

DEED RESTRICTIONS

DEED

VOL 1218 PAGE 727

BENCHMARK SUBDIVISION

FILE NO.

11,126

County Clerk, Victoria County, Texas

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF VICTORIA §

THAT S. & R. DEVELOPMENT CO., INC., a Texas Corporation acting herein by and through its duly authorized officers, hereinafter called "Grantor", being the owner of 26.195 acres of land out of the Jose Luis Carabajal League, A-12 and the Jose Maria J. Carabajal League, A-13, Victoria County, Texas, which has heretofore been platted into that certain subdivision known as BENCHMARK SUBDIVISION, hereinafter called "the subdivision" according to the plat of the subdivision recorded in Volume 6, Page 259, of the Map and Plat Records of Victoria County, Texas, reference to said Plat and the record thereof being here made for all purposes, desiring to create and carry out a uniform plan for the improvement, development, sale and use of all of the lots in the subdivision, for the benefit of the present and future owners of the lots, DOES HEREBY ADOPT AND ESTABLISH THE FOLLOWING RESERVATIONS, RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, AND STIPULATIONS APPLICABLE TO AND GOVERNING THE USE, OCCUPANCY AND CONVEYANCE OF THE SUBDIVISION AND LOTS THEREIN:

I

RESERVATIONS

A. Title to all streets, drives, boulevards and other roadways, and to all easements, is hereby expressly reserved and retained by Grantor, subject only to the grants and dedications hereinafter expressly made.

B. Grantor reserves the utility easements and rights-of-way shown on the recorded plat of the subdivision for the construction, addition, maintenance and operation of the utility systems now or hereafter deemed necessary by Grantor for all public utility purposes, including systems of electric light and power supply, telephone service, gas supply, water supply and sewer services, and such other utility services as may result from advances in science and technology.

C. Grantor reserves the right to impose further restrictions and dedicate additional easements and roadway rights-of-way with respect to such lots which have not been sold by Grantor, by instrument recorded in the office of the County Clerk of Victoria County or by express provisions in conveyances.

D. Subject to the foregoing, Grantor hereby DEDICATES TO THE USE OF THE PUBLIC all streets, drives, boulevards and other roadways, and all easements shown on the recorded plat of the subdivision; provided, however, that the use thereof by any utility company is limited to public utility companies having the right of eminent domain and having agreements in writing with Grantor for the proper provision of utility services.

E. Grantor reserves the right to make minor changes in and additions to all easements created hereby for the purpose of most efficiently and economically installing utility systems.

F. Neither Grantor nor any utility company using the utility easements shall be liable for any damages done by them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

G. It is expressly agreed and understood that the title conveyed by Grantor to any lot or parcel of land in the subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto construed by or under Grantor or its agents or public utility companies through, along or upon said easements or any part thereof to serve said property or any other portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Grantor.

H. It is further expressly agreed and understood that an underground telephone cable system will be installed in the subdivision. Each residence shall also be provided with conduit, pull wire and a minimum of three outlet boxes, at the owner's or builder's expense, for the installation of telephone wiring and equipment. Trenching, filling, conduit and other items to be performed or provided by the owner or builder, shall comply with specifications provided by the telephone company.

I. Pursuant to a contract to be executed between Grantor and the electric company furnishing service, an underground electric distribution system will be installed in the subdivision which underground service area shall embrace all lots in the subdivision. The owner of each lot in the subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the above mentioned contract) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers of energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each tract. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot in the underground residential subdivision, shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

J. It is further expressly agreed and understood that Grantor, its successors and assigns may use any of the lots in the subdivision, for a sales office, a model home or model homes, and parking related to such sales office and model homes. Any portion of the subdivision, including streets, drives, boulevards and other roadways, as well as esplanades, may be used for sales offices, sales purposes, guardhouses, and for other purposes deemed proper by the Benchmark Homes Association.

K. Grantor reserves the right to mow vegetation and remove trash and rubbish on each lot in the subdivision. This

right shall terminate as to each lot upon the completion of construction of a single family residence on said lot.

