

Instrument Number 2019-29722
Plat filed under cab. L, Pg. 181

STATE OF TEXAS

COUNTY OF MIDLAND

DECLARATION OF RESTRICTIVE COVENANTS
OF CROSS POINTE ADDITION, SECTION 3

The undersigned (the "Developer"), being the sole owner of Cross Pointe Addition, Section 3, an addition to the City of Midland, Midland County, Texas (referred to herein as "Cross Pointe Addition, Section 3" or "Land"), does hereby make the following Declarations as to conditions, covenants, restrictions and use to which the Cross Pointe Addition, Section 3 may be used (referred to herein as "Declaration"). The Declarations shall constitute covenants to run with all of said Land and each subdivision thereof, as provided by law and shall be binding upon the undersigned and all present or future owners of said Land and other parties or persons claiming or to claim any interest therein.

ARTICLE I: LAND USE

- 1.1 Objectives of Covenant.** The Objective of this Declaration of Restrictive Covenants is to (1) protect the owners and tenants of lots within Cross Pointe Addition, Section 3 against improper uses that would depreciate property values, (2) protect against construction of structures built of improper or unsuitable materials, (3) encourage the construction of attractive permanent structures which conform to the provisions for adequate and suitable landscaping, and the proper placement of improvements of the sites; and (4) provide adequate parking and access.
- 1.2 Permitted Uses and Sale Back.** Cross Pointe Addition, Section 3 shall be used for commercial and office uses only. Such uses shall be limited to the construction, leasing, operation and maintenance of retail, banking, office, business, service and professional establishments in accordance with the current zoning as established by the City of Midland, Texas. Purchasers of lots in Cross Pointe Addition, Section 3 shall develop their site, or commence development and continue with reasonable diligence, within one year of the purchase date, or otherwise be required to offer the site for purchase to Developer at the same rate that the lot was purchased. Developer shall notify Purchaser of its acceptance or rejection of the option to purchase within thirty (30) days of receipt by Developer of the offer.
- 1.3 Development Standards.** The following development standards shall be observed by the owners, lessees and interested parties with respect to the Land:
- A. No noxious or offensive trades, services or activities, including pornographic or adult oriented businesses, abortion clinics, hookah bars, vape stores, or weed sales nor shall any use or activity on the Land become an annoyance or nuisance by reason of unsightliness, odor, glare, vibration, dust, smoke or noise.
 - B. No materials, supplies, equipment, products, raw materials, or articles of any nature shall be stored or permitted to remain on any lot within the Land.

- C. Each owner or tenant shall keep its parcel and improvements within the Land in a safe, clean, and neat condition and shall remove any rubbish or trash of any character generated on the Land or accumulated from without. No disposal of rubbish shall be permitted by means contrary to ordinances of the City of Midland.
- D. No heating, air conditioning, electrical, lighting or other equipment shall be installed on a roof, hung on exterior walls or placed upon exterior landscaped areas where the equipment is visible to the public.
- E. Except as provided below with respect to Lot 2, Block 1, no Lot shall be used for the operation of convenience store, a facility for the dispensing of gasoline or other motor fuels or the operation of a car wash. The covenant in this Section 1.3.E. shall automatically terminate without the need for any further action by the Developer or other Lot owners upon the failure to continuously operate at least one of such businesses (convenience store, sale of gasoline or other motor fuels or the operation of a car wash) on Lot 2, Block 1, for a period of twelve (12) consecutive months. Upon the occurrence of such event, any Lot owner within the Cross Pointe Addition may provide written notice to the owners of Lot 2, Block 1 that they have failed to operate any of such businesses on Lot 2, Block 1 for a period of twelve (12) consecutive months. If the owners of Lot 2, Block 1 do not dispute the occurrence of such event, such complaining Lot owner may then record a notice of termination of this section 1.3.E.

ARTICLE II: CONSTRUCTION REQUIREMENTS

- 2.1 General Construction Guidelines.** All access, drainage, utility, fire lane easements and set back lines shall be shown on the most recent plats of this subdivision and all applicants shall be subject to said requirements. These requirements shall be used as general construction guidelines.
- 2.2 Landscaping.** All areas not covered by buildings, parking spaces or access areas shall be landscaped with appropriate plant or landscape materials and shall be maintained at all times.
- 2.3 Building Wall Finish.** All walls exposed to the general public shall be composed of modified stucco, pre-cast concrete panels, tile, glass, brick or stone. Decorative detailing on exterior walls shall be brick, glazed brick, tile or wood. Walls exposed to service drives (no general public visibility) shall be composed of painted concrete block, stucco, pre-cast concrete panels, tile or brick.
- 2.4 Roofing.** Roofs shall be of a standing seam metal, common built-up or trellised design and construction.
- 2.5 Sidewalks and Pavements.** Building fronts must have a minimum ten foot (10') walk along the entire frontage. Pavement materials for sidewalks shall be ceramic tile, brick, pavers, concrete with patterns of tile or brick. Pavement materials for parking or road surface should be concrete or asphalt.
- 2.6 Parking and Loading Facilities.** Adequate loading and maneuvering space will be provided at loading areas and will be properly graded and as incorporated as practicable. With respect to the buildings to be constructed within Cross Pointe

