

**RESTRICTIONS
For
COUNTRY CLUB TERRACE
As amended 8/31/05**

Below are the restrictive covenants, conditions and limitations affecting the lots in Country Club Terrace that were originally contained and set forth in a legal document dated September 6, 1960 and recorded in Volume 546, Page 197 of the Deed Records in Victoria County, Texas. The original restrictions were amended by a majority of the owners of lots in Country Club Terrace on August 31, 2005 and filed in the Deed Records in Victoria County as Official Records Instrument # 200512442.

The original restrictions have been retyped here to incorporate the amendments (shown in *italics*) as a courtesy to owners of lots in Country Club Terrace. This is not a legal document, but is only intended as a convenient reference for lot owners in Country Club Terrace. For copies of the original official documents, which are filed in the Victoria County Deed Records, contact the Victoria County Clerk.

STATE OF TEXAS §
COUNTY OF VICTORIA §

WHEREAS, C. E. Erwin, W. O. Love and Albert Dick, all of Victoria County, Texas, hereinafter referred to as Grantor, are the owners in fee simple of all lots and blocks in "COUNTRY CLUB TERRACE," a subdivision in Victoria County, Texas, according to the map and plat thereof duly recorded in Volume 528 Page 699 of the Deed Records of Victoria County, Texas, to which map and plat reference is here made for all purposes; and

WHEREAS, said Grantor desires to place of record certain restrictive covenants, conditions and limitations affecting all the lots and blocks in said "COUNTRY CLUB TERRACE" above referred to:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the said C. E. Erwin, W. O. Love and Albert Dick, for the purpose of impressing upon the properties hereinabove described and referred to the restrictive covenants and conditions hereinafter set out, do hereby make and publish the following limitations, restrictions, covenants and conditions which shall apply to and become a part of all contracts of sale, deeds, and all other legal instruments whereby title and/or possession is divested out of the present owners of the above described properties and invested in any other person or persons, to all of which the aforesaid owners do hereby bind themselves, as the fee owners of said properties; all of said limitations, restrictions, covenants and conditions shall extend to and include all the heirs, executors, administrators, assigns, devisees, lessees, and holders of every kind who may purchase or otherwise acquire any real property in the said "COUNTRY CLUB TERRACE", from the owners thereof, and said owners expressly retain and reserve in every part, parcel and lot in said properties the proprietary right to enforcement and observance of all of such limitations, restrictions, covenants and conditions.

1. RESERVATIONS:

- a. In authenticating the subdivision map for record, and in dedicating the streets, drives, and roads for the use of the present and future owners of said lots and to the public, there shall be and are hereby reserved in Grantor the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed or to be executed by or on behalf of Grantor in the conveyance of said property or any part thereof:
- b. The several streets, drives and roads as shown on said map or plat are hereby dedicated to the use of the public.
- c. Grantor reserves the necessary utility easements and right-of-way as shown on the aforesaid map of "COUNTRY CLUB TERRACE", recorded in the Deed Records of Victoria County, Texas, to which easements are reserved for the use and benefit of any public utility operating in Victoria County, Texas, as well as for the benefit of Grantor and the property owners in the subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sewers, or any other utility or service which Grantor may find necessary for the proper service of lots in "COUNTRY CLUB TERRACE".
- d. Grantor reserves the right to impose further restrictions and dedicate additional easements and roadway right-of-way on any unsold sites in said subdivision, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instrument in writing duly recorded in the office of the County Clerk of Victoria County, Texas, or incorporated in the deed from Grantor conveying the site to be so restricted or subjected to such easement or right-of-way.
- e. Neither Grantor nor any utility company using the above mentioned easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.
- f. It shall be and is expressly agreed and understood that the title conveyed by Grantor to any lot or parcel of land in the said "COUNTRY CLUB TERRACE", 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, or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by Grantor or public utilities companies through, along, or upon the herein dedicated public easements, premises, or any part thereof to serve said property or any other portion of "COUNTRY CLUB TERRACE", and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to the City of Victoria, or to any public service corporation, or to any other party, is hereby expressly reserved to Grantor.

2. COUNTRY CLUB TERRACE CIVIC COMMITTEE:

- a. At such time as fifty per cent (50%) of the lots in "COUNTRY CLUB TERRACE" be deeded by Grantor, the then owners may by vote, as hereinafter provided, appoint or elect a Committee of three members to be known as The Country Club Terrace Civic Committee. Each member of the Committee must be a lot owner in "COUNTRY CLUB TERRACE". Each owner shall be entitled to one vote for each lot.

