

COLETO BEND WEST

RESTRICTIONS

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THE STATE OF TEXAS . S

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF VICTORIA S

Whereas, JOHN A. WILSON and E. J. GEISTMAN, hereinafter called "Developers" are the record owners of all of the lots, tracts and parcels of land shown upon that certain map or plat of a subdivision known and designated as COLETO BEND WEST, a subdivision in Victoria County, Texas, according to the map or plat of such subdivision filed for record in the office of the County Clerk of Victoria County, Texas on the 16th day of August, 1972, and recorded in Volume 4, Page 50 of the Map Records of Victoria County, Texas, reference to which map or plat and the said record thereof being hereby made for all purposes; and

WHEREAS, the said Developers, for the purpose of creating and carrying out a uniform plan for the improvement and sale of said property in said subdivision, as a restricted subdivision, desire to impose certain restrictions upon the use of said property as hereby established and adopted, such restrictions to be made a part by appropriate reference to this instrument, of each and every contract, deed and lease by Developers covering the numbered tracts set forth on said map and same shall be considered a part of each of such contract, deed or lease, as though fully incorporated therein;

NOW, THEREFORE, that JOHN A. WILSON and E. J. GEISTMAN of Victoria County, Texas do hereby dedicate the before described property in accordance with the dedication appearing upon said map and agree that the land shown to be subdivided into numbered tracts according to said map, with the exception only of Tracts No. 1, 2, 3 and 4 as shown thereon, is held and shall hereafter be conveyed subject to the covenants, conditions, stipulations and restrictions as hereinafter set forth, and such restrictions, except as herein otherwise provided, shall be and are hereby imposed upon each numbered tract in said subdivision, except said Tracts No. 1, 2, 3 and 4, as shown by said map and as referred to herein, and same shall constitute covenants running with the land and shall be binding

upon and shall inure to the benefit of Developers, their heirs, executors, administrators and assigns and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns and each such party, by virtue of accepting a contract, deed, lease or other instrument affecting the title to any of said property, shall be subject to and bound by the following restrictions, covenants and conditions, to-wit:

1. All tracts as shown on the plat or map of Coletto Bend West, except Tracts No. 1, 2, 3 and 4, shall be designated "residence tracts" and none of said tracts or the improvements erected thereon shall be used for anything other than private residential purposes and shall not be used for any commercial purpose.

2. No building or structure shall be erected, constructed, maintained or permitted on a residence tract as herein defined, except a single detached dwelling house to be occupied by no more than one family. As appurtenant to any dwelling in Coletto Bend West, a 2 car private garage, garden house, servants' quarters, barn, shed, stall or other buildings of permanent construction may be erected upon such residence tract if architecturally in harmony with said dwelling house and provided specifically that no unpainted sheet iron, sheet aluminum, or sheet fiberglass structures shall be placed on any tract.

3. No main residential building which has less than 1200 square feet of floor space, exclusive of porches, car ports or attached garages shall be erected or placed on any of the tracts. All main residences shall have an exterior of at least fifty per cent (50%) rock, brick or stone masonry construction and further all garages or car ports constructed on any of the tracts covered by these restrictions shall have a capacity of not less than two (2) standard size automobiles.

4. No house, building or barracks that has previously been occupied may be moved on to any tracts, it being the intention that all structures large or small, shall be of new construction or recent

manufacture. No residence shall be used as a boarding house or as a rooming house. A residence shall be considered a boarding house or rooming house when more than one person is providing board or lodging therein for hire.

5. No structure of a temporary character, basement, tent, shack, garage or other out building shall be used on any of the tracts at any time as a residence, either temporary or permanent.

6. The work of construction of all buildings, improvements and structures shall be prosecuted diligently and continuously from commencement of construction until such buildings and structures are completed and painted. All structures shall be completed as to external appearance, including finished painting, within twelve (12) months from the date of commencement of construction, unless prevented by cause beyond the owner's control.

7. Utility service, if any, must be taken into the residence or other buildings on designated utility easements or as shown on plat of record in the Deed Records of Victoria County, Texas.

8. No signs or advertisements of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

9. All bathroom, sink and toilet conveniences shall be inside of the residence, and shall be connected by underground pipes with a private septic tank of a depth and type of construction approved by the proper governmental authority having jurisdiction with respect thereto. The drains from said septic tank shall be kept within the residence tract as hereinabove described. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field approved by such regulatory authorities.

10. No building or structure shall be located nearer than thirty feet (30') from any side street property line or nearer than thirty feet (30') from the front property line, or nearer than ten feet (10') from any side property line. The storage of any travel

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trailer, boat or truck is prohibited within such setback area. No repair or overhauling of automobiles or other equipment will be permitted within the herein described setback lines.

