

FILE No. 8535
County Clerk, Victoria County, Texas

VOL 941 PAGE 797

THE STATE OF TEXAS S
COUNTY OF VICTORIA S

RESTRICTIVE COVENANTS FOR OAK CREEK
ESTATES SUBDIVISION

WHEREAS, DONALD SCHOENFIELD and MAURICE CHAMBERS, hereinafter referred to as Grantor, are the owners in fee simple of all lots and blocks in Oak Creek Estates Subdivision, a subdivision in Victoria County, Texas, (hereinafter referred to as "Oak Creek"), according to the map and plat thereof duly recorded in Volume 5, Page 47, of the Map and Plat Records of Victoria County, Texas, to which map and plat reference is here made for all purposes; and

WHEREAS, said Grantor desires to place of record certain restrictive covenants, conditions and limitations affecting all of the lots in said Oak Creek above referred to:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the said DONALD SCHOENFIELD and MAURICE CHAMBERS for the purpose of impressing upon the properties 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 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 Oak Creek from the owners thereof, 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:

(a) In authenticating the subdivision map for record, and in dedicating the street 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:

(b) The street as shown on said map or plat is hereby dedicated to the use of the public.

(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 Grantor conveying the site to be so restricted or subjected to such easement or right-of-way.

(d) 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 Oak Creek 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 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 Oak Creek and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to the City of Victoria, or to any public service corporation, or to any other party, is hereby reserved to Grantor.

2. 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 and as to compliance with these restrictions and covenants by an Architectural Control Committee composed of DONALD SCHOENFIELD and MAURICE CHAMBERS. In the event of death or resignation of either 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 and the remaining member or members shall have the authority to name another person or persons 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.

3. USE OF LAND:

All of the lots in Oak Creek except Lots 12 and 24 shall be used for single family private residences exclusively. No store or business house, 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 single dwelling houses, each house being detached and being designated for occupancy by a single family. 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.

There shall be no mobile homes on any lot designated on the plat of Oak Creek Subdivision.

No residence of a temporary character shall be permitted on any lot, and no previously built structure shall be moved onto any lot in the subdivision for use as a residence, it being the intention of these covenants and restrictions to require all residential buildings located on any lot or properties, above described and referred to, to be erected on such lot or properties.

No structure of a temporary character, shack, garage, barn, tent, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

No trade, business or profession shall be carried on upon any lot or in any structure upon any of such properties, except lots 12 and 24 nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. LOT AREA AND FRONTAGE:

No dwelling shall be erected on any lot having an area less than the lot as shown on the recorded plats of said Oak Creek.

5. SIZE OF DWELLING:

The minimum ground floor area of one story main structures, exclusive of open porches and garages, shall be 1,000 feet. The minimum ground floor area on all one and one-half and two story houses, exclusive of open porches and garages, shall be 800 feet.

6. MATERIALS OF CONSTRUCTION:

All roofs shall be composition shingles, wood shingle or built-up construction.

7. 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 set back lines shown on the recorded plat. In any event, no building shall be located on any lot in Oak Creek nearer than 30 feet from the front lot line. No building shall be located nearer than 10 feet to an interior lot line. For the purpose

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. If a building plot consists of more than one lot as shown on the recorded plats of Oak Creek then the interior lot line as specified herein shall be the ownership boundary line.

Each lot in Oak Creek shall be deemed to front on the street which said lot abuts, and in the case of corner lots, they shall be deemed to front in accordance with the set back line shown on the plat of Oak Creek.

8. SIGNS:

No sign or any kind shall be displayed to the public view on any lot, except one sign of a size of not more than twelve square feet advertising the property during the construction and sales period.

9. LOT MAINTENANCE:

Each owner of a lot in Oak Creek binds and obligates himself, through the purchase of said 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.

10. MISCELLANEOUS PROVISIONS:

Livestock and Poultry. No animals or poultry of any kind shall be raised, bred or kept for commercial purposes and no hogs shall be permitted at any time, except in connection with F.F.A. or 4-H projects.

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 boat or trailer shall be parked for storage in the driveway or yard in front of the front wall line of the respective house.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map and plat.

11. 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.

12. ENFORCEMENT:

Enforcement shall be by proceeding 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.

13. SEVERABILITY:

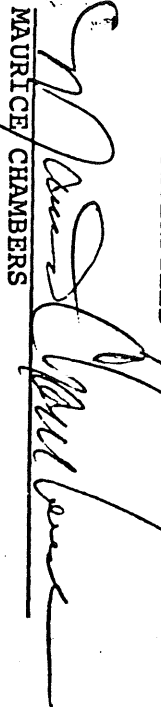
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

14. LIENHOLDERS:

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

EXECUTED this 18 day of August, 1977.


DONALD SCHOENFIELD


MAURICE CHAMBERS