

RESTRICTIONS

FILE No. 11,653
County Clerk, Victoria County, Texas

OAK COLONY ESTATES

THE STATE OF TEXAS §
COUNTY OF VICTORIA §

WHEREAS, ALVIN T. DINCANS, JR. and PAULINE WALDEN, both of Victoria County, Texas, hereinafter sometimes called "Developers", subject to a Deed of Trust lien dated April 3rd, 1984, in favor of ALLIED FIRST BANK, Edna, Jackson County, Texas, are the owners of all of the lots and blocks in OAK COLONY ESTATES, a subdivision and addition to the County of Victoria, Texas, according to the established map and plat thereof duly recorded in the Map and Plat Records of Victoria County, Texas, to which reference is here made for all purposes;

WHEREAS, the Developers desire to place of record certain restrictive covenants, conditions and limitations affecting all of the lots and blocks in said Oak Colony Estates, hereinabove referred to:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Alvin T. Dincans, Jr. and Pauline Walden, Developers, for the purpose of impressing upon the properties hereinabove described and referred to the restrictive covenants and conditions hereinafter set forth, being joined herein by Allied First Bank of Edna, Texas, acting by and through its undersigned and authorized officer, 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 possession is divested out of the present owners of the above described properties and is vested in any other person or persons, to all of which the aforesaid owners and Developers do bind themselves, as the fee owners of said properties, all of said limitations, restrictions, covenants and conditions shall extend to all of the heirs, executors, administrators, assigns, devisees, lessees, successors and holders of every kind who may purchase or otherwise acquire any real property

DEED
VOL 1277 PAGE 254

in the said Oak Colony Estates from the owners thereof, and said owners expressly retain and reserve in every part, tract, parcel and lot in said properties the proprietary right to enforcement and observance of all such limitations, restrictions, covenants and conditions.

1. All lots shall be designated "residence lots", and none of said lots or the improvements erected thereon shall be used for anything other than private residential purposes and shall not be used for any commercial purpose. 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. No lot shall be subdivided.

2. All lots in Oak Colony Estates shall be used for and restricted to single family private residences exclusively; no building or structure shall be erected, constructed, maintained or permitted on any lot, except a single detached dwelling house to be occupied by no more than one family. As appurtenant to any residence structure in the subdivision, a garden house, servant's quarters, barn, shed, stall, or other building of permanent construction may be erected upon such residence lot if architecturally in harmony with said residence and provided that no sheet iron, sheet aluminum, or sheet fiberglass structures shall be placed on any of these lots; and provided further that any such construction shall receive prior approval by Developers in accordance with paragraph number 3 of these restrictions.

3. At such time as the owner of any lot in Oak Colony Estates shall desire to construct a residence or other building appurtenant thereto upon said lot, such owner shall first obtain written approval for such structure and construction from Developers; all requests for such approval shall include one set of floor plans showing dimensions and elevations, and specifications for such structure, which shall be submitted either to Walden Custom Homes, Inc., at 100 Warehouse Road, Victoria, Texas 77901 or to Dincans, Inc., at 4303 N. Vine Street, Victoria, Texas 77901; all such requests, plans and specifications shall be submitted by

VOL 1277 PAGE 255

NEED

DEED

VOL 1277 PAGE 256

certified mail, return receipt requested. All plans, requests and specifications shall become the property of the Developers after such submission, and approval or denial of such requests shall be made within two (2) weeks from the date of receipt of such request in each case; in the event that neither approval or denial has been made by Developers within such time period, then and in such event, approval shall be deemed given provided that all limitations, restrictions and conditions contained in this instrument are adhered to; in no event shall approval be deemed given where the owner of the lot in question has failed to submit a request, along with plans and specifications in accordance with the procedures of this paragraph.

4. No residence structure containing less than 1500 square feet of enclosed floor space (exclusive of porches and garages) shall be erected or constructed on any lot. All residence structures shall include an attached garage with a capacity of not less than two (2) standard-size automobiles. The exterior walls of any residence structure shall consist of not less than fifty per cent (50%) rock, brick or stone masonry construction, and all residence structures shall include a concrete driveway extending from the residence to the paved frontage roadway of the lot, and each owner shall provide a concrete culvert set according to Victoria County specifications, all at the lot owner's expense.

5. No structure of a temporary character, whether trailer, mobile home, motor home, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No previously built structure (including storage buildings) shall be permitted on any lot or moved onto any lot in the subdivision, it being the intention of these restrictions to require that all buildings located on any lot be of new and permanent construction. No metal or prefabricated carports or decks shall be permitted on any lot.

6. 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 (5) square feet in size advertising the property for sale or rent, or a sign of no greater size used by a builder

to advertise the property during the construction and sales period.

7. All bathroom, sink and toilet conveniences shall be located inside of each residence structure and shall be connected by underground pipes with a private septic system of a depth and type of construction approved by the appropriate governmental authorities with jurisdiction thereof. The drainage from any septic tank or system shall be kept within the residence lot, and the effluent from any drainage system shall never be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field or other device approved by the appropriate governmental authorities.

