

Massey Balentine ~~4500~~ 51.00  
(SH) (511)

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418220

AMENDED  
**DECLARATION OF USE, COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
CONCHO VALLEY ESTATES, SECTION ONE**

THE STATE OF TEXAS           §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TOM GREEN       §

That this Declaration is made on the date hereinafter set forth by Floyd Ray Butler, Jr., Individually and as Attorney-In-Fact for Floyd Ray Butler, III, Lela Darlene Butler Webb and Norma Faye Butler (hereinafter referred to as "Declarant");

**W I T N E S S E T H:**

WHEREAS, Declarant was the owner of that certain real property known herein as "Butler Farm Estates" legally described as all of Concho Valley Estates, Section One, as per the map or plat of record in Vol. 313, Page 890, Official Public Records of Real Property of Tom Green County, Texas; and

WHEREAS, Declarant was the owner of that certain real property described as:

14.965 acres of land comprised of 7.74 acres out of H. Hornburg Survey 175 and 7.225 acres out of V. Mueller Survey 176, Tom Green County, Texas, and being out of and a part of that land described by deed dated July 26, 1943 from West Texas Utilities Company to Floyd R. Butler, Sr., and recorded in Volume 223, Page 31, Deed Records, Tom Green County, Texas, said 14.965 acres of land being more particularly described by metes and bounds attached hereto as Exhibit "A" and incorporated herein (known herein as the Biedermann tract); and

WHEREAS, Declarant currently owns the following lots in Butler Farm Estates:

Lots 1, 2, 3, 4, 5, 13, Block B, Lots 1, 11, 12, Block C, Lots 1, 3, 5, 8, Block D, all in Section One, Concho Valley Estates, as per the map or plat of record in Vol. 313, Page 890, Official Public Records of Real Property of Tom Green County, Texas; and

WHEREAS, the following property has been sold by Declarant or is being sold by Declarant by Contract for Deed:

- a. Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, Block A; Lots 6, 7, 8, 9, 10, 11, 12, Block B; Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, and 16, Block C; Lots 2, 4, 6, 7, 9, Block D, all in Section One, Concho Valley Estates, as per the map or plat of record in Vol. 313, Page 890, Official Public Records of Real Property of Tom Green County, Texas; and
- b. 14.965 acres of land comprised of 7.74 acres out of H. Hornburg Survey 175 and 7.225 acres out of V. Mueller Survey 176, Tom Green County, Texas, and being out of and a part of that land described by deed dated July 26, 1943 from West Texas Utilities Company to Floyd R. Butler, Sr., and recorded in Volume 223, Page 31, Deed Records, Tom Green County, Texas, said 14.965 acres of land being more particularly described by metes and bounds attached hereto as Exhibit "A" and incorporated herein (known herein as the Biedermann tract); and

WHEREAS, Declarant caused said land described in the Plat attached hereto as Exhibit "C" and incorporated herein to be subdivided into lots, blocks, street, and easements, according to a survey made by Myrl G. Sudduth filed for record July 6, 1992 recorded in Vol. 313, Page 890, Official Public Records of Real Property of Tom Green County, Texas; and

WHEREAS, although the Biedermann tract is not subdivided and included on the Plat attached as Exhibit "C" hereto, it will be included herein for all purposes of this Declaration as being a part of Butler Farm Estates; and

WHEREAS, all of the persons who have purchased the lots or are purchasing them by Contract for Deed have joined in this Declaration as evidenced by their signatures attached hereto; and

WHEREAS, it is the desire of Declarant and the other persons who have purchased property or are purchasing property in Butler Farm Estates to create and maintain a nonprofit corporation called BUTLER FARM ESTATES HOMEOWNERS' ASSOCIATION, INC., (hereinafter called "Association") which Association will cover all of Butler Farm Estates; and

WHEREAS, it is deemed to be in the best interests of Declarant and any others persons who have or may purchase property in Butler Farm Estates that there be established and maintained a uniform plan for the improvement, development and maintenance of recreation areas and for the use of the River Lots by the River Lot Owners;

NOW THEREFORE, Declarant hereby declares that all of Butler Farms Estates, legally described as all of Concho Valley Estates, Section One as per the map or plat of record in Vol. 313, Page 890, Official Public Records of Real Property of Tom Green County, Texas, shall be held, sold and conveyed subject to the following

easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the use, value, desirability and attractiveness of said lots. These easements, covenants, restrictions and conditions shall run with said real property and be binding upon all parties having or acquiring any right, title or interest in a lot, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. This Declaration of Use, Covenants, Conditions and Restrictions of Concho Valley Estate, Section One is in full substitution of the document entitled Covenants and Restrictions of Butler Farm of Tom Green County, Texas which has been recorded on mesne occasions with documents of conveyance in the chain of title of Butler Farm Estates.

**Article I**  
**Definitions**

The following words when used in this Declaration shall have the following meanings:

**Section 1.** "Association" shall mean and refer to Butler Farm Estates Homeowners' Association, Inc., a Texas nonprofit corporation, its successors and assigns.

