

AGREEMENT TO MODIFY RESTRICTIONS

THE STATE OF TEXAS X

COUNTY OF VICTORIA X

FILE No. 5301
County Clerk, Victoria County, Texas

We, the undersigned, being the owners of 100 % of the lots dedicated as MESQUITEWOOD ESTATES, SECTION II, and joined by the developer of the property, JAY EASLEY, said property being a platted subdivision of Victoria County, Texas, as recorded at Volume 6, Page 69, of the Map and Plat Records of Victoria County, Texas, for and in consideration of the agreements set forth herein and which we each have given one to another, and for other good and valuable consideration, agree as follows:

a) That Paragraph II (g) of the restrictive covenants of Mesquitewood Estates, Section II, said restrictions filed of record at Volume 1024, Page 239, of the Deed Records of Victoria County, Texas, describing the building lines affecting each lot in said subdivision, does not conform to the plat filed for dedication.

b) That it was the intent of the developer, Jay Easley, and those persons having purchased lots as of August 12, 1981 to have building lines restrictions that would conform to those set out on the plat.

c) That the building lines as established by the restrictions of record, to-wit, 35 foot front set back lines and 25 foot rear or side set back lines, unreasonably interfere with building access.

d) That no party to this agreement will be damaged by a change in the restrictions to conform the set back lines to those lines as set out on the plat.

WHEREFORE, these premises considered, we agree that it is reasonable and expedient to change the language of Paragraph II (g) to read as follows:

"All buildings shall be located on the herein conveyed property subject to the front, rear and side set back lines, utility easements, road easements and drainage easements as shown on the plat, and an easement is reserved over the herein conveyed property for utility installation and maintenance and for drainage together with the right of ingress and egress thereto and over as set out in the map or plat of said subdivision recorded in Volume 6, Page 69, of the Plat Records of Victoria County, Texas."

And, whereas the plat does not establish the rear set back line for Lots 1 and 2, Block 8, it is agreed that the rear set back line for said lots shall be 10 feet.

These covenants and restrictions shall run with the land and be forever binding on our heirs and assigns.

EXECUTED this the 18th day of August, 1981.

Lot 1, Block 7:

Lots 2, 10, 11, 12, 13, 14, 15,
25, 27, and 28, Block 7

Glenn Janak
GLENN JANAK

Jay Easley
JAY EASLEY

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RESTRICTIVE COVENANTS OF
"MESQUITEWOOD ESTATES, SECTION II"

THE STATE OF TEXAS §
COUNTY OF VICTORIA §

FILE No. 8510
County Clerk, Victoria County, Texas

WIT 1024 PAGE 239

WHEREAS, JAY EASLEY, hereinafter referred to as Grantor, is the owner in fee simple of all lots and blocks in "MESQUITEWOOD ESTATES, SECTION II", a subdivision in Victoria County, Texas, according to the map and plat thereof duly recorded in Volume 6, Page 69, of the Map and Plat Records of Victoria County, Texas, to which map and plat reference is here made for all purposes, subject to the lien of a Deed of Trust in favor of Tom Ward, Trustee, for American Bank of Commerce of Victoria, Texas, which Deed of Trust is of record in Volume 988, Page 61 of the Deed of Trust Records of Victoria County, Texas; and

WHEREAS, said Grantor desires to place of record certain restrictive covenants, conditions and limitations affecting all of the lots in said "MESQUITEWOOD ESTATES, SECTION II", with the exception of Lot Thirty (30) as set forth below, above referred to and American Bank of Commerce has agreed to join in the execution of this instrument;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the said Jay Easley, 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 of the above described properties and invested in any other person or persons,

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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, assigns, devisees, lessees, and holders of every kind who may purchase or otherwise acquire any real property in the said "MESQUITEWOOD ESTATES, SECTION II", 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 of such limitations, restrictions, covenants and conditions.

1. RESERVATIONS AND LIMITATIONS

In authenticating the subdivision map for record, and in dedicating the streets, drives and roads 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;

(a) The several streets, drives and roads as shown on said map or plat are hereby dedicated to the use of the public.

