Vol. 487 Pg. 208

RESTRICTIONS

"GLENVIEW ESTATES," A SUBDIVISION OF VICTORIA COUNTY, TEXAS

JAMES M. MIORI AND RUTH MIORI

TO THE PUBLIC

THE STATE OF TEXAS ⁞
COUNTY OF VICTORIA ⁞ KNOW ALL MEN BY THESE PRESENTS:

That we, James M. Miori and Ruth Miori, being the owners of Glenview Estates, a subdivision of Victoria County, Texas, a plat of which is recorded in the office of the County Clerk 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 any other person or persons. To all of which we do hereby bind ourselves as the fee owners of said property in the Glenview Estates Subdivision. 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 Glenview Estates Subdivision from us who expressly retain and reserve in every part, parcel, and lot in Blocks 1 and 2, inclusive, excluding therefrom Lot No. 1, Block No. 1, and Lots Nos. 10 and 20 in Block No. 2, in Glenview Estates, the propietary right to the enforcement and observance of all limitations and restrictions hereinafter set forth:

1. No lot in this subdivision, other than excepted hereinafter, shall be used except for residential purposes. No apartment house, duplex or dwelling house, or other structure housing more than one family shall be erected upon any one lot, and only one of such units shall be constructed on each lot. It being intended hereby that only one single family dwelling shall be constructed on each lot.

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

3. Animals may be kept upon the premises as may poultry and livestock provided that they are kept within a fenced enclosure on the property owned by the person keeping the same, however, no hogs, pigs or other pork animals may be kept upon the property.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. Grass, weeds, and vegetation on all property and lots shall be mowed at regular intervals so as to maintain the same in a neat and attractive manner, whether a residence be constructed thereon or not. No trash, ashes or other refuse may be thrown on any vacant lot, avenue, boulevard, drive or street in this subdivision.

6. No building shall be located on any lot near the front lot line or nearer to the side street line than fifty (50) feet; that is to day, no building shall be constructed within fifty (50) feet of the front lot line, or if the lot be a corner lot, no nearer to the side street line than fifty (50) feet, fifty (50) feet to be the setback distance of all dwellings and buildings. No building shall be located on any lot nearer than ten (10) feet to the rear lot line or to any side lot line. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of a building and shall not lie upon any property within fifty (50) feet of the front street line or the side street line, or within ten (10) feet of the rear lot line or either side lot line.

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

8. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. No previously built structure shall be moved onto any lot in this subdivision, all buildings to be located on any lot in said subdivision are to be constructed or erected in this subdivision. However, used lumber may be employed in the construction of any building erected in the subdivision.

10. All resident buildings constructed and/or erected upon the premises shall be equipped with indoor plumbing and there shall be no outhouses or privies constructed or used upon any lot of said subdivision.

11. All buildings used for residence purposes shall contain at least nine hundred (900) square feet enclosed and said nine hundred (900) square feet shall not include the garage, if any, even though attached to the main house or residence dwelling.

12. Such outbuildings or barns as may be necessary for the convenience of the owner of any lot or lots may be constructed for the keeping of animals, etc., to the exclusion of hogs, as herein stated, but they shall be kept in a neat and clean manner.

13. These covenants are to run with the land and shall be binding on all the parties and all the persons claiming under them, until June 1, 1978, 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 lots in this subdivision, it is agreed to change the said covenants in whole or in part, which agreement to change the covenants in whole or in part shall be effected by filing the same for record in the Deed Records of Victoria County, Texas, at least six (6) months prior to the expiration of the twenty (20) year or ten (10) year periods thereafter.

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

15. 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 other dues from such violation.

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

17. The restrictions pertaining to the use only of the lots in Glenview Estates Subdivision hereinabove recited shall not apply to

VOL 487 PAGE 209

Lot No. One (1) of Block No. One (1), nor to Lots Nos. Ten (10) and Twenty (20) of Block No. Two (2), these three lots and these three lots only may be used for commercial purposes.

IN TESTIMONY WHEREOF, this presents have been executed this 23rd day of June, A. D. 1958.

James M. Miori
James M. Miori

Ruth Miori
Ruth Miori

THE STATE OF TEXAS }

COUNTY OF VICTORIA }

BEFORE ME, the undersigned authority, on this day personally appeared James M. Miori and Ruth Miori, husband and wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and the said James M. Miori acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said Ruth Miori, wife of the said James M. Miori, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ruth Miori, acknowledged such instrument to be her act and deed, and she declared to me that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract

NOTARY PUBLIC A. D. 1958 COUNTY OF VICTORIA TEXAS

Given under my hand and seal of office this 23d. day of June, A. D. 1958.

R. D. Cullen
Notary Public in and for Victoria County, Texas
R. D. Cullen

JAMES M. MIORI, ET UX
TO
THE PUBLIC

RESTRICTIONS

6-23-58

FILED FOR RECORD
June 23 1958
at 4:20 o'clock P M
Velma L. Hunnicutt
County Clerk, Victoria County, Texas
By Velma L. Hunnicutt Deputy

Filed by
Return to

Charges $5.00
Paid

LAW OFFICES
Kelly, Hunt and Cullen
Victoria, Texas

FILED FOR RECORD THIS 23 DAY OF June A.D. 1958 AT 4:20 O'CLOCK P.M.

AND RECORDED ON THIS 25 DAY OF June A.D. 1958 AT 9:00 O'CLOCK A.M.

Vel L. Hunnicutt
COUNTY CLERK