**Section 2.** "Biedermann Tract" shall mean and refer to 14.965 acres of land comprised of 7.74 acres out of H. Hornburg Survey 175 and 7.225 acres out of V. Mueller Survey 176, Tom Green County, Texas, and being out of and a part of that land described by deed dated July 26, 1943 from West Texas Utilities Company to Floyd R. Butler, Sr., and recorded in Volume 223, Page 31, Deed Records, Tom Green County, Texas, said 14.965 acres of land being more particularly described by metes and bounds attached hereto as Exhibit "A" and incorporated herein.

**Section 3.** "City Lease" is that one recreational or agricultural lease executed by the City of San Angelo as Lessor and the Association as Lessee covering the City Lease Property.

**Section 4.** "City Lease Property" is that 80.39 acres of land described on Exhibit "B" attached hereto and incorporated herein by reference, covered by the City Lease.

**Section 5.** "Common Area" shall mean and refer to all of Butler Farm Estates except the Lots and the East 69.39 of the City Lease Property and shall include:

The West Eleven Acres of the 80.39 acre tract City Lease Property described on Exhibit "B" attached hereto and incorporated herein by reference.

Lot 5, Block D, Concho Valley Estates, Section One as per the map or plat of record in Vol. 313, Page 890, Official Public Records of Real Property of Tom Green County, Texas.

The Common Area shall also include but not be limited to any recreational facilities, community facilities, swimming pools, storage facilities, pumps, trees, landscaping, sprinkler systems, pavements, streets, sidewalks, pipes, wires, conduits, and other public utility lines situated thereon.

Section 6. "Declarant" shall mean and refer to Floyd Ray Butler, Jr. Individually and as Attorney-In-Fact for Floyd Ray Butler, III, Lela Darlene Butler Webb and Norma Faye Butler.

Section 7. "Declaration" shall mean and refer to this Declaration of Use, Covenants, Conditions and Restrictions of Concho Valley Estate, Section One.

Section 8. "Lot" shall mean and refer to any of the plots of land shown on the plat attached hereto as Exhibit "C" and the Biedermann tract. The term "Lot" does not include the Common Area.

Section 9. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 10. "Owner" shall mean either the record owner or owners of the fee simple title to any lot in Butler Farm Estates or any person or entity who is purchasing a lot by Contract for Deed from Declarant. "Owner" includes contract sellers but excludes persons having only a security interests.

Section 11. "River Lots" shall mean Lots One (1) through Fifteen (15), Block A, Concho Valley estates as per the map or plat of record in Vol. 313, Page 890, Official Public Records of Real Property of Tom Green County, Texas and the Biedermann tract.

Section 12. "River Lot Owners" shall mean the fee simple owners of the River Lots or persons buying the River Lots by Contract for Deed from Declarant.

## Article II Architectural Control Committee

Section 1. The Architectural Control Committee shall consist of Floyd Ray Butler, Jr. until such time as all of the lots in Butler Farm Estates are sold and he no longer has title to any of the lots. Until such time, and in the event, Floyd Ray Butler, Jr. is not able to serve as the Architectural Control Committee, his wife and/or three children will serve as the Architectural Control Committee. Once all of the lots are sold, the Board shall designate and appoint an Architectural Control Committee consisting

of not less than three persons which shall serve at the pleasure of the Board.

Section 2. The Architectural Control Committee must review and approve in writing all of the following projects in Butler Farm Estates:

(a) Construction of any building, fence, wall, or other structure.

(b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.

Section 3. To obtain approval to do any of the work described above in Section 2, 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.

Section 4. The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

Section 5. If the Architectural Control Committee fails either to approve or reject an application for proposed work within 30 days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

### ARTICLE III Use Restrictions

Section 1. All lots shall be used for single-family residential. No commercial activity shall be allowed.

Section 2. No residence may be erected, altered, or permitted on any lot other than one detached single-family dwelling not to exceed two stories in height. All structures on said property must be erected and built on said property and not moved upon said property from elsewhere.

Section 3. Any residence constructed on a lot must have a ground floor area of not less than 2,500 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports,

and garages. The exterior walls of any residence shall consist of at least fifty percent (50.0%) brick on each of at least three sides.

Section 4. No dairies or feedlots are allowed on any lot. No swine or poultry shall be raised, bred or kept on any lot. No more than one animal unit per acre owned shall be kept on any lot. A reasonable number of dogs, cats, or other household pets maybe kept, provided they are not kept, bred, or maintained for commercial purpose.

Section 5. No noxious or offensive activity shall be conducted on any lot that may be or may become an annoyance or nuisance to the neighborhood.

Section 6. No building may be located on any lot nearer the front line or nearer to the side street line than the minimum building setback lines shown on the Plat.

