructed or maintained on the above described property or any subdivision thereof, and all septic tanks shall conform to specifications required by the Federal Housing Administration that are in effect at the time of the construction of such septic tank.
7. Trailers, garages or out buildings may be used as a residence temporarily on the above described property or any subdivision thereof but such trailers, garages, or out buildings shall not be used as a temporary residence for longer than two years.
8. No building shall be moved onto the above described property or any subdivision thereof except for new construction.
9. All main dwelling structures located on the above described property shall consist of at least 50 per cent masonry exterior with masonry defined as brick, tile, stucco, or concrete.
10. Houses and other structures, except fences, shall be set back from the front of the above described property or any subdivision not less than 20 feet from the front and 5 feet from either side of the above described property or any subdivision thereof.

The above covenants, conditions and restrictions are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring the above described property or any subdivision thereof whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to the above described property or any subdivision thereof shall thereby agree and covenant to abide by and fully perform the foregoing covenants, conditions and restrictions. These covenants, conditions and restrictions are to run with the land and shall be binding for a period of 30 years from the date hereof; at the end of such period,

said covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years, unless, by a vote to amend or release same by a three-fourths majority of the then owners of the above described property (each tract subdivided out of the above described property having one vote) at an election prior to the expiration of said 30 year period and filed of record in the Deed Records of Randall County, Texas. If any person or persons shall violate or attempt to violate any of the covenants, conditions and restrictions herein, it shall be lawful for Grantor herein, its successors and assigns, or any person or persons owning any interest in the above described property or subdivision thereof to institute a proceeding at law or in equity against the person or persons from such act or acts or to correct such violation or to recover damages or other relief for such violation. Invalidation of any one or any part of these covenants, conditions or restrictions by judgment or court order shall in nowise affect any of the other provisions or parts of provisions which shall remain in full force and effect. In no event shall the title ever revert by reason of any violation of any covenant, condition or restriction herein contained.

Dated this 11 day of July, 1984.

Aradex Farms Inc.  
[Signature]

Hallin Bogle  
Commissioner of Public Safety  
June 30, 1984  


285184

RESTRICTIONS

North Park Estates 17

To

The Public 93

FILED FOR RECORD

4:30 pm

24 O'Clock

JUL 11 1964

LEROY HUTTON

County Clerk, Randall County, Texas

By P. Smith 50

Deputy

Recorded: 7-12-84

VOL.

Overland Interprises  
23001 Conner Dr.

Canym. 2X 79015

PAGE 126

*North Park Estates*  
*A subdivision of the west 89.7 Acres of the S.E.*  
*1/4 of Sec. 3, Block 1, TTRR Co. Survey, Randall Co. Texas.*

RESTRICTIONS ON 89.7 ACRES OF LAND OUT OF  
SECTION 3, BLOCK 1, TTRR CO. SURVEY,  
RANDALL COUNTY, TEXAS

1. No business or industrial enterprise, except agricultural purposes, shall be conducted upon the above described property or any subdivision thereof, nor shall anything be done thereon that may be or become annoyance or nuisance to the neighborhood.
2. Livestock kept on the above described property, or any subdivision thereof, shall not exceed one (1) animal unit of cattle or horses, as specified by the Bureau of Land Management Description of Animal Units, for each one (1) acre of the above described property, or any subdivision thereof. Such animals shall not be permitted to run at large on adjoining properties, but must be kept on the property belonging to the owner of such animals.
3. No animal shelter shall be so near to an adjoining property owner's residence as to create a nuisance, nor shall same be closer than 200 feet from the frontage road running in front of the property.
4. All main dwelling structures shall have not less than 1200 square feet of ground floor space, exclusive of open porches and garages.
5. The above described property or any subdivision thereof shall not be used for other than residential or agricultural purposes, except that no livestock or poultry of any type or nature, except for cattle or horses, as set forth in Number 2 hereinabove, shall be allowed on the above described property or any subdivision thereof.
6. No surface toilets shall be constructed or maintained on the above described property or any subdivision thereof, and all septic tanks shall conform to specifications required by the Federal Housing Administration that are in effect at the time of the construction of such septic tank.
7. Trailers, garages or out buildings may be used as a residence temporarily on the above described property or any subdivision thereof but such trailers, garages, or out buildings shall not be used as a temporary residence for longer than two years.
8. No building shall be moved onto the above described property or any subdivision thereof except for new construction.
9. All main dwelling structures located on the above described property shall consist of at least 50 per cent masonry exterior with masonry defined as brick, tile, stucco, or concrete.
10. Houses and other structures, except fences, shall be set back from the front of the above described property or any subdivision not less than 20 feet from the front and 5 feet from either side of the above described property or any subdivision thereof.

