

~~Underwritten~~
FAIRWAY ESTATES

RESTRICTIONS

*Restrictions
Dichie Country Club*
*6040
Country Club
Drive*
I. USE OF LAND:

All of lots 1 thru ⁶ Block 2 and all of lots 1 thru 5, Block 1 within Fairway Estates shall not be bound by these restrictions, but shall be used for residential purposes in accordance with restrictions as may be imposed thereon by the developer.

All of lots 7 thru 47, Block 2 and all of lots 6 thru 22, Block 1 within Fairway Estates shall be bound by these restrictions and shall be used for single family private residences exclusively. No store or business house, 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 single dwelling houses, each house being detached and being designed for occupancy by a single family. 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 provided board or lodging therein for hire.

No residence of a temporary character shall be permitted on any lot, and no previously built structure shall be moved onto 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.

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.

No trade, business 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 an annoyance or nuisance to the neighborhood.

II. LOT AREA AND FRONTAGE:

No dwelling shall be erected on any lot having an area less than that of the lot upon which the principal portion of the dwelling is located as shown on the recorded plats of said Fairway Estates.

III. SIZE OF DWELLING:

The minimum ground floor area of one story main structures, exclusive of open porches and garages, shall be 2000 square feet.

The minimum ground floor area on all one and one-half and two story houses, exclusive of open porches and garages shall be 1500 square feet.

Each house erected on any lot in Fairway Estates shall be required to have a minimum of a two-car garage or two-car carport.

IV. MATERIALS OF CONSTRUCTION:

The outer portion of the walls of the principal residence building including attached or detached garages constructed on any lot in Fairway Estates shall be composed of rock, brick, or stone masonry, covering not less than 50% of the total outside wall area.

Under no circumstances shall concrete or hollow-tile blocks be utilized as the outer portion of the walls of the residence or garage, nor shall any asbestos siding or metal siding be used on

the garage, nor shall the main residence have asbestos siding anywhere. Only wood shingle roofs shall be used in Fairway Estates, except by approval of the developer or a committee appointed by developer.

V. DRIVEWAYS AND SIDEWALKS:

Each residence in Fairway Estates shall have a concrete driveway leading from the street to the garage or carport, and such driveway shall be at least twenty (20) feet wide and conform in all respects to the standards prescribed by the City of Victoria, for such entrances.

The owner of each lot upon which a dwelling house is erected shall install a four (4) foot wide concrete sidewalk between the curb and the front line of such lot, in accordance with the specifications and standards prescribed by the City of Victoria, Victoria County, Texas. If such lot be a corner lot, such sidewalk shall be installed between the curb of the side street and the side line of said lot.

VI. BUILDING LOCATION:

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot in Fairway Estates nearer than twenty-five (25) feet, nor farther than forty-five (45) feet, from the front lot line. No building shall be located nearer than six (6) feet to an interior lot line or nearer than ten (10) feet to any side street line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. If a building plot consists of more than one lot as shown on the recorded plats of Fairway Estates, then the interior lot line as specified herein shall be the ownership boundary line.

VII. SIGNS:

No sign of any kind shall be displayed to the public view on any lot, except one sign of a size of not more than twelve (12) square feet advertising the property for sale or rent, or signs used by a builder advertising the property during the construction and sales period.

VIII. OIL AND MINING OPERATIONS:

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 designated for use of boring for oil or natural gas shall be erected, maintained or permitted on any lot.

IX. MISCELLANEOUS PROVISIONS:

Each dwelling house erected in Fairway Estates shall have a front yard light installed by the owner or builder. Said yard light may be either gas or electric at the option of the owner or builder. If, in the event said yard light is electric, then said yard light shall have an automatic switch included therein.

No tank for the storage of oil or other fluid may be maintained on any of the lots above the surface of the ground.

Livestock and poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Garbage and refuse disposal. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No fence wall or hedge shall be built or maintained forward of the front wall line of the respective house. All fences shall be constructed of stone, brick or wood only.

On lots 7 through 47, Block 2, no fences or continuous hedges shall be allowed within forty (40) feet of the rear (golf course) property line or farther than twenty (20) feet behind the residence or garage, whichever is the greater distance from the rear property line. This restriction does not apply to the southeast property line of lot 47.

No boat or trailer shall be parked for storage in the driveway or yard in front of the front wall line of the respective house.