(b) Grantor reserves the necessary utility easements and rights-of-way as shown on the aforesaid map of "MESQUITEWOOD ESTATES, SECTION II" recorded in the Map and Plat Records of Victoria County, Texas, to which map and the record thereof reference is here made 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, gas, water, sewers, or any other utility or service which Grantor may find necessary for the proper service of lots in "MESQUITEWOOD ESTATES, SECTION II".

ME 1024 ME 241

(c) Grantor reserves the right 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 Grantors conveying the site to be so restricted or subject to such easement or right-of-way.

(d) Neither Grantor nor any utility company using the above mentioned easements shall be liable for any damage done by any 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.

(e) 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 "MESQUITEWOOD ESTATES, SECTION II", 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

Vol 1024 p. 242

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 "MESQUITEWOOD ESTATES, SECTION II", and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to the County of Victoria, or to any public service corporation, or to any other party, is hereby reserved to Grantor.

II. RESTRICTIONS

(a) The property herein conveyed shall be used for private residential purposes only, and with the exception of Lot Thirty (30), no building other than a private one family residence building shall be constructed or be permitted to remain on any part thereof; provided, that buildings such as one story family garages, servants' rooms, wash rooms, and other small buildings customarily and ordinarily used in connection with a private residence may be constructed and allowed to remain thereon. All outbuildings shall be constructed of materials to conform with the main residential building.

(b) No main residential building which has less than 1,200 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 building be erected that has less than fifty per cent (50%) of the exposed exterior wall area constructed of brick, stone, or stucco, nor shall any second-hand house or barracks of any form be moved onto the herein conveyed property, the intention being that all structures shall be of new construction with a minimum of fifty per cent (50%) of the exposed exterior wall area constructed of brick, stone or stucco. All driveways are to be constructed of steel reinforced concrete.

(c) No mobile home, trailer, basement, tent, shack, garage, barn, or other out buildings, erected in this subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(d) All waste disposal systems shall be designed and constructed in accordance with the Victoria County Waste Control Order. All water wells shall be placed within fifteen (15) feet of the front building line. The location of all water wells, septic tanks, and absorption fields shall be approved by the Victoria County Sanitarian prior to construction.

(e) Every residential building or commercial 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.

(f) No animals, sheep, livestock or poultry of any kind shall be raised, bred or kept on the herein conveyed property for commercial purposes and no hogs shall be permitted at any time on the herein conveyed property.

(g) No building shall be located on the herein conveyed property nearer than thirty-five (35) feet from the front property line, or nearer than twenty-five (25) feet from any exterior side property line, or nearer than twenty-five (25) feet from any rear or interior side property line, and an easement is reserved over the herein conveyed property for utility installation and maintenance and for drainage together with the right of ingress and egress thereto and over as set out in the map or plat of said subdivision recorded in Volume 6, Page 69, of the Plat Records of Victoria County, Texas.

1024 244

(h) No noxious or offensive activities shall be carried on upon the herein conveyed property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(i) The herein conveyed property shall never be used or maintained as a dumping ground, for rubbish, used lumber, building materials or other unsightly items, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean, orderly and sanitary condition.

(j) No sign of any kind shall be displayed to the public view on the herein conveyed property except one professional sign of not more than one square foot or 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 sales period.

(k) 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 on any lot without the permission and joinder of the lot owner on any lease executed for such purposes.

(l) No building shall be erected, placed, or altered on any building plot in this subdivision until the building specifications and plot plan showing the location of such building and any proposed driveway 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 and as to compliance with these restrictions and covenants by an Architectural Control Committee composed of

Jay Easley, his heirs, assigns, or appointees, the Architectural Control Committee at no time to have more than three (3) members. In the event of death or resignation of any member of said Committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority and the remaining member shall have the authority to name another person to fill the vacancy on such Committee. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. This Committee shall also be authorized to approve deviations from these restrictions when, in the opinion of the Committee, such deviation will not detract from the attractiveness and the market value of any lot covered hereby.