The above covenants, conditions and restrictions are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring the above described property or any subdivision thereof whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to the above described property or any subdivision thereof shall thereby agree and covenant to abide by and fully perform the foregoing covenants, conditions and restrictions. These covenants, conditions and restrictions are to run with the land and shall be binding for a period of 30 years from the date hereof; at the end of such period,

said covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years, unless, by a vote to amend or release same by a three-fourths majority of the then owners of the above described property (each tract subdivided out of the above described property having one vote) at an election prior to the expiration of said 30 year period and filed of record in the Deed Records of Randall County, Texas. If any person or persons shall violate or attempt to violate any of the covenants, conditions and restrictions herein, it shall be lawful for Grantor herein, its successors and assigns, or any person or persons owning any interest in the above described property or subdivision thereof to institute a proceeding at law or in equity against the person or persons from such act or acts or to correct such violation or to recover damages or other relief for such violation. Invalidation of any one or any part of these covenants, conditions, or restrictions by judgment or court order shall in nowise affect any of the other provisions or parts of provisions which shall remain in full force and effect. In no event shall the title ever revert by reason of any violation of any covenant, condition or restriction herein contained.

Dated this 11 day of July, 1984.

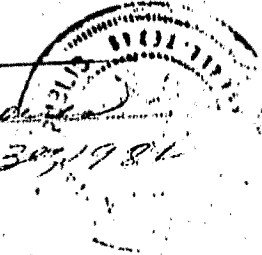
Wesley Farms Inc.

[Signature]

Hallin Bogle

Commissioner of Public Safety

June 30, 1984



290600

CORRECTION RESTRICTIONS

North Park Estates 77

TO

The Public 91J

FILED FOR RECORD

At 12:45 O'clock PM

OCT 15 1984

LEROY HUTTON

County Clerk, Randall County, Texas

*[Signature]*

Digital

Recorded: 10-16-84

\$5.00

Gerald Enterprises  
3201 Conner Drive  
Canyon, TX 79015



## RATIFICATION OF DEED RESTRICTIONS

THE STATE OF TEXAS     §  
   §  
 COUNTY OF RANDALL     §

KNOW ALL MEN BY THESE PRESENTS:

The undersigned are owners of lots in the North Park Estates Subdivision of Randall County, Texas, and Michael D. Pierce and Korena Danette Pierce, husband and wife, owners of an adjacent tract (the "Pierce Tract"), all located in the Southeast Quarter of Section 3, Block No. 1, T.T.R.R. Co. Survey. The North Park Estates subdivision is described in the plat recorded at Volume 637, Page 349 of the Randall County Deed Records.

The real property referenced in the Vol. 637, Page 349 plat (less Tract 4) is subject to certain restrictions and covenants running with the land as described in that instrument recorded at Volume 892, Page 124 of the Deed Records of Randall County, Texas. Pursuant to the first sentence of the last paragraph of such restrictions and covenants, the restrictions provide as follows:

The above covenants, conditions, and restrictions are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring the above described property or any subdivision thereof whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to the above described property or any subdivision thereof shall thereby agree and covenant to abide by and fully perform the foregoing covenants, conditions and restrictions.

Said deed restrictions further state that the restrictions may be amended by a vote of three-fourths (3/4) majority of the then owners of the above-described property, with each tract subdivided out of the above-described property having one vote, at an election prior to the expiration of said thirty (30) year period and filed of record in the Deed Records of Randall County, Texas.

In June of 1998, prior the expiration of thirty (30) years from the date of original recordation of the deed restrictions and covenants running with the land, the landowners who constituted more than three-fourths (3/4) of the owners of each Tract which has been subdivided out of North Park Estates agreed to amend the above-referenced deed restrictions as described in the Modification of Deed Restrictions on an 89.7 Acre Tract of Land in the S/E 1/4 of Section 3, Block No. 1, T.T.R.R.Co. Survey, Randall County, Texas, such Modification being recorded at Volume 1850, Page 452 of the Official Public Records of Randall County, Texas. As modified by the June 1998 Modification, the restrictions and covenants running with the land which are set out in the North Park Estates Restrictions are hereby ratified and confirmed, and (as modified) have been extended for a ten (10) year period beginning on July 11, 2014, through July 11, 2024.