- b. Grantor shall be obligated to arrange for the initial election of such Committee at such time (after the sale of fifty per cent (50%) of the lots as hereinbefore set forth) as ten or more lot owners in "COUNTRY CLUB TERRACE" request in writing the call of such election. Thereafter, the Committee shall also be obligated to arrange for elections for the removal and/or replacement of Committee members when so requested in writing by ten or more lot owners in "COUNTRY CLUB TERRACE". The Country Club Terrace Civic Committee may also call such an election within its own discretion.
- c. Such election (or any other election for the removal or replacement of Committee Members) shall be governed by the following: The Country Club Terrace Civic Committee (or Grantor until such Committee is initially elected) shall serve written notice of such election to each of the then lot owners in "COUNTRY CLUB TERRACE", by addressing such notice by registered mail to the last know address of such owners at least two weeks prior to such election, therein apprising said owners of the time and place of said election. Posting of such registered notice shall be conclusively deemed to be notice. Votes of owners shall be evidenced by written ballot furnished by the Committee (or Grantor) and the Committee shall maintain said ballots as a permanent record of such election. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof. The results of such election shall be determined by the majority vote of those owners then voting. The appointment or election of the Committee and of any removal or replacement of members thereof shall be evidenced by the recording of an appropriate instrument properly signed and acknowledged by a majority of the then property owners voting in such election. The Country Club Terrace Civic Committee, when created shall function as representatives of all of the property owners in "COUNTRY CLUB TERRACE" to assure against depreciation of property values in said addition by giving its attention to the matters hereinafter set out as proper functions of such Committee, and shall be authorized to:
 - 1. Collect and expend, in the interest of the subdivision as a whole, the Maintenance Fund hereinafter created.
 - 2. Enforce, by appropriate proceedings, these covenants and restrictions.
 - 3. Enforce or release any lien imposed on any part of this subdivision by reason of a violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charges provided for.
- d. Members of the Country Club Terrace Civic Committee may, at any time, be relieved of their position and substitute members therefor appointed by vote, as above set out. Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill by appointment, the vacancy pending further action by the lot owners. Until such time as the Country Club Terrace Civic Committee has been formed, as above provided for, Grantor specifically reserves unto themselves, or anyone unto whom they may delegate such right, the right to act within the authority granted the Country Club Terrace Civic Committee under these restrictions and covenants, and any such reference in this instrument to the Country Club Terrace Civic Committee shall mean Grantor until such time as the Country Club Terrace Civic Committee has been elected as hereinbefore provided for. Neither Grantor nor any member of the Country Club Terrace Civic Committee shall ever be liable to any person, firm or corporation for

any action taken with reference to the matters hereinbefore set forth or for any action (other than fraud or theft) taken with respect to the collection and/or administration and/or expenditure of the Maintenance Fund hereinafter provided for and the acceptance by any party of a deed to any lot in "COUNTRY CLUB TERRACE" shall constitute such party's covenant and agreement that such liability shall not exist.

**APPROVAL OF PLANS
(as amended on 8/31/05)**

No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building or alteration, have been approved in writing by the Country Club Terrace Civic Committee as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to the topography and finished ground elevation and as to compliance with these restrictions and covenants. Approval by the Country Club Terrace Civic Committee shall not constitute an approval, ratification or endorsement of the quality of architectural or engineering soundness of the proposed building, or any additions or alterations thereto, and neither the Country Club Terrace Civic Committee, or its members, shall have any liability in connection with, or related to, any approved plans or specifications, and the Country Club Terrace Civic Committee, or any member thereof, shall not be liable for damages to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval, disapproval or failure to approve any submittals. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Country Club Terrace Civic Committee, or any member thereof, to recover any such damages.

3. SPECIFIC LAND USE:

- a. All of the lots within "COUNTRY CLUB TERRACE" shall be used for single family dwelling purposes only. No store or business house, no gas or oil or automobile service station, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses and such out-buildings as are customarily appurtenant to dwellings, each house being detached and being designed for occupancy of a single family; however, this shall not prohibit the construction of a residence on a portion of two or more adjacent lots facing the same street in the same block may be designated as one homesite, provided that no lot or lots may be resubdivided into building sites having an area of less than 16,000 square feet in each building site, and each such building site shall have frontage upon the street upon which such lots abut.
- b. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot.

- c. No residence of a temporary character shall be permitted on any lot, and no previously built structure shall be moved on to any lot in the subdivision, it being the intention of these covenants and restrictions to require all buildings located on any lot or properties, above described and referred to, to be erected on such lot or properties.
- d. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.
- e. No noxious or offensive activity, trade, or profession shall be carried on upon any lot or in any structure upon any of such properties, nor shall any thing be done thereon which may be or become any annoyance or nuisance to the neighborhood.

