

Declaration of Restrictive Covenants of the Baiza Properties Subdivision

Date: April _____, 2023

Declarant: Baiza Properties, Inc.

Property: All land platted into the Baiza Properties Subdivision, recorded in Cabinet B, Page 132-C, Plat Records of Ector County, Texas attached as Exhibit "A" hereto and made a part hereof for all purposes.

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Baiza Properties, Inc., a Texas corporation and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in Cabinet B, Page 132-C, Plat Records of Ector County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.
2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Plat and Easements

The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

C. Use and Prohibited Activities

Prohibited activities are—

- a. any mining or material sales of any kind;
- b. any commercial water sales;
- c. any disposals of any kind;
- d. any junk yards of any kind;
- e. any activity that would create an environmental hazard on the Property.

D. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.
3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
4. *Amendment.* This Declaration may be amended at any time by the Declarant or by an affirmative vote of percent of the Owners.
5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.
7. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

Baiza Properties, Inc.

By: _____
Edgar Baiza Sr., President

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on _____, 2023 by Edgar Baiza Sr., President on behalf of Baiza Properties, Inc., a Texas corporation.

NOTARY PUBLIC, STATE OF TEXAS