

THE STATE OF TEXAS X

COUNTY OF VICTORIA X

FILE No. 5786
County Clerk, Victoria County, Texas

WHEREAS, MERCEDES CRABTREE and JAMES E. CHILCOAT, hereinafter referred to as Grantors, are the owners in fee simple of all lots and blocks in "NAVARRO CIRCLE SECT. II", a subdivision in Victoria County, Texas, according to the map and plat thereof duly recorded in Volume 6, Page 20, of the Map and Plat Records, Victoria County, Texas, to which map and plat reference is here made for all purposes; and

WHEREAS, said Grantors desire to place of record certain restrictive covenants, conditions and limitations affecting all of the lots in said "NAVARRO CIRCLE SECT. II" above referred to:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the said Mercedes Crabtree and James E. Chilcoat, for the purpose of impressing upon the property hereinabove described and referred to, the restrictive covenants and conditions hereinafter set out, do 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 owners of the above described properties and invested in any other person or persons, to all of which the aforesaid owners do hereby bind themselves, as the fee owners of said property, 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 "NAVARRO CIRCLE SECT. 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. All property within such subdivision shall be used for multi-family and commercial purposes only, however, the same shall not be used nor shall any building or structure thereon situated be used at any time for the manufacture, storage, distribution or sale of any products or items which shall increase the fire hazard of adjoining property; or for any business which constitutes a nuisance or causes the emission of odors or gases injurious to products manufactured or stored upon adjoining premises or premises within five hundred feet (500') of said property; or for any purposes calculated to injure the reputation of said premises or of the neighboring property; or for any purposes or use in violation of the laws of the United States or of the State of Texas, or any order or ordinance of the County or City of Victoria, Texas. Any written approval or consent by the Grantors herein, their heirs or assigns, of or to a particular use of the premises shall be conclusive evidence of compliance with this or any other restriction herein contained.

2. No building or any portion thereof erected on the property herein described shall be closer to the street than shown by the building setback lines on the map and plat of such subdivision or within five feet (5') of any other property line except when party walls are provided for or when two or more lots are used by a single building, except the setback line for Lots One (1), Two (2), and Three (3), in Block One (1), shall be twenty feet (20').

3. Prior to the construction or any alteration of any building, the Grantee shall cause to be submitted to Grantors, their heirs or assigns, the final plans and specifications for such building for approval by Grantors, their heirs or assigns. Such plans and specifications shall include any proposed construction, installation or alteration of all signs located in any setback areas, loading docks, parking facilities and landscape planting. No construction, installation or alteration of any of such improvements shall be commenced until the same has been approved by Grantors, their heirs or assigns, provided, however, that such approval shall not be unreasonably withheld and it shall be deemed that such approval has been granted if objections to such plans and specifications are not made by Grantors, their heirs or assigns, within thirty (30) days of the receipt by them of such plans and specifications.

4. The erection of signs upon or attached to any exterior side of any building on the herein described property shall be at the discretion of the building owner; however, before erecting any sign upon the roof of such building or upon any other of the premises, the plans and specifications of such sign or signs shall be first submitted to and have the approval of Grantors, their heirs or assigns, in the same manner as required in Paragraph 3 hereof.

5. No accessory building use shall be construed to permit the keeping of articles, goods or materials in the open or exposed to public view. When necessary to store or keep such materials in the open, the lot or area shall be located within the rear two-thirds (2/3) of the property and the same shall be fenced with a screened fence at least six feet (6') in height. Such accessory building or buildings shall be constructed from the same type of materials as the major building.

6. Employee, customer, owner, tenant or guest parking will not be permitted on any private or public dedicated street or streets adjoining the before described property. All driveways, parking areas and other portions of the before described property consistently used by vehicles shall be paved with asphalt or concrete. Any driveway, parking area or other portion of the before described property between the street and the established setback line consistently used by vehicles shall be surfaced by Grantee, his heirs or assigns, with concrete or asphalt. The Grantee of any property herein shall provide a parking area in front of such building extending forty-five feet (45') from the property line towards the rear of such lot and shall also provide a five foot (5') concrete sidewalk. Such parking lot shall be surfaced with either concrete or asphalt and shall conform to adjoining grades. No curbs shall be erected between the various properties. The Grantee obligates himself to provide such forty-five foot (45') parking area and the five foot (5') concrete sidewalk at the same time as any major building is built and, in any event, within two (2) years from the acquisition of title regardless of whether there has been construction upon the lot by such Grantee.

Provided, however, that insofar as Lots One (1) and Two (2), in Block One (1), Lots Thirteen (13) through Twenty (20), in Block One (1), Lots One (1) through Six (6), in Block Two (2), and Lots Twenty-Seven (27) through Thirty (30), in Block One (1), the forty-five foot (45') parking area shall not apply. In any event, the owners must comply with the parking ordinance of the City of Victoria.

Provided, further, than the Grantors referred to in Paragraph 3 above may waive such forty-five foot (45') parking area and five foot (5') sidewalk as to Lots Twenty-Two (22), Twenty-Three (23), and Twenty-Four (24), in Block One (1) if that application is not in the opinion of Grantors in the best interest of the owners.

Provided, further, than any buildings erected upon Lots One (1) and Two (2), Block One (1) and Lots One (1) and Two (2), Block Two (2), may be built facing Navarro.

7. The property herein described, together with any building improvements and appurtenances thereon or thereto, shall be kept in a safe, clean, wholesome condition and comply in all respects with all governmental, health and police requirements; and any owner will remove at his own expense any rubbish of whatsoever character which may accumulate on said property. The planting areas and landscaping shall conform to the plans and specifications approved by the Grantors, their heirs or assigns, and shall thereafter be maintained by Grantee, his heirs or assigns.

