

DEED

FILE No.

945

County Clerk, Victoria County, Texas

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RESTRICTIONS

KINGWOOD FOREST SUBDIVISION

THE STATE OF TEXAS

X

COUNTY OF VICTORIA

X

WHEREAS, MICHAEL V. STEWART, subject to a Deed of Trust lien in favor of VICTORIA BANK AND TRUST COMPANY, is the owner of all of the lots and blocks in KINGWOOD FOREST SUBDIVISION, an addition to the County of Victoria, Texas, according to the established map and plat thereof duly recorded in the Plat Records of Victoria County, Texas, to which reference is here made for all purposes.

WHEREAS, Michael V. Stewart desires to place of record certain restrictive covenants, conditions and limitations affecting some of the lots and all of the blocks in said Kingwood Forest Subdivision, hereinabove referred to:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Michael V. Stewart, 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 Victoria Bank and Trust Company, 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 owners do hereby bind themselves, as the fee owners 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 Kingwood Forest Subdivision, 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 such limitations, restrictions, covenants and conditions.

1. Except for Lot 1, Block 1, all lots in this subdivision 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 thereof, except private dwelling houses and such out-buildings as are customarily appurtenant to single dwelling houses, each house being detached and as a boarding house or 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. Said Lot 1, Block 1, as referred to above shall be restricted to business or commercial use.

2. No main residential building which has less than 1800 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 onto the herein described property, the intention being that all structures shall be new construction.

3. No structures of a temporary character, basement, tent, shack, garage or other out building shall be used on the herein conveyed property at any time as a residence, either temporary or permanent.

4. Every residential building must be connected to approved cesspool, septic tank or city sewer, and not more than one residence shall be connected to each approved cesspool or septic tank. Installation of any septic tank system or systems shall be made in accordance with the State Health Department's standards, and must be located on the east side of every lot.

5. No more than two large animals (such as horse or cow) can be kept on each lot. No hogs or poultry or any animals raised for commercial purpose shall be permitted at any time on the herein conveyed property.

6. No drilling or mining operation shall be carried out on any lot except on Lot 17, Block 2, of this Subdivision.

7. No noxious or offensive activities shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. The herein conveyed property shall never be used or maintained as a dumping ground for rubbish, lumber, old automobiles, building materials or other unsightly items or trash.

9. No trade, business or profession shall be carried on upon any lot in this Subdivision, nor shall signs of any kind be displayed to the public view except one professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period with the exception of Lot 1, Block 1.

10. Except for Lot 1, Block 1, no lot shall be subdivided.

11. No housetrailer or mobile homes shall be placed upon any lot at any time. RV's, boats and trailers may be kept on the premises, but only at back of lot.

12. All out-buildings shall be constructed of materials to conform with the main residential building.

13. No fences may be constructed closer than 75' from the street.

14. Every residence must be 75' off of the street, except for Lots #2 & 3, Block 2, which will be 30' and 50' set back respectively, and must be set off of the side lot line a minimum of 25'.

15. No hunting or discharging of firearms shall be allowed on any lot in this subdivision.

16. Driveways off of street up to property line shall be concrete with concrete headwalls (See Exhibit "A" herein attached for detail).

17. Foundation of residence will be at least 12" above grade of street.

18. Mailboxes must be enclosed in brick masonry.

19. Under no circumstance shall concrete or hollow tile blocks, metal or asbestos siding be utilized as the outer portion of any outside walls of any residence or garage.

20. All residences shall be required to have a minimum of a double car garage. No residence shall be allowed to have carports.

21. On the recorded map and plat of this subdivision, easements are shown and designated as utility drainage and recreational easements. That portion of the easements designated as recreational easements is intended as a "jogging trail" for the use of all lot owners in this subdivision, and as such shall not be fenced in such a manner as to prevent such use of said easement.

22. The owners of all lots in this subdivision, except Lot 1, Block 1, will acquire by deed an undivided 1/57th non-severable interest in Lots 1 & 17, Block 2, which are hereby designated as park areas. It is hereby controllingly provided that this 1/57th non-severable interest attaches to each lot in this subdivision as conveyed, and may not be separated from the particular lot to which it relates. Subsequent conveyances of a lot or lots in this subdivision shall include the undivided non-severable interest in the park areas which relates itself to the lot or lots being conveyed. The undersigned, Michael V. Stewart, agrees that until a minimum of Thirty (30) lots have been sold in this subdivision, that he will maintain the park areas and the recreational easement in a satisfactory manner for their intended use, at which time the owners of all lots in said subdivision shall form an Owner's Association which will at that time assume full control, along with the obligation to maintain such areas. Said Association shall have the authority to assess each lot owner a sufficient amount of money to carry out all maintenance obligation and which assessments shall be considered a lien upon their lot to enforce the payment of said assessment.

23. Grass, weeds and vegetation on each lot sold shall be kept mowed at regular intervals and drainage areas over and across any part of a lot shall be kept clean, and open so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, and plants which die shall be promptly removed from the property. Until a residence is built on a lot, Michael V. Stewart, may at his option, have the grass, weeds, and vegetation cut when and as often as the same is necessary in his judgement and have dead trees, shrubs, and plants removed from the property, and the owner or buyer under Contract of such lot shall be obligated to reimburse the said Michael V. Stewart for the cost of such work.

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24. 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.

25. 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...

26. 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.