8. No building or structure (except fencing) shall be located nearer than thirty (30) feet from any side street property line or nearer than thirty (30) feet from any front property line or nearer than ten (10) feet from any side property line. No vehicle with tonnage in excess of three-fourths ($3/4$) ton and no travel trailer, camper, mobile home, motor home or boat shall be permitted within such property setback area. No repair or overhauling of automobiles, other vehicles, machinery or other equipment shall be permitted on any of the lots, unless said repair or overhauling occurs inside a garage, shop or other closed building out of public view.

9. No individual water-supply system shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the appropriate governmental authorities with jurisdiction thereof. Approval of the system as installed shall be obtained from any such authority.

10. No lot, street or alley of this subdivision shall be used for parking or storage, temporary or otherwise, of any junked, abandoned or inoperable vehicle, trailer, or boat, or any part thereof. No tank for the storage of oil or other fluid may be maintained on any lot above the surface of the ground, excepting gasoline storage cans with a maximum capacity of ten (10) gallons of the type used for

VOI 1277 PAGE 257

DEED

DEED

VOL 1277 PAGE 258

lawn mowers or similar power tools. No lot shall be used as a dumping ground for rubbish, trash, garbage or other waste; all such rubbish, trash, garbage or other waste shall be stored in sanitary containers until disposed of by removal from the lot or incineration. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. No animals, livestock or poultry of any kind shall be raised, bred, kept or permitted on any lot, except that dogs, cats or other domestic household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

12. No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained to meet the sight-line requirements set forth above.

13. All lots may be fenced to their property lines (subject to the sight-line limitations hereinabove set forth). No fences consisting of wire (except approved chain link), pine, wooden woven picket, rolled picket, or any materials which will not withstand decay-causing conditions without special treatment shall be constructed or permitted on any lot. All fencing shall be deemed construction of a structure and shall require prior approval by Developers in accordance with paragraph number 3 of these restrictions.

14. No person or persons owning any lot in Oak Colony Estates shall grant a road easement of any kind upon any lot in the subdivision, with the exception of the Developers.

Vol 1277 Page 259

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15. All easements for the installation and maintenance of utilities, drainage, etc., are reserved as shown on the established map and plat of the subdivision. No shrubbery, fence, or other obstruction shall be placed in any easement which would interfere with such easement. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

16. Mailboxes must be furnished by lot owners and must be located only in the areas designated for same by the Developers. All mailboxes must utilize and conform to the requirements of the metal base structures provided by the Developers for such purpose.

17. After construction of any structure on any lot, each owner thereof shall, at his sole cost and expense, repair such structure, keeping the same in a condition comparable to the condition of such structure at the time of its initial construction, excepting only normal wear and tear. The owners or occupants of all lots at all times shall keep weeds and grass thereon cut in a sanitary, healthful and attractive manner.

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

19. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

20. No professional, business, or commercial activity to which the general public is invited shall be conducted on any lot.

21. The work of construction of all buildings, improve-

force and effect.

And the said Allied First Bank does hereby declare that all indebtedness secured by the above described Deed of Trust lien and other liens held to secure such indebtedness shall be subordinate to the above described limitations, restrictions, covenants and conditions so placed upon said land by the said Developers, and said limitations, restrictions, covenants and conditions shall take precedence over said liens the same as if this instrument had been executed prior to the execution of the instruments by which said liens were granted; and in the event said land or any part thereof should be sold to satisfy said indebtedness, the purchaser or purchasers at any such sale or sales shall take such land, subject to said limitations, restrictions, covenants and conditions; but any such purchaser or purchasers shall acquire all of the rights of the owners of said land, subject thereto. In connection with this subordination, it is hereby specifically provided that such subordination is made without warranty or guaranty in any way, and except as herein provided and subordinated, the liens held by the said Allied First Bank shall be and remain in full force and effect.

VOL 1277 PAGE 261

NEED

EXECUTED on this the 10th day of August, 1984.

Alvin T. Dincans, Jr.
ALVIN T. DINCANS, JR.

Pauline Walden
PAULINE WALDEN
Developers

ALLIED FIRST BANK
Edna, Texas

By: Wayne Kucera
WAYNE KUCERA
Its Vice President

ATTEST:

John R. DeMoss
(Name) John R. DeMoss
(Its) Executive Vice President

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VN 1277 MAR 260

ments and structures shall be prosecuted diligently and continuously from commencement of construction until such buildings, improvements or 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. No building material of any kind shall be placed or stored upon any lot until the lot owner is ready to commence construction, and then such material shall be placed within property lines of the lot upon which construction is to be done, and shall not be placed in streets.

22. 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 automatically be 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.

23. These covenants may be changed or amended at any time hereafter only by an instrument signed by a majority of the then owners of the lots, which instrument shall be recorded before taking effect, agreeing to change said covenants in whole or in part; a lot owner, regardless of the number of lots he may own, shall be deemed a single owner for the purposes of this provision; it is further provided that so long as Developers own any lot or lots, their consent to such amendment shall be required.

24. If any party or parties hereto, or their heirs, assigns, or representatives, shall violate or attempt to violate any of the provisions of these restrictions and covenants of Oak Colony Estates it shall be lawful for any other person or persons owning any real property situated in Oak Colony Estates to prosecute any proceedings at law or in equity against such person or persons violating or attempting to violate any of said restrictions and covenants either to restrain such violation or to recover damages.

25. Invalidity of any one of these covenants or part thereof by judgment or court order shall in no wise affect or invalidate any of the other provisions which shall remain in full