

RESTRICTIONS FOR HANDY'S ACRES SUBDIVISION

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

WHEREAS, LEE ROY COLE, hereinafter referred to as "Grantor" is the owner in fee simple of all lots and blocks in "Handy's Acres Subdivison" in Victoria County, Texas, according to the map and plat thereof duly recorded in Volume 6, Page 150 of the Map and Plat Records of Victoria County, Texas, to which map and plat reference is heremade for all purposes; and,

WHEREAS, said Grantor desires to place of record certain restrictive covenants, conditions and limitations affecting the use, occupancy and conveyance of the following described lots only:

All of lots three (3) through sixteen (16) and Lots nineteen (19) through twenty-six (26) of the hereinabove referred to "Handy's Acres Subdivision."

WHEREAS, Grantor reserves unto himself the right, but not the obligation, to provide for restrictive covenants, conditions and limitations as to the remainder of the subdivision which may, by Grantor, be restricted at a later time with similar, dissimilar, greater or lesser, or no restrictions at all.

NOW, THEREFORE, the said LEE ROY COLE, for the purpose of impressing upon the properties hereinabove described and referred to, the restrictive covenants and conditions hereinafter set out, does 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 owner (and subsequent owner) of the above described

properties invested in any other person or persons, to all of which the aforesaid owner does hereby bind himself, as the fee owner of said properties; all of said limitations, restrictions, covenants and conditions shall extend to and include all the heirs, executors, administrators, successors, assigns, devisees, lessees and holders of every kind who may purchase or otherwise acquire any real property in the said "Handy's Acres Subdivision" as to all of Lots three (3) through sixteen (16) and Lots nineteen (19) through twenty-six (26).

1. RESERVATIONS:

(a) In authenticating the subdivision map for record, and in dedicating the roads, and utility easements 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 by or on behalf of Grantor in the conveyance of said property or any part thereof.

(b) The roads as shown, in the present development on said map or plat are hereby dedicated to the use of the public, and the easements are hereby conveyed to Victoria County.

(c) Grantor reserves the necessary utility easements and right-of-ways as shown on the aforesaid map of the present development of "Handy's Acres Subdivision" recorded in the map and plat records of Victoria County, Texas, to which map and record thereof reference is heremade for all purposes, 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, or any other utility or service which Grantor may find necessary for the proper service of lots in "Handy's Acres Subidivision."

(d) Grantor reserves the right, but not the obligation, 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 right-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 "Handy's Acres Subdivision" 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 "Handy's Acres Subdivision" and the right to 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 reserved to Grantor.

2. USE OF LAND:

(a) All of the lots in "Handy's Acres Subdivision" which are covered by these restrictions shall be used for single family, private residences. No store or business house and no building of any kind whatsoever shall be erected or maintained on the lots covered hereby, except private dwelling houses and such out-buildings as are customarily appurtenant to single family dwelling houses. No residence shall be used as a boarding or rooming house.

(b) 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 for use as a residence except as provided in Paragraph (e) hereof.

(c) No structure of a temporary character, 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 except as provided in Paragraph (e) hereof.

(d) No main residential building which has less than 800 square feet of floor space exclusive of porches, carports or attached garages, shall be erected or placed on the herein conveyed property, nor shall any secondhand house or barracks of any form be moved on to the herein conveyed property, the intention being that all structures shall be of a new construction, except as provided in Paragraph (e) hereof.

(e) Mobile homes, for use as a single family residence, may be located on any lot in the above described property, provided same has a minimum width of ten feet and a minimum length of 50 feet and not less than 500 square feet of floor space, exclusive of porches, carports or attached garages, except that any new double wide mobile home having not less than 500 square feet of living space may be located on any lot. A used mobile home may be located on said property for use as a single family residence provided that the approval of Lee Roy Cole is first obtained in writing and there is reserved to Lee Roy Cole the right to refuse said approval for any reason and he shall never be required to justify such refusal.

(f) No trade, business or profession shall be carried on upon any lot or in any structure upon any of such properties nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(g) Any water well or any septic tank located on any lot in said subdivision shall be installed in accordance with the health laws of the State of Texas, and the Health Laws of the Victoria County Ordinances.