Section 7. No lot may be resubdivided or split except as follows. Any person owning two or more adjoining lots may subdivide or consolidate those Lots into building sites, with the privilege of constructing improvements, as permitted by this Declaration, on each resulting building site.

Section 8. No structure not approved for residential use by the Architectural Control Committee, including but not limited to trailers, mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, may be used on any lot at any time as a residence, either temporarily or permanently.

Section 9. No signs of any type shall be allowed on any lot except one sign of not more than five square feet advertising the property for sale or rent.

Section 10. No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any lot.

Section 11. No lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris.

Section 12. All driveways connecting to the streets must be of concrete and constructed in such manner so as not to restrict the flow of water. No can or pipe will be allowed in the concrete.

Section 13. Boundary fences shall be no more than 60" in height. All fences must be constructed either of wood plank, rock or net wire. No barbed wire or slick fence will be allowed. All fences along streets must be set back 10 feet or more unless a variance is approved by the Architectural Control Committee.

Section 14. No individual water-supply system shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the City of San Angelo and the State of Texas. Approval of the system as installed shall be obtained from the appropriate authority.

Section 15. No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the City of San Angelo and the State of Texas. Approval of the system as installed shall be obtained from the appropriate authority.

**ARTICLE IV**  
**Exterior Maintenance**

Section 1. If an Owner of any lot fails to maintain the premises in a neat and orderly manner, the Architectural Control Committee shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the lot, all at the expense of the Owner.

**Article V**  
**Property Rights**

Section 1. Every Owner shall have an easement of access and a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated on or in the Common Area;

(b) The right of the Association to suspend a Member's voting rights and right to use the recreational and other facilities owned or operated by the Association when any assessment against his Lot or any other sum due the Association from him remains unpaid for a period in excess of thirty (30) days; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be determined by the Association.

Section 2. Specifically, every River Lot Owner and the Biedermann tract will have the use and enjoyment of the river area directly behind their lots as if the boundary lines of their lots extended to the South Concho River. The use and enjoyment of the river area by these River Lot Owners is subject to and defined by the City Lease. These River Lot Owners are the only owners who have access and use of the river area directly behind their respective lots.

Section 3. The City Lease on the City Lease Property shall be assigned to and owned by the Association. Lot Five, Block D, Concho Valley Estates, Section One, as per the map or plat of record in Vol. 313, Page 890, Official Public Records of Real Property of Tom Green County, Texas will be conveyed to and owned by the Association.

**Article VI**  
**Membership and Voting Rights**

Section 1. Declarant has caused the Association to be organized and formed as a nonprofit corporation under the laws of the State of Texas. The principal purposes of the Association shall be the collection, expenditure and management of the maintenance funds; the enforcement of this Declaration; providing for the maintenance and preservation of recreational areas within the Butler Farm Estates; execution and maintenance of the City Lease; the general overall supervision of all of the affairs and the well-being of Butler Farm Estates; and the promotion of the health, safety and welfare of the residents within Butler Farm Estates.

Section 2. Every person or entity who is a record owner of a fee or undivided fee interest in a Lot which is a part of the Subdivision, or who has entered into a Contract for Deed for the purchase of any Lot, shall hold a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Lot which is a part of Butler Farm Estates, through judicial or nonjudicial foreclosure, shall be a Member of the Association.

Section 3. The Association shall act through a Board of Directors which will manage the affairs of the Association as specified in the Bylaws of the Association.



Section 4. Each owner shall have one vote. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of five (5) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

**ARTICLE VII**  
**Covenant for Maintenance Assessments**

Section 1. The Declarant and all Owners hereby covenant and agree to pay the Association the following:

- a. annual assessments and charges;
- b. special assessments for capital improvements; and
- c. any other sums to the extent they are specifically provided for elsewhere in this instrument.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the Lot against which such assessments or charges are made. Each such assessment or charge, together with such interest and costs of collection thereof, shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charges were due, notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

Section 2. The assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety, and welfare of the residents of Butler Farm Estates. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses, the City Lease payment, and at the option of the Board of Directors of the Association, for any or all of the following purposes: mowing, lighting, improving and maintaining sidewalks, paths, and the recreational areas; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; providing for the planting and upkeep of trees and shrubbery in the Common Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of

the Owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the property in Butler Farm Estates in neat and good order or which they consider of general benefit to the Owners or occupants of Butler Farm Estates, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. The judgment of the Board in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Assessments on the Lots will be as follows:

A. The Annual Maintenance Assessment for all Lots in Butler Farms Estates will be \$50.00, which fee covers maintenance, mowing, clearing and all other appropriate charges on both recreational Common Areas.

B. The Annual Lease Fee for all lots in Butler Farms Estates will be \$9.00, as which fee covers the City Lease fee on the 11 acre City Lease Property portion of the Common Area.

