

FILED 9/27
County Clerk, Victoria County, Texas

RESTRICTIVE COVENANTS

"LIVE OAK ESTATES"

RICHARD D. FISHBECK, E. J.
GEISTMAN, F. M. SUMMERS,
HENRY STONE and WAYNE TAYLOR

TO

THE PUBLIC

That RICHARD D. FISHBECK, E. J. GEISTMAN, F. M. SUMMERS,
HENRY STONE and WAYNE TAYLOR, as the owners of the following
described property, situate in Victoria County, Texas, to-wit:

All of those lots, tracts and parcels of land
being within, and shown upon that certain
map and plat of, a subdivision known as LIVE
OAK ESTATES, a subdivision in Victoria County,
Texas, according to the established map and
plat of said subdivision dated August 20,
1976, and duly recorded in Volume 5, Page
21, of the Map and Plat Records of Victoria
County, Texas, to which map and plat and its
record reference is herenow made for all
purposes,

and do hereby impose upon all of said property, EXCEPT Tract
One (1) thereof, the following restrictions:

1. No building, home or structure shall be erected,
constructed, maintained or permitted on a residence tract
as herein defined, except a single detached dwelling house
to be occupied by no more than one family. As appurtenant
to any dwelling in Live Oak Estates, a garden house, servants'
quarters, barn, shed, stall or other buildings of permanent
construction, may be erected upon such residence

tract if architecturally in harmony with said dwelling, and provided specifically that no unpainted sheet iron, sheet aluminum, or sheet fiberglas structures shall be placed on any tract.

2. No main residential building which has less than 1,000 square feet of floor space, exclusive of porches, carports, or attached garages shall be erected or placed on any of the tracts. All main residences shall have an exterior of at least fifty per cent (50%) rock, brick or stone masonry construction.

3. No house, building or barracks that has previously been occupied may be moved onto any tract, it being the intention that all structures, large or small, shall be of new construction or recent manufacture. 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.

4. No structure of a temporary character, basement, tent, shack, garage or other outbuilding shall be used on any of the tracts at any time as a residence, either temporary or permanent.

5. The location and plans of all buildings including garages, garden houses, servants' quarters, barns, sheds, stalls, etc., to be erected in Live Oak Estates must be approved by the developers of said Live Oak Estates. Complete plans and specifications of all proposed buildings, structures, and exterior alterations, together with detailed plans showing the proposed location of the building or buildings on said

tract, shall be submitted to the developers of Live Oak Estates before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the developers. The plans shall be prepared by an architect or competent designer. A complete copy of said plans and specifications shall in each case be delivered to and permanently left with the developers.

6. As to all improvements, construction and alterations in Live Oak Estates, the developers shall have the right to refuse to approve any design, plan or color for such improvements, construction or alteration which is not suitable or desirable in their opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the developers shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, to the tract upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure or alteration therein as planned on the adjacent or neighboring property, and any and all other factors which, in the opinion of the developers, shall affect the desirability or suitability of such proposed structure, improvements or alteration.

If the developers fail to approve or disapprove said plans and specifications within thirty (30) days after the same have been submitted to them, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof,

such approval will not be required and the provisions of this paragraph will be deemed to have been fully complied with.

7. The work of construction of all buildings, improvements and structures shall be prosecuted diligently and continuously from commencement of construction until such buildings and structures are completed and painted. All structures shall be completed as to external appearance, including finished painting, within twelve (12) months from the date of commencement of construction, unless prevented by cause beyond the owner's control.

8. An easement is reserved over the rear and/or side twenty feet (20') of all tracts as shown on established map and plat of Live Oak Estates to be used for utility installation and maintenance, together with the right of ingress and egress thereto and over. Utility service, if any, must be taken into the residence or other buildings on the designated utility easements hereinabove referred to and over no other route unless approved by the developers of Live Oak Estates.

9. No signs or advertisements of any kind shall be displayed to the public view on any lot except No. One (1), except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sale period.

10. All bathroom, sink and toilet conveniences shall be inside the residence, and shall be connected by underground pipes with a private septic tank of a depth and type of construction approved by the proper governmental authority having jurisdiction with respect thereto. The drains from

said septic tank shall be kept within the residence tract as hereinabove described. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field approved by such regulatory authority.