(h) There shall be no construction of any permitted residence or other structure on less than one-half of a lot. Any lot can be divided in half and each one-half will be considered a lot for the purposes of these restrictions.

(i) No residence shall be located on any of the lots covered hereby nearer than 30 feet from the front property line or five feet from any other property line.

(j) No animals, sheep, livestock, poultry, or hogs shall be raised, bred or kept on the herein conveyed property for commercial purposes.

(k) Lee Roy Cole reserves for himself or any other owner of any interest in the minerals under this property the right to reasonably develop and produce said minerals; provided, however, that any developer or producer of said minerals shall use only so much of the surface of the land as is reasonably necessary to develop and produce said minerals and shall compensate the owner of any such surface by paying to the owner of said surface the reasonable market value of said surface at the time of use as to any surface permanently occupied in connection with the development and/or production of said minerals and shall pay to the owner of any surface temporarily occupied in connection with the development and/or production of said minerals the reasonable market rental value of said surface while temporarily occupied by the developer and/or producer of said minerals and shall pay to the owner of the surface any damage caused to the remainder of the surface by any operations in connection with the development and/or production of said minerals including but not limited to any damage to any personal property or improvements of the owner of the surface at the time of the development and/or production of said minerals.

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

(m) Each owner of a lot (which is covered hereby) in "Handy's Acres Subdivision" binds himself, through the purchase of such lot, to maintain the lot in a neat and presentable manner, at his own cost and expense. Each lot owner obligates himself to keep the grass, vegetation and weeds on his lot cut as often as may be necessary to keep the lot in a neat and attractive condition.

(n) Poultry and rabbits may be kept as pets only if they are penned.

(o) No lot shall be used, maintained or allowed to become a dumping ground for rubbish, trash, garbage, used lumber, building material, carports, or other wastes. Garbage and refuse shall be kept in sanitary containers. No wrecked or disabled vehicle may be parked or allowed to remain on any lot or adjoining street or roadway for a period of more than ten days.

(p) No trashracks may be permanently built or left in the front yard of a residence.

(q) No vehicle, boat, motorhome or trailer may be parked on the street or road or in the front yard, except on the driveway, except temporarily not to exceed four days.

(r) Outbuildings must be painted and kept in a neat and attractive condition, and such outbuildings must be securely anchored to the ground, and such outbuildings shall not exceed twelve feet (12') in height; outbuildings shall be constructed of new wood, aluminum siding, V. Crimp metal or hollow tile blocks or corrugated galvanized metal.

(s) No building, structure, or fence upon any lot covered hereby may be permitted to fall into disrepair. All buildings, structures and fences must at all times be kept in good condition, adequately painted or otherwise finished.

(t) No activity may be carried on or allowed to exist upon any lot which may be noxious, detrimental, or offensive to any other lot owner or to the occupants of any lot. Examples of noxious, detrimental or offensive activities include, but are not limited to, excessive motorcycle and welding noises. No owner shall permit anything or condition to exist upon his lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

(u) Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

(v) Each residential building must be connected to an approved cesspool, septic tank or public sewer.

3. 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.

4. ENFORCEMENT:

Grantor and each and every owner of a lot (or half lot) may enforce these restrictions by proceeding 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; if victorious, any person bringing a successful suit to enforce these covenants, restrictions and conditions shall additionally be entitled to recover reasonable attorney's fees, court costs and other reasonable and necessary expenses attendant to such suit; such fees, costs and expenses to be determined by the Court.

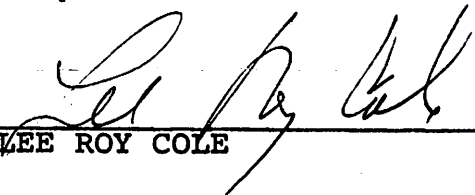
5. SEVERABILITY:

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.

6. LIENHOLDERS:

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 and covenants shall not in any way affect the rights of any future good faith lienholder having a valid lien on any part of said property who is in no way responsible for such violations.

EXECUTED this 3 day of Feb., 1982.


LEE ROY COLE

THE STATE OF TEXAS §

COUNTY OF VICTORIA §

BEFORE ME, the undersigned authority on this day personally appeared LEE ROY COLE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1982.

Notary Public in and for
Victoria County, Texas