C. In addition to the \$50.00 Annual Maintenance Assessment and the \$9.00 Annual Lease Fee, the River Lot Owners will pay \$12.00 per acre for the area extending to the river from their lots as follows and 0.25 cents per foot for the river frontage fee. The River Lot Owners, therefore will pay the following fee annually, which fee includes the \$50.00 Annual Maintenance Assessment, the acreage and footage costs specified above and the \$9.00 Annual Lease Fee:

<u>Lot</u>	<u>Acreage</u>	<u>Footage</u>	<u>Annual Assessment</u>	<u>Amount</u>
One	4	378'	\$230.00 + \$9.00	\$239.00
Two	4	330'	\$218.00 + \$9.00	\$227.00
Three	4	330'	\$218.00 + \$9.00	\$227.00
Four	4	330'	\$218.00 + \$9.00	\$227.00
Five	4	330'	\$218.00 + \$9.00	\$227.00
Six	4	630'	\$293.00 + \$9.00	\$302.00
Seven	4	628'	\$292.50 + \$9.00	\$301.50
Eight	4	330'	\$218.00 + \$9.00	\$227.00
Nine	4	330'	\$218.00 + \$9.00	\$227.00

<u>Lot</u>	<u>Acreage</u>	<u>Footage</u>	<u>Annual Assessment</u>	<u>Amount</u>
Ten	4	330'	\$218.00 + \$9.00	\$227.00
Eleven and Twelve	9	1112'	\$473.50 + \$18.00	\$491.50
Thirteen	4	616'	\$289.50 + \$9.00	\$298.50
Fourteen	4	330'	\$218.00 + \$9.00	\$227.00
Fifteen	4	330'	\$218.00 + \$9.00	\$227.00
Biederman Tract	9	1114'	\$474.00 + \$27.00	\$501.00

Section 4. The rates specified above shall be the annual assessments until the October, 1995 annual meeting. After that date, the annual assessment for the next succeeding calendar year will be determined and may be increased or decreased by vote of the Board after consideration of the current maintenance costs and future needs of the Association.

Section 5. On or before the 1st day of September in each year, the Board of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment therefor. However, the failure of the Board to fix an annual assessment for any year will not be deemed a waiver with respect to any of the provisions of this Declaration. In the event of such failure, each Owner shall continue to pay the annual assessment established for the previous year until the new annual assessment is established.

Section 6. Assessments will be due and payable yearly in advance on the first day of January or as directed by the Board. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the lesser of (i) eighteen percent per annum or (ii) the maximum rate permitted by law, and the Association, may, in lieu of, or in addition to, foreclosing the lien herein retained against the Lot, bring an action at law against the owner personally obligated to pay the same. Interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of such assessment or charge. In order to secure the payment of the assessments or charges levied, a vendor's lien for the benefit of the Association, shall be and is hereby reserved in the Deed from the Declarant to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and nonjudicial proceedings by the Association. As

additional security for payment of the assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such Lot which may be foreclosed by nonjudicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with nonjudicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Codes and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice-President of the Association and filed for record in the Official Public Real Property Records of Tom Green County, Texas. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the notice of Trustee's Sale not less than twenty-one (21) days prior to the date of which sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association; post a copy of the Notice of Trustee's Sale at the Courthouse door of the county in which the property is located; and file a copy of the Notice of Trustee's Sale in the office of the County Clerk in the county in which the property will be sold. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; third, any amounts required by law to be paid before payment to the Owner; and, fourth, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, acting through the Board, upon ten (10) days prior written notice thereof to such nonpaying owner, in addition to all other rights and remedies available at law or otherwise, restrict the rights of such nonpaying Owner to use the Common Area, if any, in such manner as the Association deems fit or

appropriate and/or suspend the voting rights of such nonpaying owner so long as such default exists in excess of thirty (30) days.

It is the intent of the provisions of this section to comply with the provisions of said Section 51.002 and any amendments thereto of the Texas Property Code relating to nonjudicial sales by power of sale.

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. In addition to the above rights, the Association shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above described assessments.

Section 7. As hereinabove provided, the title to each Lot shall be subject to a vendor's lien and power of sale and nonjudicial foreclosure securing the payment of all assessments and charges due the Association, but said vendor's lien and power of sale and nonjudicial foreclosure shall be subordinate to any valid purchase money lien or mortgage covering a Lot and any valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot shall not affect said vendor's lien, power of sale and nonjudicial foreclosure for any assessments. However, the sale or transfer of any Lot which is subject to any valid purchase money lien or mortgage, pursuant to a judicial or nonjudicial foreclosure under such lien or mortgage shall extinguish the vendor's lien and power of sale and nonjudicial foreclosure securing such assessment or charge only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability from any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

#### ARTICLE VIII General Provisions

Section 1. The Owner or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation.

Section 2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Section 3. These restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Butler Farm Estates. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Addition in whole or in part, and their heirs, successors, and assigns. These restrictions, covenants, and conditions shall be for the benefit of the Property, each Lot and each Lot Owner.

Section 4. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Official Public Records of Real Property of Tom Green County, Texas, and all requisite governmental approvals, if any, have been obtained.