Additionally, Michael D. Pierce and Korena Danette Pierce, are the owners of the following real property (the "Pierce Tract"):

An approximate 5.10 acre tract of land out of Section 3, Block 1, T.T. Railroad Company Survey, Randall County, Texas and being described by metes and bounds as follows, to wit:

BEGINNING at the Southeast corner of Section 3, Block 2, T.T. Railroad Company Survey, Randall County, Texas;

THENCE N. 89° 56' 50" West along the South line of Section No. 3, a distance of 1520.05 feet to a point, the Southeast and BEGINNING POINT of this tract;

THENCE North 89° 56' 50" West along the South line of Section No. 3, a distance of 275.02 feet to a point, the Southwest corner of this tract, from whence a ½" iron rod bears South 89° 56' 50" East, 30 feet and North 00° 05' 30" East, 50 feet;

THENCE North 00° 05' 30" East, 807.77 feet to a point, the Northwest corner of this tract;

THENCE South 89° 56' 50" East parallel to the South line of Section

No. 3, at a distance of 30.0 feet pass a 1/2" iron rod, at a total distance of 275.02 feet a 1/2" iron rod, the Northeast corner of this tract and the Northwest corner of a survey recorded in Book 13, Page 98 of the Surveyor's Records of Randall County, Texas;

THENCE S. 00° 05' 30" West at 757.77 feet pass a 1/2" iron rod, at a total distance of 807.77 feet the Southeast and BEGINNING corner of this tract, and containing 5.10 acres, more or less.

SAVE AND EXCEPT a 30' strip of and paralleling to the West boundary of said tract, said 30' strip being described as follows:

BEGINNING at the Northwest corner of the hereinabove described tract, same being the Northwest and BEGINNING CORNER of this tract;

THENCE East 30 feet to a point in the North line of said tract and being the Northeast corner of said strip;


THENCE South 757.77 feet to a point being the Southeast corner of said strip;


THENCE West to a point being the Southwest corner of said tract;


THENCE North 757.77 feet to the PLACE OF BEGINNING.

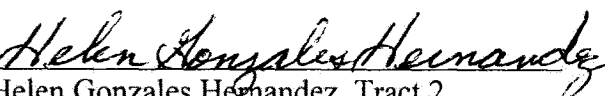
which Tract adjoins the North Park Estate Subdivision and which is referred to herein as the "Pierce Tract." Michael D. Pierce and Korena Danette Pierce join in the Restrictions, as modified, and grant to all other owners of North Park Estate Subdivision, as covenants running with the land, the right to enforce the Restrictions, as modified, against the Pierce Tract. The undersigned owners of North Park Estates Subdivision accept the Pierce Tract into the orth Park Estates Subdivision, and grant to the present and future owners of the Pierce Tract the right to enforce the Restrictions, as modified, against their North Park Estate Subdivision Tracts.

**North Park Estates Subdivision Owners:**

  
Rodney Wade Littlefield, Tract 1  
Dated: 2-22-17

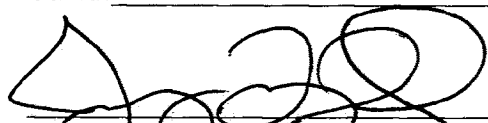
  
Linda G. Littlefield, Tract 1  
Dated: 2/23/2017

  
Pedro Hernandez, Tract 2  
Dated: March 20, 2017

  
Helen Gonzales Hernandez, Tract 2  
Dated: 3-20-2017

Darren Eng, Tract 3

Dated: \_\_\_\_\_

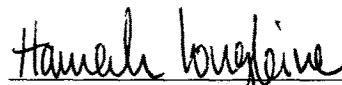


Jeremy Longbine, S. 201.94 feet of Tract 5

Dated: 2/28/2017

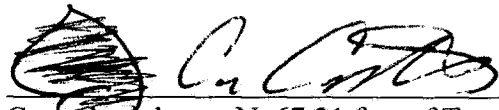
Sandra Eng, Tract 3

Dated: \_\_\_\_\_



Hannah Longbine, S. 201.94 feet of Tract 5

Dated: 2-28-2017



Cory Castleberry, N. 67.31 feet of Tract 5 and S. 134.62 feet of Tract 6

Dated: 3/3/17



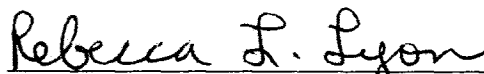
Lana Castleberry, N. 67.31 feet of Tract 5 and S. 134.62 feet of Tract 6