And the said Victoria Bank and Trust Company 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 said Michael V. Stewart, and said restrictions, covenants, limitations and conditions shall take precedence over said Deed of Trust lien and 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 of 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 Victoria Bank and Trust Company shall be and remain in full force and effect.

EXECUTED on this the 24th day of JANUARY, A.D., 1984.



Michael V. Stewart
MICHAEL V. STEWART

VICTORIA BANK AND TRUST COMPANY

ATTEST:
Laura Barker
(Name) Laura Barker
(Its) Vice President

BY: C. T. Howell
(Name) C. T. Howell
(Its) Sr. Vice President

DEED

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THE STATE OF TEXAS

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COUNTY OF VICTORIA

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This instrument was acknowledged before me on the 24th day of January, A. D., 1984, by MICHAEL V. STEWART.

MONICA STRELEC
My Commission Expires
10-22-86

Monica Strelec
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS

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COUNTY OF VICTORIA

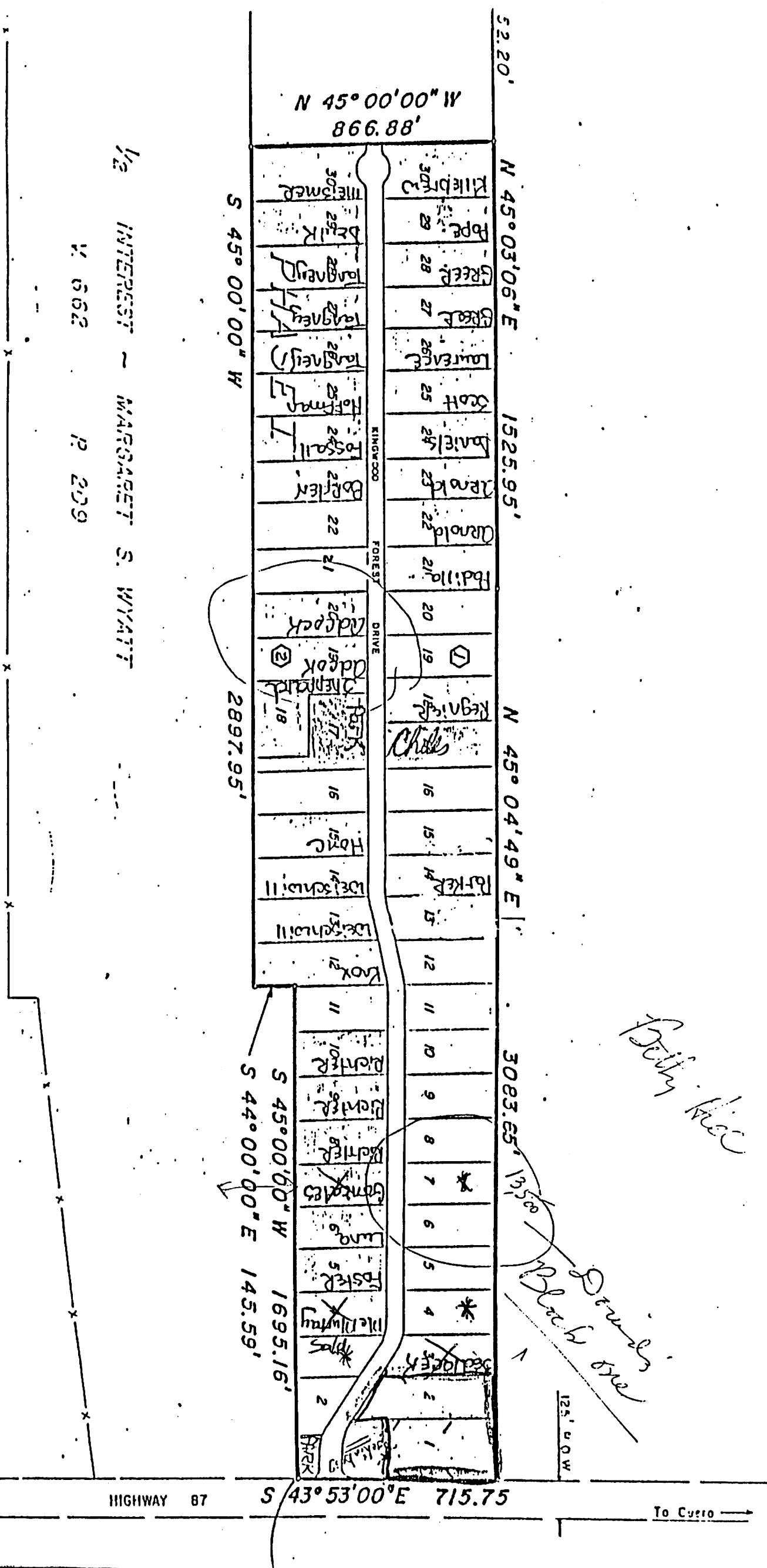
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This instrument was acknowledged before me on the 24th day of January, A. D., 1984, by C. T. Howell Sr. Vice President, of VICTORIA BANK AND TRUST COMPANY, a Texas Banking Corporation, and on behalf of said corporation.

Sheila A. Dodds
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Sheila A. Dodds, My commission expires 4/27/85

M. CHAMBERS
P. 679



KNOW ALL MEN BY THESE PRESENTS:

Victoria

HIGHWAY 87

S 43° 53' 00" E 715.75

To Curre