Section 5. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

Section 6. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

Section 7. This Declaration is executed in a number of counterpart originals, each of which is deemed to be an original, and all of which shall constitute one and the same instrument. This Declaration shall not become effective as to any party until this Declaration has been executed by all of the owners listed below, at which time this Declaration shall become effective.

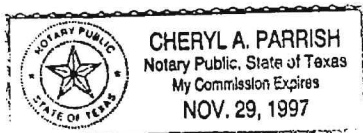
This Amended Declaration of Use, Covenants, Conditions and Restrictions of Concho Valley Estates, Section One, is being refiled in the Official Public Records of Tom Green County, Texas, for the purpose of including the exhibits inadvertently omitted when the original document was filed for record in Volume 526, Page 74, Official Public Records of Real Property of Tom Green County, Texas.

This Declaration is executed this 7<sup>th</sup> day of April, 1996, at San Angelo, Tom Green County, Texas.

Floyd Ray Butler Jr.  
FLOYD RAY BUTLER, JR., Individually  
and as Attorney-In-Fact for Norma  
Faye Butler, Floyd Ray Butler, III  
and Lela Darlene Butler Webb,  
Declarant

STATE OF TEXAS §  
§  
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on this 7<sup>th</sup> day of April, 1996, by FLOYD RAY BUTLER, JR., Individually and as Attorney-In-Fact for Norma Faye Butler, Floyd Ray Butler, III and Lela Darlene Butler Webb.

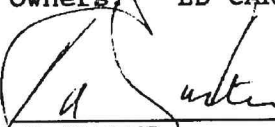


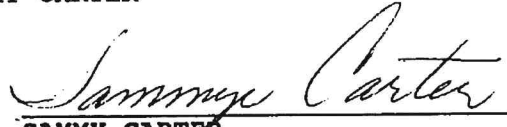
Cheryl A. Parrish  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME: Cheryl A. Parrish  
COMMISSION EXPIRES: 11/29/97

Block A, Section One:

Lot One (1)

Owners: ED CARTER and wife, SAMMY CARTER

  
\_\_\_\_\_  
ED CARTER

  
\_\_\_\_\_  
SAMMY CARTER

Lot Two (2)

Owners: GORMAN THORP and wife, JOANN THORP

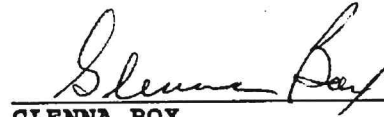
\_\_\_\_\_  
GORMAN THORP

\_\_\_\_\_  
JOANN THORP

Lot Three (3)

Owners: LEE BOX and wife, GLENNA BOX

  
\_\_\_\_\_  
LEE BOX

  
\_\_\_\_\_  
GLENNA BOX

Lot Four (4)

Owners: JERRY SURIFF and wife, PATSY SURIFF

  
\_\_\_\_\_  
JERRY SURIFF

  
\_\_\_\_\_  
PATSY SURIFF

Lot Five (5)

Owners: MICHAEL R. MITCHELL and wife, SUSAN MITCHELL

  
\_\_\_\_\_  
MICHAEL R. MITCHELL

  
\_\_\_\_\_  
SUSAN MITCHELL



Block A, Section One: (Continued)

Lot Six (6)

Owners: BEN THURMAN and wife, CAROL THURMAN

  
BEN THURMAN

  
CAROL THURMAN

Lot Seven (7)

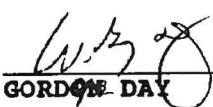
Owners: MIKE VARNADORE and wife, KATHY VARNADORE

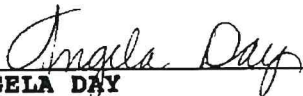
  
MIKE VARNADORE

  
KATHY VARNADORE

Lot Eight (8)

Owners: GORDON DAY, and wife, ANGELA DAY

  
GORDON DAY

  
ANGELA DAY

Lot Nine (9)

Owners: JACK LEWRIGHT and wife, GINGER LEWRIGHT

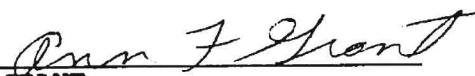
  
JACK LEWRIGHT

  
GINGER LEWRIGHT

Lot Ten (10)

Owners: ROBERT N. GRANT and wife, ANN GRANT

  
ROBERT N. GRANT

  
ANN GRANT

Block A, Section One: (Continued)

Lot Eleven (11)  
Lot Twelve (12)

Owner: PAUL MELTON

Paul Melton  
PAUL MELTON

Lot Thirteen (13)

Owner: BILLY BRILEY and wife, ELAINE BRILEY

Billy Briley                      Elaine Briley  
BILLY BRILEY                      ELAINE BRILEY

Lot Fourteen (14)

Owners: DALE SCOTT and wife MARIBETH SCOTT

Dale Scott                      Maribeth Scott  
DALE SCOTT                      MARIBETH SCOTT

Lot Fifteen (15)

Owners: CHARLES MARSH and wife, TENOA MARSH

Charles Marsh                      Tenoa Marsh  
CHARLES MARSH                      TENOA MARSH

Lot Sixteen (16)

Owners: HERBERT BEIDERMANN, III and wife, YVONNE BEIDERMANN NOVAK.