Dated: 3/21/2017



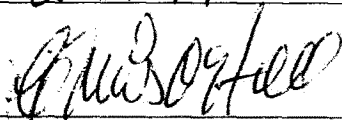
Derek A. Lyon, N. 134.52 feet of Tract 6 and Tract 7

Dated: 2-17-17



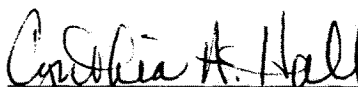
Rebecca L. Lyon, N. 134.52 feet of Tract 6 and Tract 7

Dated: 2-17-17



Chris A. Hall, Tracts 8, 9, 14, 15, and 16

Dated: 2-27-17



Cynthia A. Hall, Tracts 8, 9, 14, 15 and 16

Dated: 2/24/17



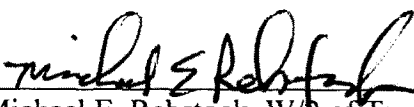
Floyd Leon Park, Tract 10

Dated: 2-17-17



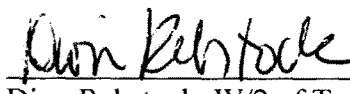
Cheral Rae Park, Tract 10

Dated: 2-17-17



Michael E. Rebstock, W/2 of Tract 11

Dated: 3-22-17



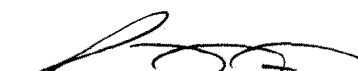
Dion Rebstock, W/2 of Tract 11

Dated: 3-22-17



Robert L. Devin, .30 acre tract on E/2 of Tract 11

Dated: 2-17-17



Robert L. Devin Trust, E/2 of Tract 11, less .30 acre homesite, and Tracts 12 and 13

Dated: 2-17-17

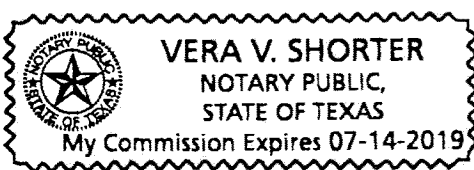
Elton K. Lane  
Elton K. Lane, Tract 17  
Dated: 3-3-17

Martha J. Lane  
Martha J. Lane, Tract 17  
Dated: March 3, 2017

ACKNOWLEDGMENTS

STATE OF TEXAS )  
COUNTY OF Randall : ss )

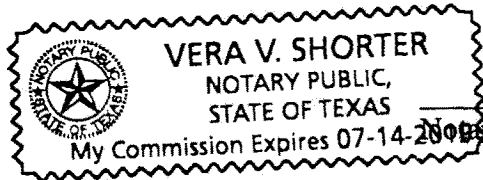
The foregoing instrument was acknowledged before me on the 3<sup>rd</sup> day of March 20 17, by Elton K. Lane.



Vera V. Shorter  
Notary Public, State of Texas

STATE OF TEXAS )  
COUNTY OF Randall : ss )

The foregoing instrument was acknowledged before me on the 3<sup>rd</sup> day of March 20 17, by Martha J. Lane.



Vera V. Shorter  
Notary Public, State of Texas

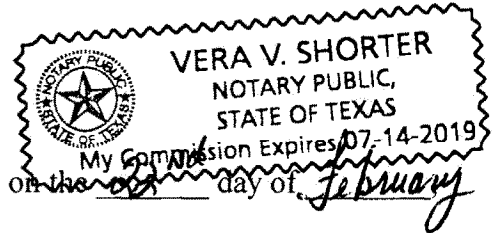
Pierce Tract Owners:

Michael D. Pierce  
Michael D. Pierce  
Dated: 2/21/17

Korena Danette Pierce  
Korena Danette Pierce  
Dated: 2-21-17

ACKNOWLEDGMENTS

STATE OF TEXAS )  
COUNTY OF Randall : SS



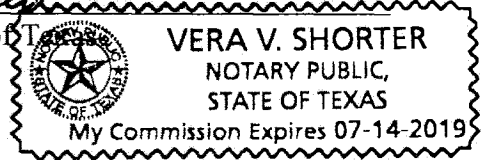
The foregoing instrument was acknowledged before me on the 21<sup>st</sup> day of February, 2017, by Rodney Wade Littlefield.

Vera V. Shorter  
Notary Public, State of Texas

STATE OF TEXAS )  
COUNTY OF Randall : SS

The foregoing instrument was acknowledged before me on the 23<sup>rd</sup> day of February, 2017, by Linda G. Littlefield.

