

DEED

RESTRICTIONS

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THE STATE OF TEXAS X

COUNTY OF VICTORIA X

FILE No. 4495
County Clerk, Victoria County, Texas

WHEREAS, HIGHLAND HILLS DEVELOPMENT COMPANY, INC., subject to a Deed of Trust lien granted by Deed of Trust dated February 10, 1982, from Highland Hills Development Company, Inc. to Michael D. Parker, Trustee, for the benefit of InterFirst Bank-Victoria, formerly known as American Bank of Commerce, recorded in Volume 1123, page 862 of the Deed of Trust Records of Victoria County, Texas, is the owner of all of the lots and blocks in HIGHLAND HILLS, SECTION II, an addition to the City of Victoria, Victoria County, Texas, according to the established map and plat, thereof duly recorded in Volume 6, page 209 of the Plat Records of Victoria County, Texas, to which reference is here made for all purposes.

WHEREAS, Highland Hills Development Company, Inc. desires to place of record certain restrictive covenants, conditions and limitations affecting same of the lots and all of the blocks in said Highland Hills, Section II, hereinabove referred to:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Highland Hills Development Company, Inc., acting herein by and through Alan F. Schiffbauer, its President, hereunto duly authorized by resolution of the Board of Directors, for the purpose of impressing upon the properties hereinabove described and referred to the restrictive covenants and conditions hereinafter set out, being joined herein by the said Interfirst Bank-Victoria, formerly known as American Bank of Commerce, acting by and through its undersigned officer, hereunto duly authorized by resolution of the Board of Directors, of said corporation, 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 possession is divested out of the present owner of the above described properties and is vested in any other person or persons, to all of which the aforesaid owner does hereby bind itself, as the fee owner of said properties all of said limitations, restrictions, covenants and conditions shall extend to all of the heirs, executors, administrators, assigns, devisees, lessees, successors and holders of every kind who may purchase or otherwise acquire any real property in the said Highland Hills, Section II, from the owner thereof, and said owner expressly retains and reserves in every part, parcel and lot in said properties the proprietary right to enforcement and observance of all such limitations, restrictions, covenants and conditions.

I. USE OF LAND

All of the lots within Highland Hills, Section II, 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 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 build structure shall be moved onto any lot in the subdivision, it being the intention of these covenants and restrictions to require all building located on any lot or properties, above described in the first paragraph of this section,

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 above described and referred to in the first paragraph of this section 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 the properties hereinabove described and referred to as restricted to any dwelling, nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood.

II. SIZE OF DWELLINGS:

The minimum ground floor area of one story main structures, exclusive of open porches and garages, shall be as follows:

Minimum area in square feet: 1000.

The minimum ground floor area of all one and one-half or two story houses, exclusive of open porches and garages, but in no case shall be a combined total area of less than 1000 square feet shall be as follows:

<u>Block No.</u>	<u>Lot No.</u>	<u>Minimum Area in Sq. Feet</u>
All	All	800

Any dwelling with garage entry from street shall be required to have a minimum of a double-car garage or a double car-carport. Any dwelling with a service drive shall be required to have a minimum of a double-car garage or a double-car carport. No parking will be allowed on service drive or easement adjoining service drive.

III. MATERIALS OF CONSTRUCTION:

The outer portion of the walls of the principal residence building including attached garages constructed on any lot in Highland Hills, Section II, shall be composed of rock, brick or stone masonry, covering not less than 50% of the total outside wall area. This provision shall not apply to detached garages situated no nearer than forty (40) feet from the minimum set back line as shown on the recorded plats of Highland Hills, Section II.

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 structure have asbestos siding anywhere. Wood shingle or composition shingle (15 year minimum) roofs shall be used on single family dwellings in Highland Hills except by approval of the board of directors if Highland Hills development company. The board of directors of Highland Hills development company hereby designates its executive committee as its representative to make any authorized exceptions to roof requirements.

IV. DRIVEWAYS AND SIDEWALKS:

Each residence with garage entry from street shall have a concrete driveway leading from the street to garage or carport, and such driveway shall be at least eighteen (18) feet wide and conform in all respects to the standards prescribed by the city of Victoria.

The owner of each lot upon which a dwelling house is erected shall install a four (4) foot wide concrete sidewalk between the

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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.

V. BUILDING LOCATIONS:

No single family dwelling shall be located on any lot nearer to the front line or nearer to the side street than the minimum building set back lines shown on the recorded plat. In any event, no single family dwelling shall be located on any lot in Highland Hills, Section II, nearer than twenty-five (25) feet, nor farther than forty (40) feet from the front lot lines. No building shall be located nearer than 3 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 it shall not be construed to permit any position 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 Highland Hills, Section II, then the interior lot line as specified herein shall be the ownership boundary line.

VI. 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 building advertising the property during the construction and sales period on residence.

VII. MISCELLANEOUS PROVISIONS:

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

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.

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 dwelling.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map and plat and shall be maintained by owners.

VIII. 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.

IX. ENFORCEMENT:

Enforcement shall be 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.

X. SEVERABILITY:

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

And the said Interfirst Bank-Victoria, formerly American Bank of Commerce, does hereby declare that all indebtedness secured by the above described deed of trust lien shall be subordinate to the above described limitations, restrictions, covenants and conditions so placed upon said land by the Highland Hills development company, and said restrictions, covenants, limitations, and conditions shall take precedence over said deed of trust lien the same as if it had been executed prior to the execution of the instrument by which said lien was granted; and in the event said land or any part thereof should be sold to satisfy said indebtedness, the purchaser or purchasers at any such sale or sales shall take such land, subject to said restrictions, limitations, covenants and conditions; But any such purchaser shall acquire all the rights of the owners of said land, subject thereto. In connection with this subordination, it is hereby specifically provided that such subordination is made without warranty or guaranty in any way, and except as herein provided and subordinated, the lien held by the said Interfirst Bank-Victoria, formerly known as American Bank of Commerce, shall be and remain in full force and effect.

EXECUTED this 22nd day of April, A. D., 1983.

HIGHLAND HILLS DEVELOPMENT COMPANY, INC.

BY: Alan F. Schiffbauer
Alan F. Schiffbauer-President

INTERFIRST BANK-VICTORIA

BY: [Signature]
Senior Vice President

ATTEST:

THE STATE OF TEXAS X

COUNTY OF VICTORIA X

This instrument was acknowledged before me on the 22nd day of April, A. D., 1983, by Alan F. Schiffbauer, President of Highland Hills Development Company, Inc., a Texas corporation, on behalf of said corporation.



Monica Strelec
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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My Commission Expires
10-22-86

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