Herbert Beidermann III                      Yvonne Beidermann Novak  
HERBERT BEIDERMANN, III                      YVONNE BEIDERMANN NOVAK

Block B, Section One:

Lot Six (6)

Owners: JEFF CURRY and wife, CARRIE CURRY

\_\_\_\_\_  
JEFF CURRY

\_\_\_\_\_  
CARRIE CURRY

Lot Seven (7)

Lot Eight (8)

Owners: FRANK COLUNGA and wife, JULIE COLUNGA

\_\_\_\_\_  
FRANK COLUNGA

\_\_\_\_\_  
JULIE COLUNGA

Lot Nine (9)

Owners: KERRY RAINEY and wife, JANIE RAINEY

*Kerry Rainey*  
\_\_\_\_\_  
KERRY RAINEY

*Janie Rainey*  
\_\_\_\_\_  
JANIE RAINEY

Lot Ten (10)

Lot Eleven (11)

Owners: JOE JEFFERS and wife, CONNIE JEFFERS

*Joe Jeffers*  
\_\_\_\_\_  
JOE JEFFERS

*Connie Jeffers*  
\_\_\_\_\_  
CONNIE JEFFERS

Lot Twelve (12)

Owners: EDDIE GRIPP and wife, JUDY GRIPP

*Eddie Grupp*  
*Eddie Grupp*  
\_\_\_\_\_  
EDDIE GRIPP


*Judy Grupp*  
\_\_\_\_\_  
JUDY GRIPP

Block C, Section One:

Lot Two (2)  
Lot Three (3)

Owners: DAN FARMER and wife, NANCY FARMER

  
DAN FARMER

  
NANCY FARMER

Lot Four (4)

Owners: JEFF BRANNON and wife, TERESA BRANNON

  
JEFF BRANNON

  
TERESA BRANNON

Lot Five (5)  
Lot Six (6)

Owners: JIM BERKSHIRE and wife, ROSE BERKSHIRE

  
JIM BERKSHIRE

  
ROSE BERKSHIRE

Lot Seven (7)  
Lot Eight (8)

Owners: BRAD BINGHAM and wife, BELINDA BINGHAM

  
BRAD BINGHAM

  
BELINDA BINGHAM

Lot Nine (9)

Owners: TONY GOEKE, and wife \_\_\_\_\_

\_\_\_\_\_  
TONY GOEKE

\_\_\_\_\_  
\_\_\_\_\_

F:\CL\BUTLER\FARM\BUTLERFARM.DEC

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Block C, Section One: (Continued)

Lot Ten (10)

Owners: BILL THOMAS and wife, CELESTE THOMAS

Bill Thomas  
BILL THOMAS

Celeste Thomas  
CELESTE THOMAS

Lot Thirteen (13)

Owners: MANUEL LUJAN and wife, SANDRA LUJAN

Manuel Lujan  
~~MANUEL LUJAN~~  
PERRY CURNUTT

Sandra Lujan  
~~SANDRA LUJAN~~  
LESLIE CURNUTT

Lot Fourteen (14)

Owners: MILES GOREE and wife, CINDY GOREE

Miles Goree  
MILES GOREE

Cindy Goree  
CINDY GOREE

Lot Fifteen (15)  
Lot Sixteen (16)

Owners: PAT KELLEY and wife, JIMMY KELLEY

Pat Kelley  
PAT KELLEY

Jimmy Kelley  
JIMMY KELLEY

Block D, Section One:

Lot Two (2)

Owners: KIRBY DAHL and wife, STACY DAHL

Kirby Dahl  
KIRBY DAHL

Stacy Dahl  
STACY DAHL

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Block D, Section One: (Continued)

Lot Four (4)

Owners: RICHARD CLOYD and wife, Melissa Cloyd

Richard Cloyd  
RICHARD CLOYD

Melina L. Cloyd

Lot Six (6)  
Lot Seven (7)

Owners: PATRICK L. MOORE and wife, LEE MOORE

Patrick L. Moore  
PATRICK L. MOORE

Lee Moore  
LEE MOORE

Lot Nine (9)

Owners: STEPHEN SMITH and wife, PAIGE SMITH

Stephen Smith  
STEPHEN SMITH

Paige Smith  
PAIGE SMITH

FILED FOR RECORD  
'96 APR 17 PM 1 33  
JUDITH HAWKINS  
COUNTY CLERK  
COUNTY OF TOM GREEN, TEXAS

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.  
STATE OF TEXAS  
COUNTY OF TOM GREEN

I hereby certify that this instrument was FILED in File  
Number Sequence on the date and at the time stamped  
hereon by me, and was duly RECORDED in the Official Public  
Records of Real Property of Tom Green County, Texas on