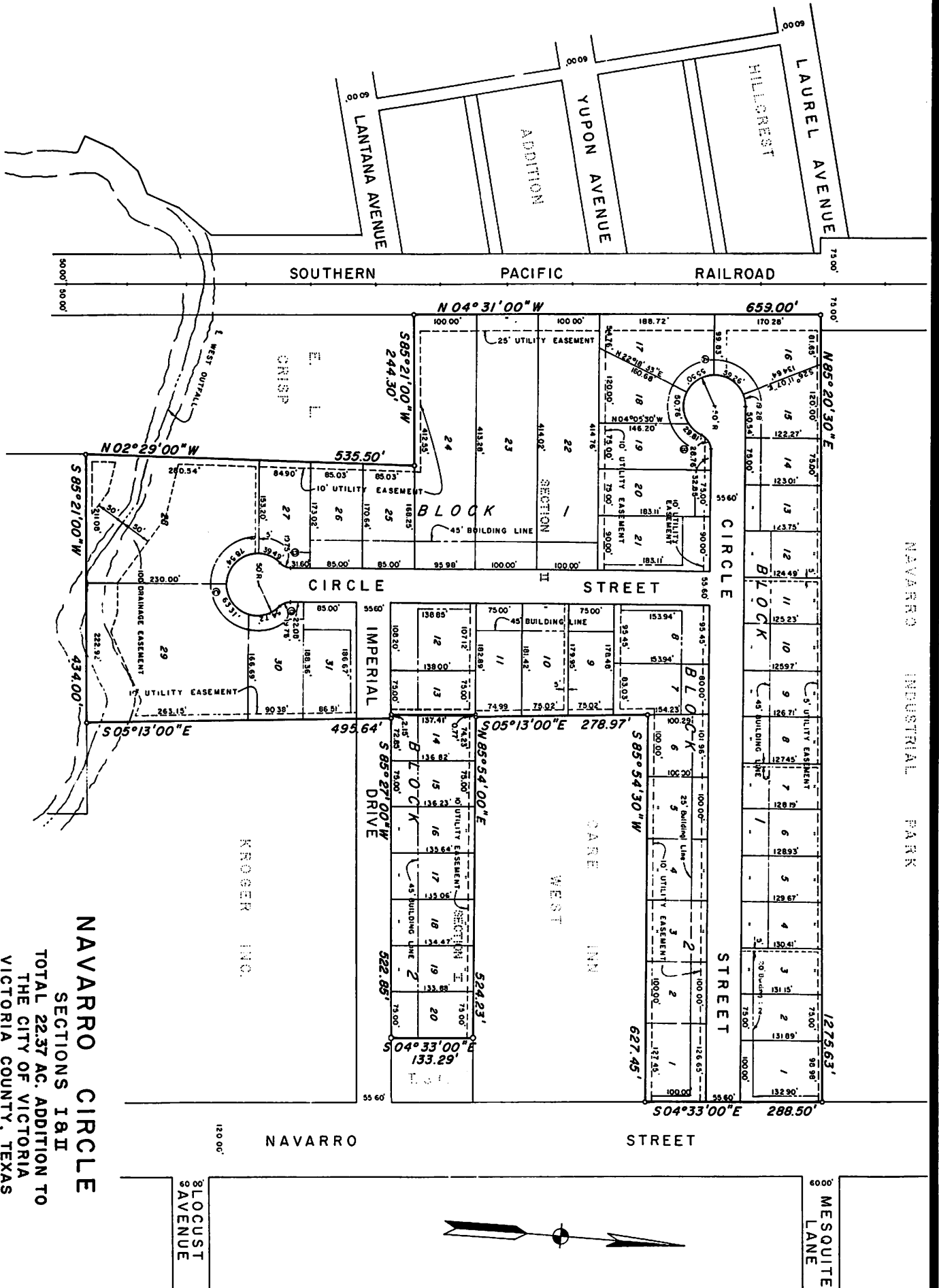
8. There is reserved by the Grantors, their heirs or assigns, an easement over and across those areas as shown on the subdivision plat of the above described property for the construction, maintenance, replacement and removal of electrical, telephone, water and sewerage lines and any and all other utilities, such portion of said property to be servient to the dominant estate of the owners of other premises in the area served by such utilities. Grantees shall restrict any and all above ground utility lines to the shortest and most direct unobstructed route from said utility easement to any facility located upon said land requiring the service of such utility.

9. Each Grantee shall, prior to the erection of any improvement upon the property, secure professional services in the planning and specifications of such improvements and specifically as to specifications for foundations, structural components of improvements, parking and on-site drainage.

10. 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 (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of twenty (20) 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.

11. The invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions, but such other provisions shall remain in full force and effect.

12. Each Grantee herein agrees, by the acceptance of the deed, to join with the other grantees and property owners within such subdivision in the establishment and formation of a property owners maintenance association and to the assessment and charges necessary in order to maintain the alleyways, sanitation and cleanliness of such subdivision. Those property owners participating in the sign or signs erected by the association agree that they will enter into a separate or additional agreement with the other property owners for the cost of the erection and maintenance of such sign or signs.



100 50 0 100 200
SCALE IN FEET

NAVARRO CIRCLE
SECTIONS 18 II
TOTAL 22.37 AC. ADDITION TO
THE CITY OF VICTORIA
VICTORIA COUNTY, TEXAS

OWNERS & DEVELOPERS
MERCEDES C. CRABTREE
JAMES E. CHILCOAT