

FILE No. 384
County Clerk, Victoria County, Texas

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THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF VICTORIA X

THAT I, Richard Cisneros of Victoria County, Texas, being the owner of Casa Grande Estates, a subdivision as shown by the map and plat of said subdivision duly recorded in Volume 5, Page 10, of the Deed Records of Victoria County, Texas, do hereby make and publish limitations and restrictions which are to apply to, and become a part of all contracts of sale, deeds, and other legal instruments whereby title or possession is divested out of the present owners, and invested in other person or persons. To all of which I do hereby bind myself as the fee owner of said property in said Casa Grande Estates. All of the limitations and restrictions contained herein shall extend to and include the heirs, assigns, devisees, lessees and holders of every kind of and under all who may purchase or acquire any real property in said Casa Grande Estates from me who expressly retain and reserve in every part, parcel or portion of said lots in Casa Grande Estates, the proprietary right to the enforcement and observance of all limitations and restrictions hereinafter set forth:

1. All of the above property shall be used for single family private residences only, and no flats, duplexes, nor apartment houses, though intended for residence purposes, may be erected. No residence shall be used as a boarding or rooming house. A residence shall be considered a boarding or rooming house when more than two persons are provided board or lodging for hire.

2. No livestock, except household pets, shall be kept on the premises or any part thereof.

3. No billboard or advertising sign shall be placed on any lot or street except those used in selling lots in this subdivision.

4. No business house, commercial riding stable, commercial dog kennel, sanitarium, doctor's or dentist's clinic, club, hotel, saloon, factory, warehouse, or any place of business of any kind shall be constructed, kept, operated, or maintained for such purpose or purposes; nor shall the land without a building be used for commercial purposes. No noxious or offensive activity shall be carried on upon any lot, nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. Grass, weeds and vegetation between the house and the street line shall be mown at regular intervals so as to maintain the same in a neat and attractive manner. No trash, ashes or other refuse may be thrown on any vacant lot, drive or street in this subdivision.

6. All dwellings shall be of a one or two story construction and the main structure of any dwelling on any of the above lots in this subdivision, exclusive of porches and garages, shall be not less than eighteen hundred (1,800) square feet of living area; the exterior wall of all residences shall be constructed of at least fifty per cent (50%) in brick.

7. No building shall be located on any lot nearer to the front than the building line indicated on the map and plat of this subdivision, or nearer than five (5) feet to the side of said lot. No building shall be located on any lot nearer than ten (10) feet to the rear utility easement line, and all garages and out-buildings shall conform to the architecture of the residence on the same lot.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

9. No structure of a temporary character, trailer house, mobile home, prefabricated structure, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. All residences must face the street on which said lot fronts, that is Calle Ricardo Circle.

11. No previously built structure shall be moved onto any lot in this subdivision, it being the intention of these covenants to require all buildings to be located on any lot to be constructed or erected in this subdivision.

12. Only one residence may be constructed on any lot in this subdivision.

13. No drilling, developing or exploring for oil, gas, sulphur or other mineral shall ever be permitted on any lot.

14. No individual sewage disposal system shall be permitted on any of the above lots in this subdivision, unless approval of such system is obtained from the health authority having jurisdiction.

15. No building shall be erected, placed or altered on any of the above lots until the construction plans and specifications and a plan showing the location of the structure have been approved by Richard Cisneros as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

In the event of the death of Richard Cisneros, the then owners of the lots in Casa Grande Estates, by a majority vote, shall have the power and right to designate an architectural control committee. Such committee shall be elected by a majority vote of the owners of lots in this said subdivision, with each owner having one vote for each lot owned. The members of such committee shall not be entitled to any compensation and shall have the same powers and duties as originally reserved to Richard Cisneros. The powers and duties of such committee shall cease on or after January 1, 1990. Thereafter, the approval described in this covenant shall not be required unless, prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision.

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In the event Richard Cisneros, or the successor architectural control committee, shall fail to approve or disapprove construction plans and specifications within sixty (60) days after such plans and specifications have been submitted for approval, then approval will not be required, and this covenant shall be deemed to have been fully complied with.

16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January, 1990, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the owners of title to the majority of the above lots in this subdivision, it is agreed to change the covenants in whole or in part which agreement to change the covenants shall be effected by filing the same for record in the Deed Records of Victoria County, Texas, at least one (1) year prior to the expiration of the twenty-five (25) year or ten (10) year periods thereafter.

17. "Owners" as used herein shall include those who have legal title to the land in the subdivision except it shall not include the owner of a vendor's lien.

18. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or both due to such violation.

19. Invalidation of any one of these covenants by judgments or court order or in any manner whatsoever shall in no wise affect any of the other provisions, which shall remain in full force and effect.

20. Notwithstanding any of the restrictions, limitations, provisions and covenants herein contained, it is herenow specifically provided that violation of any of such restrictions, limitations, provisions, covenants, shall not in any way affect the rights of any future good faith lien holder, having a valid lien on any lot or part thereof, who is in no way responsible for such violations.

Dr. Rea R. Finehout joins herein for the purpose of subordinating her vendor's lien and deed of trust lien to the covenants and restrictions herein set forth.