Addition, Section 3 after the date hereof, if warranted by the intended use or uses thereof, parking spaces auxiliary thereto in excess of the requirements of the City of Midland may be required. Adequate space for circulation of traffic will be provided by each lot owner.

2.7 Exterior Lighting & Signage. A full cut-off downcast type of lighting shall be used in all parking and walkway areas. All signs must conform to the City of Midland sign ordinance.

2.8 Ingress, Egress and Utilities. There are no reciprocal parking easements granted by this Declaration. Lot owners, however, may either amongst themselves, or singularly or collectively with their respective tenants, enter into such agreements.

ARTICLE III: MISCELLANEOUS

- 3.1 Modification Provisions.** This Declaration may not be modified, terminated, or rescinded without the consent of (1) the Developer and Kent Distributors Incorporated ("KDI") (if KDI still owns any portion of the Cross Pointe Addition), and (2) not less than seventy five percent (75%) of the owners of the Land on a per acreage basis (including the Developer and KDI) and then only by a written instrument duly executed and acknowledged by such parties and recorded in the office of the County Clerk of Midland County, Texas.
- 3.2 Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift of dedication of any portion of Cross Pointe Addition, Section 3 to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Declaration shall be strictly limited to and for the purposes herein expressed.
- 3.3 Severability.** If any clause, sentence, or other portion of this Declaration shall become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be so, the remaining portions shall remain in full force and effect.
- 3.4 Enforcement.** An owner of all or any portion of the Land may enforce the provisions of these Declarations.
- 3.5 Lot 2, Block 1 Allowed Usages.** Notwithstanding anything to the contrary herein, the owners of Lot 2, Block 1 of the Cross Pointe Addition may utilize such property for a car wash, convenience store or other similar commercial business and such usages shall not be in conflict with the provisions and covenants contained herein, including the requirement to commence development within one (1) year.

WITNESS THE EXECUTION hereto as of the date of acknowledgement by each of the said parties hereto.

DEVELOPER:

BLACK FAMILY PARTNERSHIP, LTD.

by: Black & Crump, Inc.

by: 

name: _____
title: _____

CRUMP FAMILY PARTNERSHIP, LTD.

by: Black & Crump, Inc.

by: [Signature]
name: _____
title: _____

STATE OF TEXAS

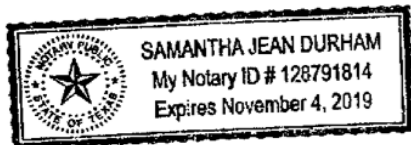
COUNTY OF MIDLAND

This instrument was acknowledged before me on this 3rd day of April, 2019 by Michael E. Black, manager on behalf of BLACK & CRUMP, INC., the General Partner of BLACK FAMILY PARTNERSHIP, LTD., a Texas Limited Partnership.

Samantha Jean Durham

Notary Public, State of Texas

My Commission Expires: 11/4/2019



STATE OF TEXAS

COUNTY OF MIDLAND

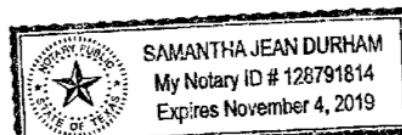
This instrument was acknowledged before me on this 3rd day of April, 2019 by E. Lea Crump, manager on behalf of BLACK & CRUMP, INC., the General Partner of CRUMP FAMILY PARTNERSHIP, LTD., a Texas Limited Partnership.

Samantha Jean Durham

Notary Public, State of Texas

My Commission Expires: 11/4/2019

STATE OF TEXAS



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Midland County
Alison Haley
Midland County Clerk

Instrument Number: 29723

Real Property Recordings

Recorded On: September 25, 2019 04:01 PM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$38.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

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.

File Information:

Document Number: 29723
Receipt Number: 20190925000182
Recorded Date/Time: September 25, 2019 04:01 PM
User: Araceli R
Station: cc10299

Record and Return To:

CITY OF MIDLAND
PO BOX 1152
ATTN: PLANNING
MIDLAND TX 79702



STATE OF TEXAS
Midland County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Midland County, Texas



Alison Haley
Midland County Clerk
Midland County, TX

Alison Haley