II

ADMINISTRATION

A. Grantor shall be responsible for the organization of a Texas non-profit corporation, which may be named "BENCHMARK HOMES ASSOCIATION", hereinafter called "the Association", and for the appointment of an ARCHITECTURAL STANDARDS COMMITTEE, hereinafter called "the Committee". The Association and the Committee shall have the rights, powers and duties provided for herein. The Association shall be governed by its Articles of Incorporation and by-laws and the Committee shall be governed by its by-laws. Until such time as Grantor has sold all of the residential lots in Benchmark within the boundaries shown of the preliminary plat of Benchmark prepared by URBAN ENGINEERING, dated June 30, 1983, Grantor shall name the Directors of the Association and the Members of the Committee.

B. Grantor shall, upon the sale of all of the residential lots of Benchmark, but not later than January 1, 1995, issue memberships in the Association to the owners of such lots as such owners are shown on its records. The members of the Association shall thereupon and thereafter elect the Directors of the Association in accordance with its Articles and By-laws; and the Association shall thereupon and thereafter name the members of the Committee.

C. Each residential lot in the subdivision (exclusive of those owned by Grantor) shall be subject to an annual maintenance charge, hereinafter called "maintenance charge", not to exceed Three Hundred Sixty Dollars (\$360.00) per year, or an amount in excess thereof agreed to by a majority of the lot owners, excluding lots owned by Grantor. Each lot owner shall be entitled to one (1) vote for each lot or home site owned. After completion of the construction of a private single family residence on any lot; such lot shall not be subject to any further maintenance charges unless additional maintenance charges are approved by the Association in accordance with its By-laws.

The maintenance charge shall be secured, collected, managed and expended as follows:

1. The maintenance charge for each lot shall be due and payable annually, in advance, on the first day of January following the sale of such lot by Grantor, and on the first day of each January thereafter. The maintenance charge for the year of the sale by Grantor shall be pro-rated and the purchaser's pro-rata share shall be paid to the Association upon the closing of the sale. Maintenance charges not paid when due shall bear interest at the rate of ten (10) percent per annum or such greater rate as may be set by the Association, provided the rate shall not exceed the maximum legal rate. No maintenance charge shall begin to accrue on any lot until the sale thereof by Grantor.

2. The maintenance charge for each calendar year until changed is hereby fixed at One Hundred Twenty Dollars (\$120.00) per lot per year. The maintenance charge may be adjusted by the Association from year to year, not to exceed an amount specified in paragraph C above, consistent with the needs of the subdivision as determined by the Association.

3. The maintenance charges shall, when paid, be deposited in a separate maintenance fund bank account. The maintenance fund shall be held, managed, invested and expended by the Association, at its discretion, for the benefit

of the subdivision and the owners of residential lots therein. The Association shall, by way of illustration and not by way of limitation, expend the maintenance fund for improving and maintenance of streets, roads, esplanades, sidewalks, and vacant lots in Benchmark; collection of garbage and refuse; patrol and security services, fogging and spraying for insect control; street lighting; enforcement of these Restrictions, by action at law or in equity, or otherwise, paying court costs as well as reasonable and necessary legal fees out of the maintenance fund; and for all other purposes which are, in the discretion of the Association, desirable in maintaining the character and value of Benchmark and the residential lots therein. The Association shall not be liable to any person with respect to the maintenance fund except for its willfull misdeeds. It shall not be required to expend funds at any time but shall have the right to advance money to the fund, or borrow on behalf of the fund, paying then current interest rates.

4. To secure the payment of the maintenance charge, a vendor's lien is hereby retained on each lot in favor of the Association and it shall be the the same as if a vendor's lien was retained in favor of S. & R. DEVELOPMENT CO., INC. and assigned to the Association without recourse in any manner on S. & R. DEVELOPMENT CO., INC. for payment of such indebtedness. Said lien shall be enforceable through appropriate proceedings at law; provided, however, that such lien shall be junior, subordinate and inferior to any first lien mortgage (and renewals and extensions thereof) granted by the owner of any lot to secure the repayment of sums advanced to cover the purchase price for the lot or any second lien mortgage granted by the owner of any lot to secure the repayment of sums advanced to cover the cost of any permanent improvement to be placed thereon. All maintenance charge liens as provided for herein may be enforceable through any appropriate proceeding at law or in equity; provided, however, that under no circumstances shall the Association ever be liable to any owner of any lot or any other person or entity for failure or inability to enforce or attempt to enforce any such maintenance charge lien.