4. SIZE AND LOCATION OF STRUCTURE AND MATERIALS:

- a. The ground floor living area of any main residence building in "COUNTRY CLUB TERRACE" shall be no less than 2000 square feet exclusive of open porches, terraces, carports and garages. Any residence other than a single story residence shall have a ground floor living area of not less than 1500 square feet exclusive of open porches, terraces, carports and garages.
- b. Exterior walls of all main residence buildings shall be constructed with not less than seventy-five per cent (75%) masonry or masonry veneer. In computing this percentage, all gables, windows and door openings shall be excluded from the required area. Masonry used on one wall of any attached garage may be included in the calculation of masonry used.
- c. **(as amended 8/31/05)** *Any roofing, including asbestos, metal or composition roofs, used on any buildings in "Country Club Terrace" will be in conformity and harmony of external design with existing structures in the subdivision.*
- d. Every out-building shall correspond in style and architecture to the dwelling to which it is appurtenant, except that there is no requirement that masonry be used in the construction of such out-buildings. No out-buildings shall exceed the dwelling to which it is appurtenant in height or number of stories.
- e. No building shall be located nearer to the front lot line nor nearer to the side street lines than the building setback lines shown on the recorded plat. In any event, no building shall be located on any lot or building site nearer than fifteen feet to the side line of any such lot or building site. If any two or more lots or fractions thereof, are consolidated into one homesite, in conformity with the provisions in paragraph 3(a) hereof, the building setback restrictions shall be deemed to apply to such resultant homesite as if it were one original lot.
- f. Each residence in such addition shall be required to have either a garage or a carport, and a concrete driveway leading from the street to the garage or carport, which driveway shall be at least twelve (12) feet wide, and otherwise conform to the standards prescribed by the City of Victoria for such entrances.
- g. The car entrance of any attached garage or carport facing toward the front of the building site shall be located at least twenty (20) feet to the rear of the front wall of the main residence building. Any attached garage or carport located on any building site so that the open end of said garage or carport is within thirty (30) feet of the front wall of the main residence shall be constructed so that the overhang of the garage roof shall be at least five (5) feet over the opening of said garage or carport. Any

garage or carport located so that the entrance of said garage or carport is more than thirty (30) feet to the rear of the front wall of the main residence may have a normal overhang over the opening. Deviations from the provisions of this paragraph may be made with the written permission of the Country Club Terrace Civic Committee if in their sole judgment the deviation should be permitted.

- h. No fence, wall, hedge or gas meter shall be placed on any lot in "COUNTRY CLUB TERRACE" nearer to the streets in said subdivision than is permitted for the main residence on such lots.
- i. No road or driveway shall be constructed upon any lot which has one of its boundaries COUNTRY CLUB DRIVE, which such road or driveway would provide access from COUNTRY CLUB DRIVE to such lots.
- j. The lots in "COUNTRY CLUB TERRACE" shall be deemed to front as follows:
 - 1. No lots shall front on COUNTRY CLUB DRIVE.
 - 2. All other lots shall be deemed to front on the streets upon which said lots abut, except that Lot No. Eight (8), Block No. One (1); Lots No. Seven (7), Eight (8) and Fifteen (15), Block No. Two (2); Lots No. Six (6) and Seven (7), Block No. Three (3), and Lot No. Three (3), Block No. Four (4), shall be deemed to face on the street that shall be determined by the Architectural Control Committee after study of plans and specifications which are submitted to it for the erection of residences upon such lots.

5. LIVESTOCK AND POULTRY:

No sheep, goats, horses, cattle, swine, chicken or livestock of any kind shall ever be kept or harbored on any part of said property, except that bona fide domestic pets may be kept, unless and until such pet or pets shall be determined to be a nuisance by the Country Club Terrace Civic Committee.

6. LOT MAINTENANCE:

Each owner of a lot in "COUNTRY CLUB TERRACE" binds and obligates himself, through purchase of such lot, to maintain the same at his own cost and expense in a neat and presentable manner. Each lot owner obligates himself to keep the grass, vegetation and weeds on his lot cut as often as may be necessary to keep same in a neat and attractive condition. In the event any purchaser of a lot in "COUNTRY CLUB TERRACE" should in the opinion of the Committee, fail to maintain his lot in a neat and attractive manner, said Committee will notify such owner in writing of any objectionable or detrimental conditions existing on such lot and request such owner to eliminate same. In the event any such owner shall fail to eliminate any objectionable or unattractive conditions existing on such owner's lot within fifteen (15) days after receipt of written notice from The Country Club Terrace Civic Committee specifying such objectionable or detrimental conditions, then in such event, The Country Club Terrace Civic Committee is authorized to eliminate such conditions and charge the cost of same to such lot owner, and any such expense incurred by the Committee in such event shall be added to, be a portion of, and secured in the same manner as the Maintenance Charge assessed against such lot for the following year.