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

X. TERM:

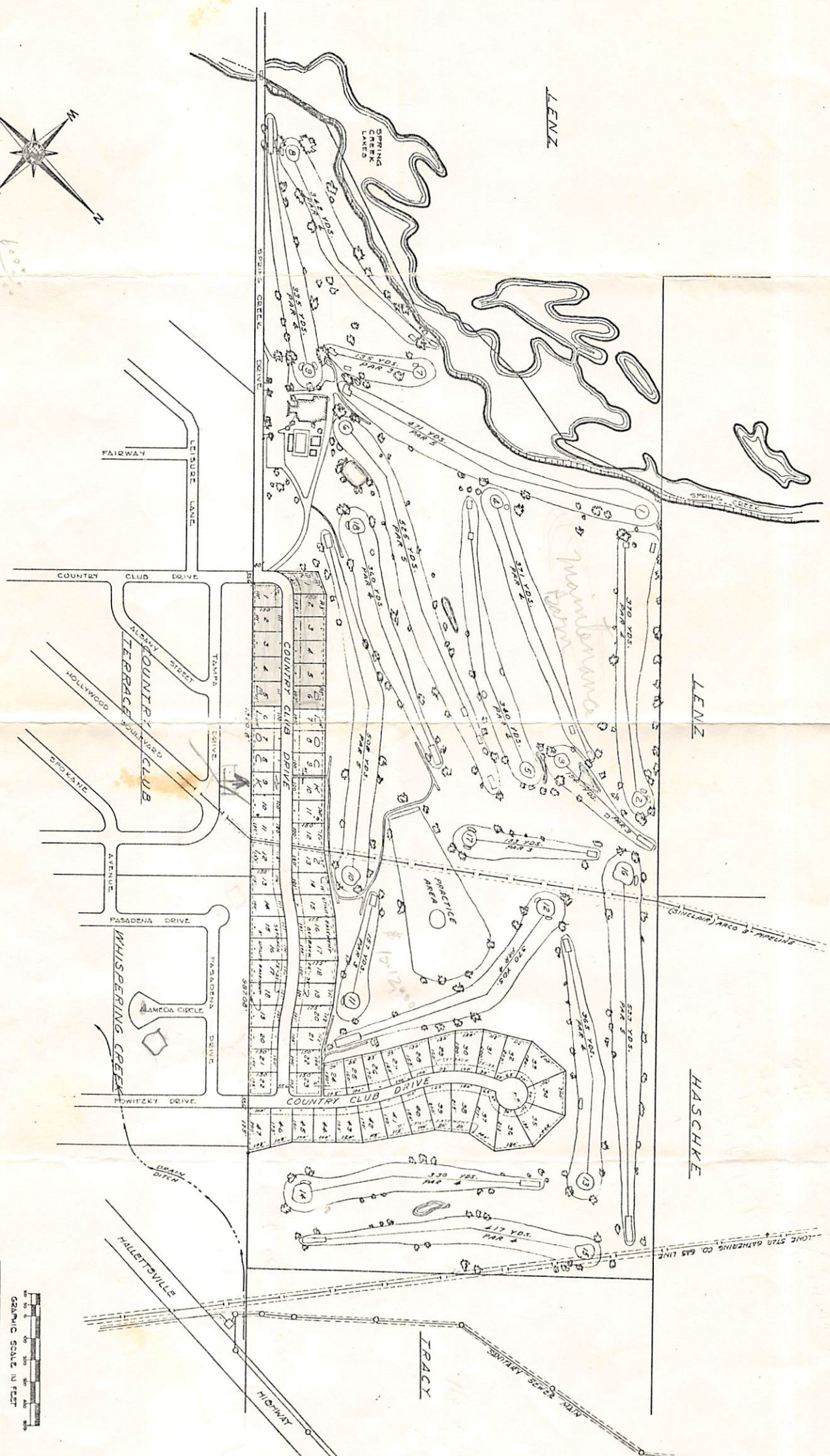
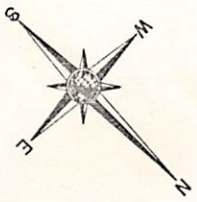
These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

XI. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

XII. SEVERABILITY:

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



NOTES:
THAT ARE AS LOTS IN THE ABOVE SKETCHED
LAYOUT OF FAIRWAY ESTATES.
AND DIMENSIONS HAVE BEEN OBTAINED AND ARE
THE RESULT OF SURVEY AND ARE APPROXIMATE
AND NOT FINAL.

FAIRWAY ESTATES

PRELIMINARY
SUGGESTED LAYOUT
VICTORIA, TEXAS

LOWRY & SEALE, INC.
ENGINEERS & SURVEYORS

NO.	DATE	DESCRIPTION	BY	CHECKED
1	1958	PLAN	J.S.B.	J.S.B.
2	1958	PLAN	J.S.B.	J.S.B.
3	1958	PLAN	J.S.B.	J.S.B.
4	1958	PLAN	J.S.B.	J.S.B.
5	1958	PLAN	J.S.B.	J.S.B.
6	1958	PLAN	J.S.B.	J.S.B.
7	1958	PLAN	J.S.B.	J.S.B.
8	1958	PLAN	J.S.B.	J.S.B.
9	1958	PLAN	J.S.B.	J.S.B.
10	1958	PLAN	J.S.B.	J.S.B.
11	1958	PLAN	J.S.B.	J.S.B.
12	1958	PLAN	J.S.B.	J.S.B.
13	1958	PLAN	J.S.B.	J.S.B.
14	1958	PLAN	J.S.B.	J.S.B.
15	1958	PLAN	J.S.B.	J.S.B.
16	1958	PLAN	J.S.B.	J.S.B.
17	1958	PLAN	J.S.B.	J.S.B.
18	1958	PLAN	J.S.B.	J.S.B.