5. The provisions of this Section C shall remain in effect so long as these Restrictions, and any extensions and/or amendments hereof, are in force.

D. The Association shall function as the representative of the owners of the lots in the subdivision for the purposes herein set out as well as for all other purposes consistent with the creation and the preservation of a first-class residential subdivision. The Association shall, by way of illustration, in addition to collecting and managing the maintenance fund and enforcing these Restrictions, act through the Committee to approve or disapprove plans, publish architectural standards guidelines, and perform such functions as herein provided for the Committee. The Association and the Committee may employ a consulting architect or architects to assist in the architectural aspects of subdivision control as they may deem appropriate, compensating such architect or architects out of the maintenance fund.

E. Grantor, the Association and the Committee, as well as their agents, employees and architects, shall not be liable to any owner or any other party for any loss, claim or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration and perform-

ance. These Restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these Restrictions. No approval of plans and specifications and no publication or architectural standards Guidelines shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The acceptance of a deed to a residential lot in the subdivision shall be deemed a covenant and agreement on the part of the grantee, and grantee's heirs, successors and assigns, that Grantor, the Association and the Committee, as well as their agents, employees and architects, shall have no liability under these Restrictions except for willful misdeeds.

F. No improvements of any kind or character whatsoever shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, on any residential lot in the subdivision until the complete plans and specifications and plot plan showing the location of the structure have been approved by the Committee or its designated coordinating architect in accordance with the following procedure:

1. Two (2) complete sets of plans drawn to scale and specifications along with applicable examination fee as set forth in Architectural Guidelines shall be delivered to the coordinating architect (or the Committee if there is no coordinating architect). Such plans and specifications shall be reviewed as to quality of design, harmony of exterior design and materials with existing or approved structures, and location with respect to topography, finish grade elevations and set-back restrictions. Such approval is to be based on the applicable requirements and restrictions set out herein.

2. If found to be in compliance with these restrictions, a letter of approval with any qualifications or modifications will be prepared for countersignature by the builder and/or owner. Such approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval.

3. If found not to be in compliance with these Restrictions, one set of such plans and specifications shall be returned marked "Disapproved". Disapproved plans and specifications shall be accompanied by a reasonable statement of items found not to comply with these Restrictions.

4. If no action is taken on plans and specifications within thirty (30) days after their delivery to the coordinating Architect or Committee, they shall be deemed approved on the 30th day after such delivery.

5. The Committee shall from time to time promulgate and publish Architectural Standards Guidelines. A copy of the Guidelines in effect at the time will be furnished to owners and builders on request. Such Guidelines supplement these Restrictions and are hereby incorporated herein by reference. The Architectural Standards Guidelines may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance, design and quality of improvements.

RESTRICTIONS

A. Residential Purpose.

1. This subdivision shall be used for private single family residences only. The term "family" as used herein shall mean one or more persons related by blood, adoption, or marriage, living and cooking together as a single housekeeping unit, exclusive of household servants or a number of persons but not exceeding two (2) living and cooking together as a single housekeeping unit though not related by blood, adoption, or marriage shall be deemed to constitute a family.

2. Only one residence shall be constructed on each lot. This provision shall not, however, prohibit the construction of a residence on a portion of two or more lots as shown by the plat of the subdivision, provided such portion constitutes a home site as defined in the succeeding paragraph.

3. Parts of two (2) or more adjoining lots facing the same street in the same block may be designated as one home site, provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street and the minimum square footage of the lot shall not be less than 15,000 square feet.

