

RESTRICTIONS

THE STATE OF TEXAS

COUNTY OF VICTORIA

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ERWIN JAY LACK is the owner of a Subdivision known as NORTH PARK ESTATES NO. 1, being a 59.178-acre tract of land out of the Fulgencio Bueno League, Abstract No. 122, in Victoria County, Texas, and also being out of the Southeasterly portion of a 368.07-acre tract described in a Deed from Mrs. Willie Pittman to Travis Askew and wife, a subdivision of record in Volume 874, Page 163 of the Deed Records of Victoria County, Texas; and

NOW THEREFORE, ERWIN JAY LACK imposes upon the above described property, the following restrictions:

1. All tracts as shown on the plat or map of North Park Estates No. 1 are residential tracts and subject to the following Restrictions EXCEPT Lots Nos. One (1), Two (2), Three (3), Ten (10), Eleven (11) and Twelve (12), in Block No. Two (2); Lots Nos. One (1), Two (2), Three (3), Thirty (30) and Thirty-one (31), in Block No. One (1); and Lots Nos. Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18), in Block No. Eleven (11); and none of the remaining said tracts or the improvements erected thereon shall be used for anything other than private residential purposes and shall not be used for any commercial purpose.

2. The lots shall not be further subdivided, nor shall any small tracts be sold therefrom without written approval from the Restriction Control Committee.

3. No building or structure shall be erected, constructed, maintained or permitted on a residence tract as herein defined, except one single detached dwelling house to be occupied by no more than one family. As appurtenant to any dwelling in said North Park Estates No. 1, a private garage, garden house, or servants' quarters may be erected upon such

residence tract if architecturally in harmony with said dwelling house and provided specifically that no sheet fiberglass, sheet iron, or unpainted sheet aluminum, construction be placed on any tract. No trailer house or mobile home shall be parked, attached or permitted to remain on any lot.

4. No main residential building which has less than 1300 square feet of floor space, exclusive of porches, basements, 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 except a one and a half (1 1/2) or two (2) story homes designed to reconstruct a certain (period type) home that by its design was not originally constructed of masonry. The preliminary and final plans of these period type homes must be approved in writing by the Restriction Control Committee. All main residential buildings shall have a two (2) car garage or carport, all garages or carports constructed on any of the lots covered by these restrictions shall have a capacity of not less than two (2) standard size automobiles; none of which shall front any street unless same is 60' or more from the front property line. All driveways shall be of concrete construction, no less than 12' in width, and they shall extend from the street to the garage or carport. Also all culverts placed in any easement shall be of a size and quality acceptable to the county of Victoria and (all culverts so placed shall have sidewalks of concrete construction.)

5. No house, building or barracks that has previously been occupied may be moved on to any tracts, 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 providing board or lodging therein for hire.

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

7. All foundations of all buildings shall be designed for the lot on which they are constructed to insure against structural failure and flooding. All foundations shall be constructed not less than 12" above natural grade at any point. A side drainage ditch of at least 6" in depth from natural grade shall be constructed from front to back of lot and shall be installed on each side of each lot with the highest elevation.

8. The work or 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.

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

10. All bathroom, sink and toilet conveniences shall be inside of 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. Every residential building must be connected to State Low Pressure septic system of not less than 1,200 gallon capacity or central city sewer, and not more than one residence shall be connected to such approved septic system. Each septic system must have a minimum of 1,000' of Lateral Lines. Each system shall be inspected by a member of the Health Department and any other necessary governmental authority.

11. No building or structure shall be located nearer than twenty-five feet (25') from any side street property line or nearer than thirty-five feet (35') from the front property line, or nearer than ten

feet (10') from any side property line. The storage of any travel trailer, boat or truck is prohibited within such set-back area. No repair or overhauling of automobiles or other equipment will be permitted within the herein described set-back lines.

12. 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. Open storage of building material will be permitted during construction only, for a period not to exceed six (6) months.

13. No activity of a noxious nature nor any business may be conducted upon any site, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood.

14. No horses, cattle or other livestock shall be permitted to be raised, pastured, quartered or otherwise maintained on any lot. No household pets shall be kept for hire or bred for commercial purposes.

15. There shall be no mining for sand, gravel, dirt or other surface mining operations.

16. No lot or lots shall be used for an easement of any kind except those shown on the recorded plat, without written consent of the developer, ERWIN JAY LACK. The developer, ERWIN JAY LACK expressly reserves the right to grant additional rights of way and easements.

17. If any 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 North Park Estates No. 1, it shall be lawful for any other person or persons owning any real property situated in North Park Estates No. 1 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.

18. Invalidity of any provision, sentence or paragraph contained herein shall not 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 North Park Estates No. 1 shall run with the land and shall be binding upon all parties hereto, and all persons claiming under them until January 1, 198____. At such time the restrictions of North Park Estates No. 1 shall be automatically extended for successive periods of ten (10) years each thereafter. These restrictions of North Park Estates No. 1 may be amended or modified in whole or in part (at any time), by the written consent of the Restriction Control Committee and the written agreement of not less than Eight (80%) per cent of the then owners of title of the lots (one (1) lot equals one (1) vote) in North Park Estates No. 1.

The modification or amendment of the said restrictions shall be effected by filing the agreement, along with the consent of the Restriction Control Committee, for record in the Deed Records of Victoria County, Texas.

20. Every person who by deed becomes owner of any of the residential tracts in North Park Estates No. 1, or who, by written consent, 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 and covenants; said deed, contract 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.

21. The Restriction Control Committee shall be composed of ERWIN JAY LACK and two (2) other persons to be appointed by him. All decisions must be in writing and filed by a majority of the Restriction Control Committee. Upon the resignation or death of any member appointed by ERWIN JAY LACK, ERWIN JAY LACK may appoint that person's successor. Upon the

resignation or death of ERWIN JAY LACK, the remaining members of the committee shall appoint his successor and, thereafter, all appointments to the committee shall be by a majority of the members of the Restriction Control Committee.

22. A portion of Lot No. Fifteen (15), in Block No. Five (5), and a portion of Lot No. Thirty (30), in Block No. One (1) are affected by that one certain Easement Agreement by and between ERWIN JAY LACK and NORTH PARK UTILITIES, INC., which said Easement Agreement is filed of record in the Deed Records of Victoria County, Texas, to which reference is herenow made for a more particular description of the real property affected and the manner in which the Easement Agreement affects and restricts the use of the said real property.

Notwithstanding any of the restrictions, limitations, provisions and covenants herein contained, it is herenow specifically provided that violation of any such restrictions, limitations, provisions and covenants shall not in any way affect the rights of any future good faith holder having a valid lien on said property or any part hereof, who is in no way responsible for such violation.

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

WITNESS MY HAND THIS THE _____ day of _____,
198____.

ERWIN JAY LACK

THE STATE OF TEXAS

COUNTY OF VICTORIA

BEFORE ME, the undersigned authority, on this day personally appeared ERWIN JAY LACK, 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 consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 198____, A.D.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

PRINT/TYPE NAME OF NOTARY

MY COMMISSION EXPIRES: _____