

Volume 326 Page 71

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THE STATE OF TEXAS  
COUNTY OF VICTORIA

KNOW ALL MEN BY THESE PRESENTS:

That Lee Development Company, a Texas corporation, acting herein by and through its president, Quincy Lee, of San Antonio, Bexar County, Texas, hereunto duly authorized, being the owner of Meadowview Subdivision, an Addition to the City of Victoria, Victoria County, Texas, a plat of which is duly recorded in Vol. 324, page 332, of the Deed Records of Victoria County, Texas, does 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 owner and invested in other person or persons. To all of which Lee Development Company does hereby bind itself as the fee owner of said property in Meadowview 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 Meadowview Subdivision from Lee Development Company, which expressly retains and reserves in every part, parcel and lot in said Meadowview Subdivision, the proprietary right to enforcement and observance of all limitations and restrictions hereinafter set forth:

#### I. Use of Land:

The lots shall be used for private dwelling purposes only. No store or business house, no gas or oil or automobile service station, 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 dwellings, each house being detached and being designed for occupancy for a single family or for two families.

No residence of temporary character shall be permitted on any lot.

No shack, basement, garage, trailer, tent, barn or other out-building, erected on or moved onto any lot in the subdivision, shall at any time be used as a residence except as living quarters by servants engaged on the premises, after completion of the main building.

No noxious or offensive trade or profession shall be carried on in any structure upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

#### II. Lot Area and Frontage:

Every dwelling erected on any plot shall front or present a good frontage on the street on which said plot fronts. Dwellings on

corner shall have a presentable frontage on all streets on which the particular corner lot abuts. No dwelling shall be erected on any plot having an area of less than sixty-nine hundred (6900) square feet, nor a frontage of less than fifty-nine (59) feet on the street on which the plot fronts.

#### III. Approval of Plans:

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to the topography and finished ground elevation, by a committee composed of Quincy Lee and P. J. Manly. In the event of death or resignation of any member of said committee, the remaining member, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it 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 hereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and its representative, shall cease on or after December 31, 1960. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective hereon, a written instrument shall be executed by the then record owners of a majority of the lots in the subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise same powers previously exercised by said committee.

#### IV. Size Dwelling:

No dwelling shall be permitted on any lot as a cost of less than \$6,000.00 based upon cost levels prevailing on the date these covenants are recorded. It being the intention and purpose of the

covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 750 square feet for single family houses and a minimum of 600 square feet per family unit in duplexes.

VII 326 PM 73

V. Outbuilding Requirements:

Every outbuilding except a green-house shall correspond in style and architecture to the dwelling to which it is appurtenant, and shall be of the same exterior materials, both walls and roofs, as such dwellings. No outbuilding shall exceed the dwelling to which it is appurtenant in height or number of stories.

VI. Building Location:

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet, maximum 35 feet, to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 3 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 3 feet to the rear lot line. For the purposes of this

covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

VII. Signs:

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 size of not more than five square feet advertising the property for sale or rent, or signs used by a builder advertising the property during the construction and sales periods.

VIII. Oil and Mining Operations:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

IX. Miscellaneous Provisions:

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

Livestock and Poultry. 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 purpose.

Garbage and Refuse Disposal. 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 forward of the front wall line of the respective house.

X. 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.

XI. Enforcement:

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.

XII. Serverability:

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.

In Testimony Whereof, Lee Development Company has caused these presents to be executed by its president, and attested by its secretary, this the 11 day of August, A.D. 1952.

LEE DEVELOPMENT COMPANY

By Quincy Lee  
President

ATTEST:

P. J. Manly  
Secretary

THE STATE OF TEXAS

COUNTY OF BEXAR

Before me, the undersigned authority in and for Bexar County, Texas, on this day personally appeared Quincy Lee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he, in his representative capacity as president of the Lee Development Company, a Texas corporation, executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in the capacity therein set forth.

Given under my hand and seal of office this the 11th day of August, A.D. 1952.

Mary Jane McCauley  
Notary Public in and for  
Bexar County, Texas

MARY JANE McCAULEY  
Notary Public, Bexar County, Texas

|                   |                                           |                           |                                                                                                                                                                                                                                      |                                                                                                     |
|-------------------|-------------------------------------------|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| INDEXED<br>44-077 | RESTRICTIONS ON<br>MEADOWVIEW SUBDIVISION | LEE DEVELOPMENT COMPANY ✓ | FILED FOR RECORD<br>8-11-52 August 11 1952<br>at 11:00 o'clock A.M.<br>Quincy Lee<br>County Clerk, Victoria County, Texas<br>By Helen C. Matheis<br>Filed by C. C. Carson<br>Return to "<br>Charge to "<br>Fees \$2.50 Paid<br>Due ② | CARSNER & CARSNER<br>ATTORNEYS AT LAW<br>202-203 VICTORIA NATIONAL BANK BUILDING<br>VICTORIA, TEXAS |
|                   | TO<br>THE PUBLIC                          |                           |                                                                                                                                                                                                                                      |                                                                                                     |

FILED FOR RECORD THIS 14 DAY OF Aug. A.D. 1952 AT 11:00 O'CLOCK A.M.  
RECORDED THIS 15 DAY OF Aug. A.D. 1952 AT 9:30 O'CLOCK A.M.

Quincy Lee  
COUNTY CLERK