4. The term "residential purpose" as used herein shall be held to exclude hospitals, duplex houses and apartment houses, and to exclude commercial, business and professional uses; and to exclude any development operations or drilling for oil, gas or other minerals or any quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operations; any such excluded usage of the subdivision, not otherwise herein authorized, is hereby expressly prohibited.

5. The word "house" or "residence" as used herein with reference to building lines shall include galleries, porte cocheres, porches, projections and every other permanent part of the improvements, except roofs. Steps, terraces and planters outside of building lines will be permitted, however, provided that approval of the Committee is granted.

6. No garage or outbuilding on this property shall be used as a residence or living quarters, except by servants engaged on the premises or by members of immediate family occupants. A garage shall be used solely by the owner or occupant of the lot upon which the garage is located.

7. No building materials or temporary building of any kind or character, including, but not limited to, tents, shacks, garages or barns, shall be placed or stored upon the property until the owner is ready to commence improvements, and then such materials or temporary building shall be placed within the property lines of the lot or parcel of land on which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line; and any such temporary building or structure of any kind shall not be used for any purpose other than construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition.

8. All storage buildings or other structures built or placed on any lot after approval of initial plans must be approved by the Committee.

9. No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished.

B. Building Sizes and Construction.

1. The living area of the main house or residential structure constructed on any homesite, exclusive of porches and garages, shall be not less than: (a) in the case of a one-story residence, 2,000 square feet; or (b) in the case of a residence with more than one-story, 2,500 square feet. No residence may exceed two and one-half (2 1/2) stories in height above grade.

2. No garage may be greater in height or number of stories than the residence for which it is built. Garages of sufficient size to accommodate not less than two (2) cars must be provided. Carports, subject to approval by the Architectural Standards Committee, may be used instead of garages provided that they meet all requirements of setback, facing and size applicable to garages. No garage may be converted to living area without the prior written consent of the Architectural Standards Committee.

3. The outer portion of the walls of any residence including any attached or detached garage constructed on any lot in the subdivision shall be composed of rock, brick, stone, masonry, or stucco covering not less than fifty (50) percent of outside wall area unless a variance is approved by the Architectural Standards Committee. Under no circumstances shall concrete or hollow tile blocks, or asbestos or metal siding be utilized as the outer walls of the residence or garage.

4. All roofs shall be wood shingle, tile or heavy composition with a minimum weight of three hundred (300) pounds per 100 square feet.

C. Building Locations.

1. No building shall be erected on any lot nearer to the front property line or nearer to the side street property line than the building lines shown on the recorded plat. In any event, no building shall be located nearer than 30' to the front property line, or nearer than 15' to any side street property line. No building shall be located nearer than 7' to any interior side property line. In all cases, a garage or other permitted accessory building located 50' or more from the front property line may be minimum distance of 7' from an interior side property line. No residential building may be closer than 10' to the rear property line and no building, even of a temporary nature, may be placed in a utility easement.

D. Facing of Residences.

1. Houses or residences on corner lots shall face the street from which the greater building line setback is shown on the recorded plat, unless alternate facing is authorized by the Architectural Standards Committee.

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E. Facing of Garages.

1. No garage located closer than 50' to the front property line shall face and open at less than a 90° angle to the front property line.

2. Garages on corner lots may optionally open directly toward and have driveway entrances from the side streets with a set-back of at least 20' from the side street property line.

F. Fences, Walls and Hedges.

1. No fence, wall or hedge shall be placed on any lot in the subdivision nearer to any front or to any side street than is permitted for the house on said lot, (except as approved by the Committee) and no fence, wall or hedge located between interior lot lines and building set-back lines shall be higher than six (6) feet from the ground unless it is an integral part of the house or building structures. No wire or chain link fence is permitted on any part of any lot. No fence, wall or hedge shall be placed on the backside of any of the lots in Block three (3) that is higher than four (4) feet from the ground. All fences, walls or hedges placed on the interior sides of any of the lots in Block three (3) that are more than four (4) feet in height shall be gradually reduced in height on an angle from a point that is twenty (20) feet from the back property line of each lot to the back corners of each lot to a height of four (4) feet. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of adjoining property or the Association. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of the Grantors and such encroachment is wholly at the risk of the owner, and removal shall be solely at the expense of the owner.