APR 22 1996



Judith Hawkins  
JUDITH HAWKINS COUNTY CLERK  
TOM GREEN COUNTY, TEXAS

EXHIBIT A

Field Notes-Tract 14.965 Acre Tract

14.965 acres of land comprised of 7.74 acres out of H. Hornburg Survey 175 and 7.225 acres out of V. Mueller Survey 176, Tom Green County, Texas, and being out of and a part of that land described by deed dated July 26, 1943 from West Texas Utilities Company to Floyd R. Butler, Sr., and recorded in Volume 223, Page 31, Deed Records, Tom Green County, said 14.965 acres of land being more particularly described by metes and bounds attached hereto as Exhibit "A".

BEGINNING at a 1/2" iron pipe found in said H. Hornburg Survey 175 for the southeast corner of this tract from whence the southwest corner of said tract of land described in Volume 223, Page 31, Deed Records, Tom Green County, bears S 41° 06' 06" W 4310.55 feet and also from said point of beginning the deed record position of the southwest corner of said Survey 176 on the north bank of the South Concho River bears S 37° 08' 40" W 4701.24 feet;

THENCE S 71° 42' 17" W crossing the east line of said V. Mueller Survey 176 and the west line of said H. Hornburg Survey 175 continuing in all 660.00 feet to a 1/2" iron pipe found in the northeasterly line of Butler Drive for the southwest corner of this tract;

THENCE along a curve to the left having a central angle of 119° 59' 39", a length of 104.71 and a radius point bears N 48° 17' 46" W-50.00 feet;

THENCE N 18° 17' 43" W 202.29 feet along the northeasterly line of Butler Drive to a 1/2" iron pipe set for a point of curvature;

THENCE along a curve to the left having a radius of 400.00 feet, a central angle of 55° 44' 26", and a length of 389.14 feet to a 1/2" iron pipe set for the most westerly corner of this tract;

THENCE N 33° 01' 51" E 684.78 feet to a 1/2" iron pipe set in the south line of the Rio De Conchos Subdivision for the northwest corner of this tract

THENCE S 89° 19' 19" E along the north line of this tract and the south line of said Rio De Conchos Subdivision, crossing the west line of said H. Hornburg Survey 175 and the east line of said V. Mueller Survey 176 continuing in all 317.48 feet to a 3/4" iron pipe found for the northeast corner of this tract and the southeast corner of said Rio De Conchos Subdivision;

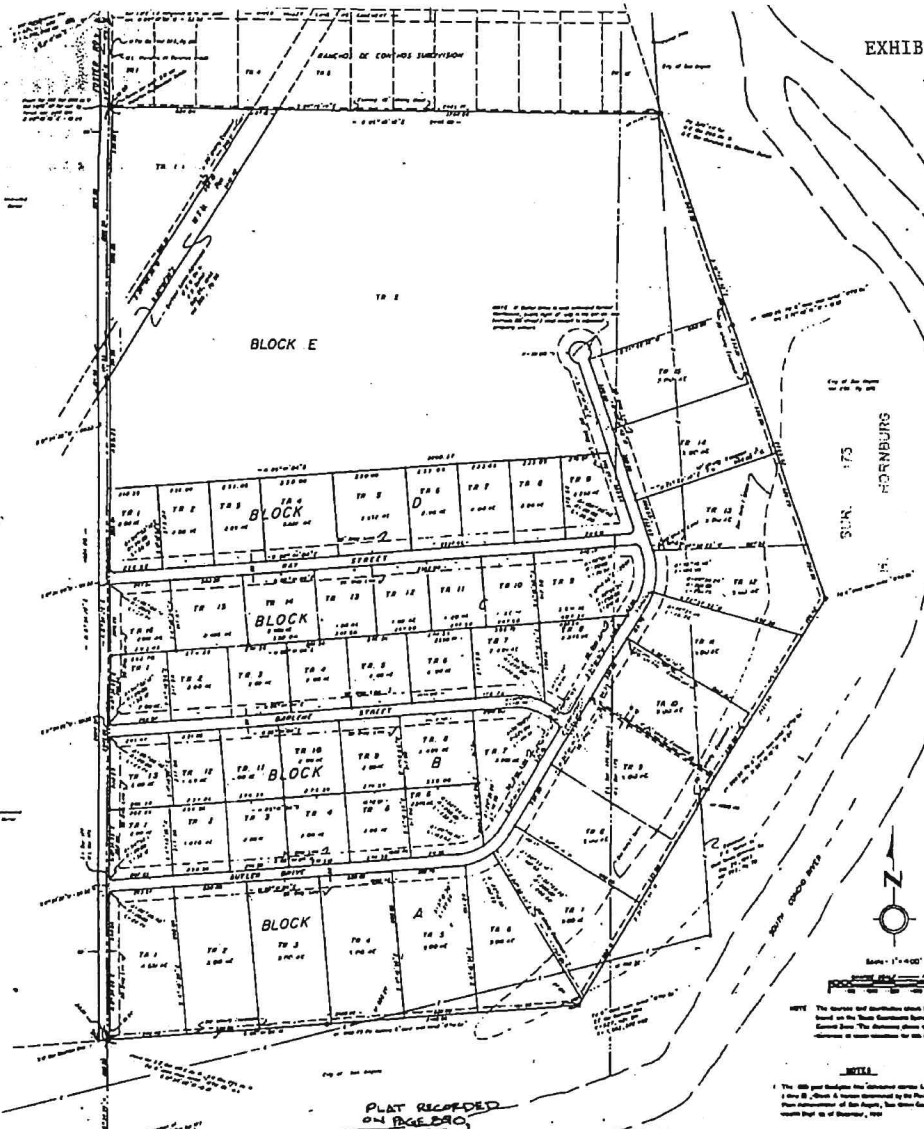
THENCE S 18° 17' 43" E 944.19 feet to the place of beginning and containing 14.965 acres of land.