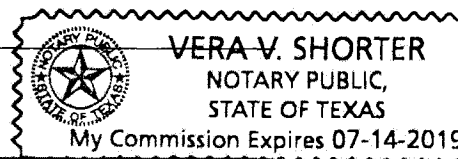
Vera V. Shorter  
Notary Public, State of Texas



STATE OF TEXAS )  
COUNTY OF Randall : SS

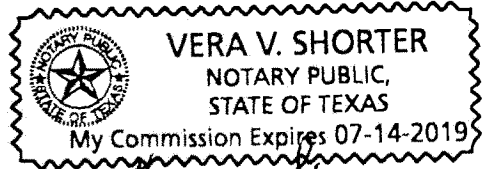
The foregoing instrument was acknowledged before me on the 20<sup>th</sup> day of March, 2017, by Pedro Hernandez.

Vera V. Shorter  
Notary Public, State of Texas





STATE OF TEXAS )  
 : SS  
COUNTY OF Randall )



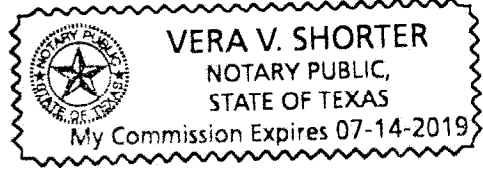
The foregoing instrument was acknowledged before me on the 28<sup>th</sup> day of February 20 17, by Hannah Longine.

Vera V. Shorter  
Notary Public, State of Texas

STATE OF TEXAS )  
 : SS  
COUNTY OF Randall )

The foregoing instrument was acknowledged before me on the 3<sup>rd</sup> day of March 20 17, by Cory Castleberry.

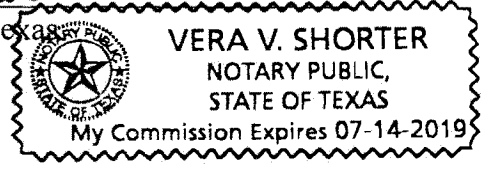
Vera V. Shorter  
Notary Public, State of Texas



STATE OF TEXAS )  
 : SS  
COUNTY OF Randall )

The foregoing instrument was acknowledged before me on the 21<sup>st</sup> day of February 20 17, by Lana Castleberry.

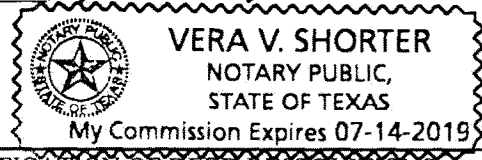
Vera V. Shorter  
Notary Public, State of Texas



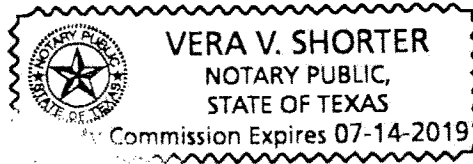
STATE OF TEXAS )  
 : SS  
COUNTY OF Randall )

The foregoing instrument was acknowledged before me on the 17<sup>th</sup> day of February 20 17, by Derek A. Lyon.

Vera V. Shorter  
Notary Public, State of Texas



STATE OF TEXAS )  
 : SS  
COUNTY OF Randall )



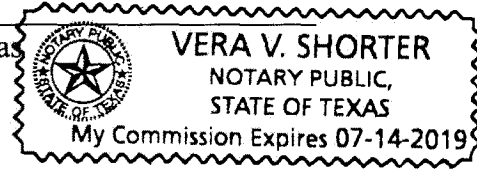
The foregoing instrument was acknowledged before me on the 17<sup>th</sup> day of February 20 17, by Rebecca L. Lyon.

Vera V. Shorter  
Notary Public, State of Texas

STATE OF TEXAS )  
 : SS  
COUNTY OF Randall )

The foregoing instrument was acknowledged before me on the 27<sup>th</sup> day of February 20 17, by Chris A. Hall.

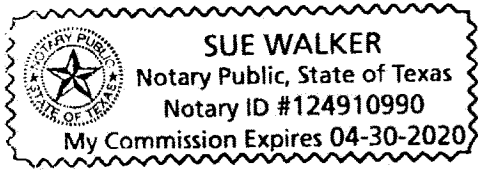
Vera V. Shorter  
Notary Public, State of Texas



STATE OF TEXAS )  
 : SS  
COUNTY OF Randall )

The foregoing instrument was acknowledged before me on the 24<sup>th</sup> day of February 20 17, by Cynthia A. Hall.