11. No trash, garbage, used lumber or material, unsightly items, or other refuse, may be thrown, dumped or otherwise disposed of on any tract, vacant or otherwise, in said residential district. No building material of any kind shall be placed or stored upon any property in said residential district until the owner is ready to commence construction, and then such material shall be placed within the property lines of the residential tract upon which structures are to be erected, and shall not be placed in the streets.

12. No noxious or undesirable thing or undesirable use of the property in said residential district whatsoever shall be permitted or maintained upon said property.

13. No animals, livestock, poultry or birds of any kind shall be raised, bred or kept for commercial purposes and no hogs shall be permitted at any time on any tracts.

14. All tracts can be fenced to their property lines. No fences consisting of wire (except approved chainlink), pine, fir, wooden woven picket (rolled picket), or materials which will not withstand decay-conducive conditions without special treatment shall be constructed or permitted on tracts within 100' of any front or side street.

15. If any parties hereto, or any of them, or their heirs, representatives or assigns, shall violate or attempt to violate any of the provisions of these restrictions of Coletto Bend West, it shall be lawful for any other person or persons owning any real property situated in Coletto Bend West to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of said restrictions, and either to prevent him or them from so doing or to recover damages for such violation.

16. If the owner, including any contract purchaser, of any tract in Coletto Bend West, other than Developers, shall desire to sell his tract or receives an offer for the purchase of same, which he would be willing to accept, such owner or contract purchaser shall

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not sell such tract without first giving JOHN A. WILSON and E. J. GEISTMAN the right of first refusal to purchasing such tract for the same price and on the same terms and conditions as stipulated in such offer received. Such right of first refusal shall be given by written notice to JOHN A. WILSON and E. J. GEISTMAN, which shall be transmitted by United States Registered or Certified Mail, with Return Receipt Requested, and shall set out the price, terms and conditions stipulated in said offer received, and the name and address of the person making such offer; and such notice shall be deemed given as of the date of such Registered or Certified mailing as evidenced by the Post Office receipt thereof. If JOHN A. WILSON and E. J. GEISTMAN shall not elect to purchase said tract for such price or on such terms and conditions specified in said notice within thirty (30) days from date such notice is given, then such owner may sell said tract to the person or persons making such offer, and in such case, it shall be the duty and obligation of JOHN A. WILSON and E. J. GEISTMAN to certify in writing, to be duly acknowledged and in recordable form, that selling owner or contract purchaser has complied with all of the provisions hereof and that John A. Wilson and E. J. Geistman have declined to purchase such tract. JOHN A. WILSON and E. J. GEISTMAN are hereby authorized, in their discretion, to waive the provisions of this paragraph in respect to any tract or tracts at any time, provided that each such waiver shall be in writing to be duly executed and acknowledged and in recordable form, and, whenever such waiver may be given by JOHN A. WILSON and E. J. GEISTMAN in respect to such tract or tracts, the owner or owners of such tract or tracts in respect to which such waiver is given may sell the same without regard to the provisions of this paragraph and without giving JOHN A. WILSON and E. J. GEISTMAN the right of first refusal to purchase the same. The mailing address of JOHN A. WILSON and E. J. GEISTMAN shall be that which is established from time to time and of which the owners or contract purchasers in Coleta Bend West shall be notified.

17. Invalidation of any provision, sentence or paragraph contained in these restrictions of Coleta Bend West by judgment or court order shall in no wise affect or invalidate any of the other provisions,

sentences or paragraphs of said restrictions, but the same shall be and remain in full force and effect.

18. These restrictions of Coletto Bend West shall run with the land and shall be binding upon all parties hereto, and all persons claiming under them until January 1, 1998. At such time the restrictions of Coletto Bend West shall be automatically extended for successive periods of ten (10) years each thereafter, unless an instrument signed by a majority of the then owners of the title to such tracts has been recorded in the Deed Records of Victoria County, Texas, agreeing to change said restrictions in whole or in part.

19. These restrictions of Coletto Bend West (except those affecting a bona fide mortgage) may be amended or modified with the written consent of the Developers and the written agreement of not less than fifty per cent (50%) of the owners of property in said residential district; and such modification or amendment shall be effective upon the filing for record of such instrument duly signed and acknowledged by the requisite number of owners, in the Deed Records of Victoria County, Texas. A person, regardless of the number of tracts he may own, shall be deemed a single owner for the purposes of this provision.

20. Every person who by deed becomes owner of any of the residential tracts in Coletto Bend West, or who by written consent agrees to purchase or lease any of said tracts, shall be deemed to have made and accepted such deed, contract or lease, subject to all of the restrictions, conditions, covenants and reservations herein stated; and their acceptance of such deed, contract or lease shall have the same effect and binding force upon them, their heirs, representatives, and assigns, as if the same were signed and sealed by said purchasers or lessees, and any person acquiring said property or any interest therein, whether by deed, lease, contract, or by process of law, shall be bound thereby.

EXECUTED this the 22ND day of AUGUST, 1972.

John A. Wilson
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