11. No building or structure shall be located nearer than thirty feet (30') from any side street property line or nearer than thirty feet (30') from the front property line, or nearer than five feet (5') from any side property line. Further, no building or structure shall be located so as to encroach upon or over any utility easement as designated on the aforementioned map and plat of Live Oak Estates. The storage of any travel trailer, boat or truck is prohibited within such setback area. No repair or overhauling of automobiles or other equipment will be permitted within the herein described setback lines.

12. No noxious, or undesirable thing or undesirable use of the property in said residential district whatsoever shall be permitted or maintained upon said property. If the developers determine that any thing or use is undesirable or noxious, such determination shall be conclusive on all parties.

13. No trash, garbage, used lumber or material, unsightly items, or other refuse may be thrown, dumped, or otherwise disposed of on any tract, vacant or otherwise, in said residential district. No building material of any kind without written permission of the developers shall be placed or stored upon any property in said residential district until the owner is ready to commence construction, and then such material shall be placed within the property lines of the residential tract upon which structure are to be erected, and shall not be placed in the streets.

14. No animals, livestock, poultry or birds of any kind shall be raised, bred or kept for commercial purposes and no hogs shall be permitted at any time on any tracts.

15. All tracts can be fenced to their property lines. Plans and specifications of fences to be constructed within fifty feet (50') of any front or side street shall be submitted to the developers prior to construction. No fences consisting of wire (except approved chainlink), pine, fir, wooden woven picket (rolled picket), or materials which will not withstand decay-conducive conditions without special treatment shall be constructed or permitted on tracts within fifty feet (50') of any front or side street.

16. All tracts shall be sold or conveyed subject to the restrictions and requirements, and the owner or contract purchaser, his heirs, representatives or assigns; and the purchaser by the acceptance of said deed or contract of sale, binds himself and his heirs, representatives and assigns, to all of the provisions, restrictions, conditions and regulations now imposed and all of which shall constitute covenants running with the land.

17. If the parties hereto, or any of them, or their heirs, representatives or assigns shall violate or attempt to violate any of the provisions of these restrictions of Live Oak Estates, it shall be lawful for any other person or persons owning any real property situated in Live Oak Estates to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of said restrictions and either to prevent him or them from so doing or to recover damages for such violation.

The right is expressly reserved to the developers, their heirs and assigns, to interpret and enforce any and all conditions, limitations and restrictions contained in these restrictions.

Violation of any restriction or condition or breach of any covenant herein contained shall give the developers, or their agents, in addition to all other remedies, the right to enter upon the land, upon or as to which such violation or breach exists and summarily to abate and remove, at the expense of the owner or contract purchaser thereof, any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the developers or their agents, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Forbearance by any of the parties entitled to take advantage of any breach of said conditions or restrictions shall not constitute or be construed as a waiver of their rights by reason of such or any subsequent breach or default.

18. Invalidation of any provision, sentence or paragraph contained in these restrictions of Live Oak Estates by judgment or court order shall in no wise affect or invalidate any of the other provisions, sentences or paragraphs of said restrictions, but the same shall be and remain in full force and effect.

19. These restrictions of Live Oak Estates shall run with the land and shall be binding upon all parties hereto, and all persons claiming under them until January 1, 2000. At such time the restrictions of Live Oak Estates shall

be automatically extended for successive periods of ten (10) years each thereafter, unless an instrument signed by a majority of the then owners of the title to such tracts has been recorded in the deed records of Victoria County, Texas, agreeing to change said restrictions in whole or in part.

20. These restrictions of Live Oak Estates (except those affecting a bona fide mortgage) may be amended or modified with the written consent of the developers and the written agreement of not less than fifty per cent (50%) of the owners of property in said residential district; and such modification or amendment shall be effective upon the filing for record of such instrument duly signed and acknowledged by the requisite number of owners in the Deed Records of Victoria County, Texas. A person, regardless of the number of tracts he may own, shall be deemed a single owner for the purposes of this provision.

21. Every person who by deed becomes owner of any of the residential tracts in Live Oak Estates, or who by written contract agrees to purchase or lease any of said tracts, shall be deemed to have made and accepted such deed, contract or lease, subject to all of the restrictions, conditions, covenants and reservations herein stated; and their acceptance of such deed, contract of sale or lease shall have the same effect and binding force upon them, their heirs, representatives, and assigns, as if the same were signed and sealed by said purchasers or lessees, and any person acquiring said property or any interest therein, whether by deed, lease, contract or by process of law, shall be bound thereby.

The aforesaid restrictions covering all of the property hereinabove described EXCEPT Tract One (1), and said Tract One (1) is not bound by any of the foregoing restrictions.