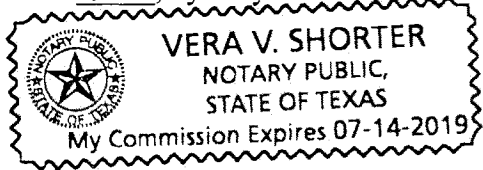
Sue Walker  
Notary Public, State of Texas



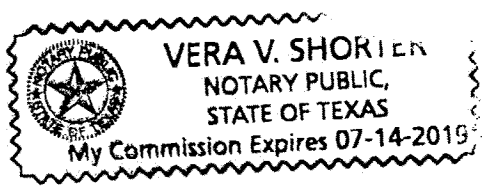
STATE OF TEXAS )  
 : SS  
COUNTY OF Randall )

The foregoing instrument was acknowledged before me on the 17<sup>th</sup> day of February 20 17, by Floyd Leon Park

Vera V. Shorter  
Notary Public, State of Texas



STATE OF TEXAS )  
 : SS  
COUNTY OF Randall )



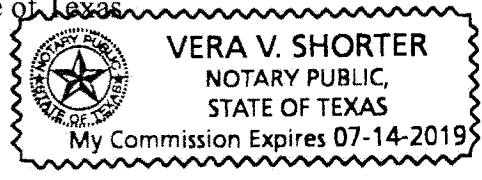
The foregoing instrument was acknowledged before me on the 17<sup>th</sup> day of February 20 17, by Cherel Rae Park.

Vera V. Shorter  
Notary Public, State of Texas

STATE OF TEXAS )  
 : SS  
COUNTY OF Randall )

The foregoing instrument was acknowledged before me on the 22<sup>nd</sup> day of March 20 17, by Michael E. Rebstock.

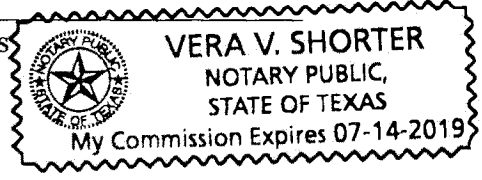
Vera V. Shorter  
Notary Public, State of Texas



STATE OF TEXAS )  
 : SS  
COUNTY OF Randall )

The foregoing instrument was acknowledged before me on the 22<sup>nd</sup> day of March 20 17, by Dion Rebstock.

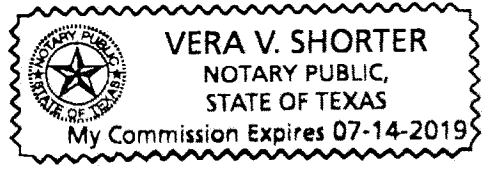
Vera V. Shorter  
Notary Public, State of Texas



STATE OF TEXAS )  
 : SS  
COUNTY OF Randall )

The foregoing instrument was acknowledged before me on the 17<sup>th</sup> day of February 20 17, by Robert L. Devin, Individually and as Trustee of the Robert L. Devin Trust.

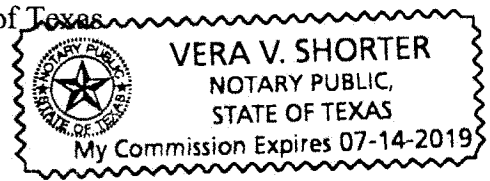
Vera V. Shorter  
Notary Public, State of Texas



STATE OF TEXAS )  
 )  
 ) : SS  
COUNTY OF Randall )

The foregoing instrument was acknowledged before me on the 21<sup>st</sup> day of February 2017, by Michael D. Pierce.

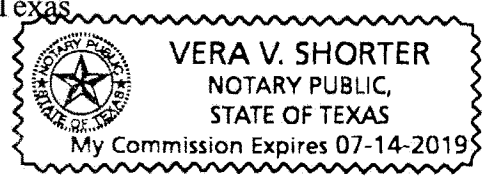
Vera V. Shorter  
Notary Public, State of Texas



STATE OF TEXAS )  
 )  
 ) : SS  
COUNTY OF Randall )

The foregoing instrument was acknowledged before me on the 21<sup>st</sup> day of February 2017, by Korena Danette Pierce.

Vera V. Shorter  
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

John H. Lovell  
LOVELL, LOVELL, ISERN & FARABOUGH, LLP  
112 West 8<sup>th</sup> Avenue, Suite 1000  
Amarillo, Texas 79101

# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Renee Calhoun

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03/23/2017 09:44 AM  
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Renee Calhoun, County Clerk  
Randall County, Texas  
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