(m) Each owner of a lot in "MESQUITEWOOD ESTATES, SECTION II" binds and obligates 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. In the event any purchaser of a lot in "MESQUITEWOOD ESTATES, SECTION II" should fail to maintain his lot in a neat and attractive manner, the Architectural Control Committee will notify such owner in writing of any objectionable or detrimental condition existing on such lot and request the owner to eliminate the same. In the event any owner fails to eliminate any objectionable or unattractive condition existing on his lot within seven (7) days after receipt or written notice specifying the objectionable conditions, then the Architectural Control Committee is authorized to go onto such lot for the purpose of eliminating such conditions and to charge the costs thereof to the lot owner, and such charge shall constitute a lien against such lot, it being expressly

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VOL 1024 PAGE 246

provided, however, that the lien securing such charge is and shall be subordinate and inferior to the lien or liens of any lender who hereafter lends money for the purchase of any lot in "MESQUITEWOOD ESTATES, SECTION II", or for the construction of improvements or the permanent financing of any improvements on any lot in "MESQUITEWOOD ESTATES, SECTION II". These restrictions, limitations, provisions and covenants shall remain in effect until August 1, 2003 and shall be binding upon each and every subsequent owner of the herein conveyed property or any part thereof, until such date and such time such restrictions, limitations, provisions and covenants shall be automatically extended for successive periods of ten (10) years each thereafter, unless an instrument signed by the then owners of the title to the herein conveyed property, their heirs and assigns, has been recorded in the Deed Records of Victoria County, Texas, agreeing to change said restrictions, limitations, provisions, and covenants in whole or in part, and the Grantor herein reserves the right to change such restrictions, limitations, provisions, and covenants on adjoining property at any time, up to the sale thereof.

The Grantor herein further represents and herenow provides that each and all of the restrictions herein contained are hereby made covenants running with the land for the use and benefit of each and every subsequent owner of any of said lots above described or parts thereof. Enforcement of the restrictions and covenants herein set out shall be by proceedings at law or in equity against any person violating or attempting to violate any restrictions or covenants, either to restrain such violation or violations or to recover damages.

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 effect the rights of any future good faith lien holder having a valid lien on said property or any part thereof who is in no way responsible for such violation.

WEL 1024 PAGE 247

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

And the said 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 said "MESQUITEWOOD ESTATES, SECTION II" 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 the indebtedness secured by the above described Deed of Trust, such sale shall be subject to these restrictions.

EXECUTED this 29th day of August, 1979.

Jay Easley
JAY EASLEY



ATTEST:
Sherill Koenig
(Name) Sherill Koenig
Its Assistant Cashier

AMERICAN BANK OF COMMERCE

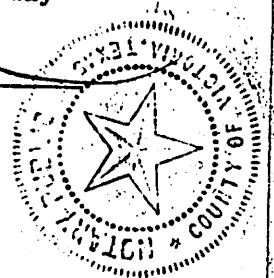
By Richard Logan
(Name) Richard Logan
Its Executive Vice President

THE STATE OF TEXAS §
COUNTY OF VICTORIA §

BEFORE ME, the undersigned authority, on this day personally appeared JAY EASLEY, 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 considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of August, A.D., 1979.

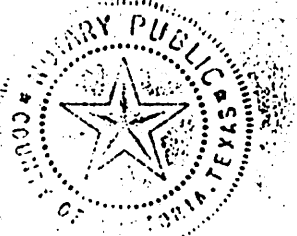
Ted G Seel
NOTARY PUBLIC IN AND FOR
VICTORIA COUNTY, TEXAS



THE STATE OF TEXAS §
COUNTY OF VICTORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Richard Logan, Executive Vice President of AMERICAN BANK OF COMMERCE, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said AMERICAN BANK OF COMMERCE, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of August, A.D., 1979.



Lee Ann Davidson
Notary Public in and for
Victoria County, Texas

Lee Ann Davidson
My commission expires: November 14, 1980

FILED FOR RECORD THIS 30TH DAY OF AUGUST A.D. 1979 AT _____ O'CLOCK _____ M.
AND RECORDED ON THIS 31ST DAY OF AUGUST A.D. 1979 AT _____ O'CLOCK _____ M.

Ted G Seel
COUNTY CLERK