G. Driveways.

1. All driveways shall be concrete and shall be constructed with a minimum width of nine (9) feet. Drives shall have expansion joints not more than twenty (20) feet apart, with one joint at back of street curb. Width of driveway shall flare to a minimum of fifteen (15) feet (not to encroach past property line) and the curb shall be broken in such a manner that the driveway may be at least four (4) inches thick at its end towards the street paving, and this extreme end shall be poured against a horizontal form board to reduce the unsightly appearance of a raveling driveway. Other material for driveways may be used if approved by the Architectural Standards Committee.

H. Walks.

1. Walks from the street curb to the residence shall have minimum widths of four (4) feet.

2. A concrete walk four (4) feet in width and at least four (4) inches in depth shall be constructed on the front side of each lot in the subdivision. This concrete walk shall be parallel to the street and the front side of the walk shall be one (1) foot inside of the street right-of-way line. In addition, a walk with the same size and specifications shall be constructed on the exterior sides of all corner lots in the subdivision. All walks shall be constructed in accordance with the City of Victoria Design Standards. Ordinance No. 83-3.

I. Parking.

1. No parking shall be allowed in the streets. As an exception to this restriction, it is agreed that owner's guests may park their automobiles in front of residential lots during the hours beginning 8:00 a.m. until 1:00 a.m.,

provided, however, where this exception conflicts with the restriction number J.10. hereof, restriction number J.10 shall control.

J. Miscellaneous.

1. No trash, garbage, ashes, refuse or other waste shall be thrown or dumped on any vacant lot in the addition, and no trash racks may be permanently built or left in front of the lot.

2. Grass and weeds shall be kept mowed to prevent unsightly appearances. Dead, diseased, or damaged trees which might create a hazard to property or persons on any lot or adjacent lot, shall be promptly removed or repaired, and if not removed by owners, then the Association may, but shall not be required to, remove such trees at owner's expense and shall not be liable for damage done in such removal.

3. No activity may be carried on or allowed to exist upon any lot which may be noxious, detrimental, or offensive to any other lot or to the occupants of any lot.

4. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any lot, except that not more than a total of five (5) dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes.

5. No owner shall permit any thing or condition to exist upon his lot which shall induce, breed, or harbor infectious plant diseases or noxious insects. Each owner shall keep all shrubs, trees, hedges, grass and landscaping of every kind on his lot, including any setback areas, areas between lot lines and adjacent sidewalks and/or street curb, neatly trimmed, properly cultivated, and free of trash, weeds and other unsightly material. No trees, hedges, shrubs, or other landscaping shall be planted or permitted to remain on any lot unless the foliage line is maintained at a proper height to prevent obstruction of safe cross-visibility of traffic approaching an intersection or driveway. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company or authority is responsible.

6. Each owner of a lot agrees for himself, his heirs, or successors in interest that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said tract, including landscaping of any lots in said tract, was completed by Grantor.

7. Each owner of a lot in the subdivision agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots, when such access is essential for the maintenance of drainage facilities.

8. No signs or advertising device of any kind may be placed or kept on any lot other than one name and/or number plate not exceeding seven (7) square inches in area and one sign for sale purposes not exceeding eight (8) square feet in area. The latter sign must be a sign furnished or approved by the Committee. During construction, Contractors, Architects or lending institutions may place appropriate signs on the property.

9. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained except in an enclosed service area, not visible to the public.

10. No flag pole shall be permanently erected on any property unless approval has been obtained in writing from the Committee.

11. No golf cart, tent, mobile home, motor home, trailer of any kind, or similar structure, and no trucks, campers, or boats shall be kept, placed, maintained, constructed, reconstructed, or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, other than in a garage. The doors of garages housing trucks, campers or boats shall be closed at all times except for actual entry or exit. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelter or facilities maintained during, and used exclusively in connection, reconstruction or repair of any work or improvements.

12. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, housetrailer, or the like, shall be kept on any lot other than in the garage, or other structures approved by the Committee.

13. No privy, cesspool, or septic tank, or disposal plant shall be erected or maintained on any part of this property without consent of the Committee.

14. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of the Committee.

15. Mailboxes must be approved by the Committee.

16. No antenna for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise, other than a master or community antenna approved by Grantor. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any lot which may unreasonably interfere with the reception of television or radio signals upon any other lot.

17. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be constructed, placed, or maintained anywhere in or upon any lot other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in or under buildings or other structures. Nothing herein contained, however, shall prevent erection and use of temporary power or telephone services incident to the construction of buildings or other improvements or to restrict the overhead distribution of three-phase primary power supply to the subdivision by the utility company.

18. No windmill or other wind powered device shall be erected, used or maintained on any lot within the subdivision.

19. Each owner of a lot agrees for himself, his heirs, assigns, or successors in interest that he will permit free and reasonable access by the owner of adjacent or adjoining lots containing a fence or wall, when such access is essential for the construction, reconstruction, refinishing, repair, maintenance, or alteration of said divisional wall. The access shall be limited to an area five (5) feet in width along or parallel to the property line. Access shall only be at reasonable times and shall be permitted only after written notice has been given to the lot owner stating the purpose of the access. In no event shall such access be deemed to permit entry into the interior portions of any dwelling. Any damage caused by such access will be repaired at the expense of the owner causing such damage in a prompt and timely fashion. All damaged property shall be repaired and restored to the same condition it was in prior to the damage.

20. All gas meters shall be located behind the building set-back line.

21. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

22. No part or parts of the land in this subdivision shall be used in such manner which would increase the hazard of fire on any other part or parts of the land or any property adjoining the land.

23. The invalidity, violation, abandonment, variance, approval, or waiver of any one or more of or any part of the reservations, restrictions, or other provisions hereof, either as to all or any part of the land, shall not affect or impair such reservations, restrictions, or other provisions hereof as to the remaining parts of the land and shall not affect or impair the remaining reservations, restrictions, or other improvements hereof or parts thereof as to all the land.

24. Should any owner desire a minor variance from these restrictions concerning size of residence, set-back, garage or driveway location or other similar matter, application for variance shall be made to the Committee under procedures set forth in architectural guidelines. The decision of the Committee shall be final and cannot be contested by the applying owner or any owner objecting to such variance, if a variance is granted.

K. Duration.

1. These restrictions shall remain in full force and effect until January 1, 2033, and shall be automatically extended for successive ten (10) year periods provided, however, that these restrictions may be terminated on January 1, 2033, or on the commencement of any successive ten-year period, by filing for record in the Office of the County Clerk of Victoria County, Texas, a written statement of election to terminate these restrictions, executed and acknowledged by the owners of a majority of the area of the lots in the subdivision. Such statement must be filed prior to the commencement of the ten-year period for which these restrictions would otherwise be in effect.

DEED

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EXECUTED on this 5th day of October, 1983.

S. & R. DEVELOPMENT CO., INC.

By T.E. Rowan
President - T.E. ROWAN

THE STATE OF TEXAS §

COUNTY OF VICTORIA §

THIS INSTRUMENT was acknowledged before me on the 5th day of October, 1983, by T.E. ROWAN President of S. & R. DEVELOPMENT CO., INC., a Texas Corporation, on behalf of said Corporation.

Kathy Nollkamper
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Kathy Nollkamper

MY COMMISSION EXPIRES ON:

12/3/85

FILED

'83 OCT -5 P3:35

Val C. Zinner
COUNTY CLERK
VICTORIA COUNTY, TEXAS

By: Beth Zorav
Deputy

STATE OF TEXAS COUNTY OF VICTORIA
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly re-
corded in the volume and page of the named records
of Victoria County, Texas as stamped hereon by me.



OCT 5 1983

Val C. Zinner
COUNTY CLERK, Victoria County, Texas