7. SIGNS:

No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on any lot without the consent in writing by the Committee, except one "For

Sale” sign not larger than thirty-six inches square. Grantor or members of the Committee shall have the right to remove any such nonconforming sign, advertisement, or billboard or advertising structure which is place on any lot without such consent and in so doing shall not be liable, and is hereby expressly relieved from any liability, for trespass or any other tort in connection with, or arising from such removal.

8. TERM:

These covenants and restrictions shall run with the land, and shall be binding upon Grantor, its successors and assigns, and all persons or parties claiming under it, for a period of twenty-five years from the date hereof, at which time they shall be automatically extended for successive periods of ten years each, unless prior to the expiration of such ten year period the then owners of a majority of lots in “COUNTRY CLUB TERRACE” shall execute and record an instrument changing these covenants and restrictions in whole or in part, the provisions of said instrument to become operative at the expiration of the ten year period in which it is executed and recorded.

9. MAINTENANCE FUND:

- a. **(as amended 8/31/05)** *Each lot, or building site conforming to the provisions herein contained, is hereby assessed an annual maintenance charge of not more than one hundred Dollars (\$100.00) per year, for the purpose of creating a fund to be known as the “Maintenance Fund”, to be paid by the owners of each and all of the lots or sites in said subdivision, annually, on or before the first day of January of each year beginning January 1, 2006. Maintenance charge 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 Country Club Terrace Civic Committee, provided the rate shall not exceed the maximum legal rate. The amount of said charge will be determined by the Country Club Terrace Civic Committee during the month next preceeding the due date of said charge. The maintenance charge levied by the Committee shall be paid to the Country Club Terrace Civic Committee and shall be held by it in trust and used for the benefit of all owners in “COUNTRY CLUB TERRACE” and such sum may be expended by the Committee for any purpose, which in its judgment, will be most effective in maintaining the property values in “COUNTRY CLUB TERRACE”, including, but not by way of limitation, the lighting, improving, and maintaining the streets and roads in “COUNTRY CLUB TERRACE”, constructing sidewalks, collecting and disposing of garbage, ashes, or other refuse in “COUNTRY CLUB TERRACE”, employing policemen and/or watermen, caring for vacant lots and trees thereon, forging or spraying for control of mosquitoes and other insects, and in doing any other thing necessary or desirable, which in the opinion of the Country Club Terrace Civic Committee, will keep the property neat and presentable, or for any other purpose which the Committee considers will benefit the owners or occupants of property in “COUNTRY CLUB TERRACE”.*
- b. Grantor agrees to pay the Maintenance Charge for all unsold lots in “COUNTRY CLUB TERRACE” after January 1, 1965.
- c. **(as amended 8/31/05)** *To secure the payment of the Maintenance Charge (and any interest accruing thereon) levied against any lot, or conforming building site, a vendor’s lien is hereby retained on each lot in favor of the Country Club Terrace Civic Committee and it shall be the same as if a vendor’s lien*

was retained in favor of Grantor and assigned to the Country Club Terrace Civic Committee 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 first or 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 Country Club Terrace Civic Committee, or any undivided member thereof, 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.

10. ENFORCEMENT:

Any person, firm or corporation owning any of the aforesaid residential lots subject to the restrictions herein contained, or similar restrictions hereinafter imposed, may require the observance of these conditions, restrictions and covenants by the prosecution of any proceedings at law or in equity against any person, firm or corporation so violating or attempting to violate the same to require removal of any such violation or to enjoin the attempted violation and shall also be entitled to any damage or other dues for any such violation.

(as amended 8/31/05) Failure of any person to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Country Club Terrace Civic Committee shall also have the right to enforce, by any proceeding at law or in equity, any restrictions, conditions, covenants and liens imposed upon any lots in this subdivision, and failure of the Country Club Terrace Civic Committee to enforce such provisions shall in no event be deemed a waiver of the right to do so thereafter. Any party successful in any court proceeding for the enforcement of these restrictions, covenants and conditions shall be entitled to recovery of reasonable attorney's fees and costs of court.

Invalidation of any of the provisions of this instrument by judgment of any court shall in no wise affect any of the other provisions which shall remain in full force and effect.

Except as amended herein, the Restrictions of Country Club Terrace shall remain unchanged and in full force and effect.

Original restrictions were executed on September 6, 1960 by C.E. Erwin, W.O. Love and Albert Dick.
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Amendments to restrictions were signed by a majority of owners of lots in Country Club Terrace and dated effective August 31, 2005.