EXHIBIT "B"

DESCRIPTION OF TRACT:

BEGINNING at a point on the North bank of the South Concho River 450' South of the Southwest corner of a 106.014 acre tract heretofore sold to F. R. Butler;  
THENCE N. 450 ft. to a point on the City of San Angelo reservation fence line;  
THENCE with said reservation fence as follows: N. 84\* 58' E. for a distance of approximately 3,212 ft.;  
THENCE N. 30\* 57' E. for a distance of 2,131.5 ft.;  
THENCE N. 19\* 03' W. 2,285 ft. to the northeast corner of 256.369 acre tract heretofore sold to F. R. Butler;  
THENCE N. 89\* 54' E. for a distance of 380 ft. to a point on the West bank of the South Concho River;  
THENCE up the river with its meanders to the place of beginning and containing 80.39 acres of land more or less.





PLAT RECORDED ON PAGE 520 VOLUME 513, IN O.P.E.R. IN TOM GREEN COUNTY. ALSO STIPES ON STATE PLAT IN PLAT CASWELL D.

NOTE: The survey and distribution shown here based on the State Boundary Survey - General Plan. The distance shown on the survey is 175.



NOTE: The 200 year deadline for 'Contract' survey. Lot 1 (See B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z). Each lot shall be met and so indicated with appropriate State and County registration.

1. This is a Survey of the land of the State of Texas, to wit: the County of Tom Green, Texas, and is subject to the provisions of the Statute in that behalf made, passed and approved by the Legislature of the State of Texas, on the 11th day of November, 1890.

2. The lots and blocks shown on this plat are bounded by the State Boundary Survey - General Plan, and are subject to the provisions of the Statute in that behalf made, passed and approved by the Legislature of the State of Texas, on the 11th day of November, 1890.

SECTION ONE CONCHO VALLEY ESTATES  
OUT OF SURVEY ITS COUNTERPART, SURVEY ITS W. BULLER, AND SURVEY ITS, W. HORNBUURG, TOM GREEN COUNTY, TEXAS

CITY OFFICES  
COUNTY CLERK'S OFFICE

*Don Antilo*  
*Cecil Ruff*

PLANNED CONSTRUCTION  
REPORTS OUT OF PUBLIC OFFICE

*Emilie L. Moore*  
*W.L. McCall*

DESCRIPTION:  
About a Subsection of 200 PM acres of land, in Tom Green County, Texas, 200.00 acres being part of the State Boundary Survey 1925 and 1/4 Section 20, T13N, R12E, S10E, and being a part of the land conveyed from the State of Texas to the County of Tom Green, Texas, in and to the County of Tom Green, Texas, by Chapter 50, Acts of the Legislature of the State of Texas, passed and approved by the Legislature of the State of Texas, on the 11th day of November, 1890.

ACCOMPLISHMENT INFORMATION:  
The, Fred B. Smith, Jr., Surveyor and Planner, and the State of Texas, by the State Boundary Survey 1925, and the State of Texas, by Chapter 50, Acts of the Legislature of the State of Texas, passed and approved by the Legislature of the State of Texas, on the 11th day of November, 1890, and being a part of the land conveyed from the State of Texas to the County of Tom Green, Texas, in and to the County of Tom Green, Texas, by Chapter 50, Acts of the Legislature of the State of Texas, passed and approved by the Legislature of the State of Texas, on the 11th day of November, 1890.

*Fred B. Smith, Jr.*  
*W.L. McCall*

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.

STATE OF TEXAS  
COUNTY OF TOM GREEN

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Tom Green County, Texas on APR 26 1936

FILED FOR RECORD  
'96 APR 24 PM 3 11

JUDITH HAWKINS  
COUNTY CLERK  
COUNTY OF TOM GREEN, TEXAS



*Judith Hawkins*  
JUDITH HAWKINS COUNTY CLERK  
TOM GREEN COUNTY, TEXAS