

RESTRICTIONS

"OAK VILLAGE SUBDIVISION"

HOMER A. SMITH & W. E. POSEY

TO THE PUBLIC

Vol. 463 Page 586

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF VICTORIA)

That We, Homer A. Smith and W. E. Posey, being the owners of Oak Village, a proposed subdivision in the county and State aforesaid, as hereinafter described do hereby make and publish limitations and restrictions which are to apply to, and become a part of all contracts of sale, deeds and other legal instruments whereby title or possession is divested out of the present owners, and invested in other person or persons. To all of which we do hereby bind ourselves as the fee owners of said property in the Oak Village Subdivision. All of the limitations and restrictions contained herein shall extend to and include the heirs, assigns, devisees, lessees and holders of every kind of and under all who may purchase or acquire any real property in said Oak Village Subdivision from us who expressly retain and reserve in every part, parcel and lot in Blocks 'A', 'B', 'C', and 'D' inclusive, in Oak Village Subdivision, the proprietary right to the enforcement and observance of all limitations and restrictions hereinafter set forth, said land lying and being situated in Victoria County, Texas, and being described by metes and bounds as follows:

Ninety-nine and fifty-five one-hundredths (99.55) acres, more or less, situated in and being a part of the Juan Rene & Sons Survey A-102, Victoria County, Texas said 99.55 acres being off the Southwest side of that certain 164.18 acre tract conveyed to J. M. Reeves et ux by Mrs. W. T. Adams, November 9, 1938, of record in Volume 165, Page 412, of the Deed Records of Victoria County, Texas, described by metes and bounds as follows:

BEGINNING at an iron rod and fence corner post in the Southeast right of way fence line of the G. H. & S. A. Railroad, said point being the most Western corner of above said 164.18 acre tract and the most Western corner of this 99.55 acre tract;

THENCE with the fence line on the Southeast right of way line of said railroad, North 53 deg. 48 min. East 1464.4 feet to an iron rod set in the said right of way line for the North corner of this tract, said corner being South 53 deg. 48 min. West 932 feet from the North corner of said 164.18 acre tract;

THENCE South 36 deg. 12 min. East 2978.2 feet to an iron rod set for the most Eastern corner of this tract, said iron rod being set in the existing fence line marking the Southeast line of the J. M. Reeves Estate;

THENCE with the Southeast fence line of said Reeves Estate, South 55 deg. 10 min. West 1464.8 feet to fence post marking the South corner of this tract and the South fence corner of said Reeves Estate; said corner post being in the Southwest line of the Reeves Estate and North 36 deg. 12 min. West 164.0 feet from two iron pipes marking the East corner of the Frank Beck 200 acre tract;

THENCE with the Southwest line of said Reeves Estate, North 36 deg. 12 min. West 2943.1 feet to the Place of Beginning, containing 99.5 acres, more or less, all in the Juan Rene & Sons Survey A-102, Victoria County, Texas.

1. No lot in this subdivision shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on Lots in Blocks Nos. 'A', 'B', 'C', and 'D', inclusive, other than newly constructed dwelling houses. It being the intent of this article to provide that no temporary buildings or trailer house or temporary construction shall be allowed to remain on said Blocks, except that temporary structures may be used during the construction period of said dwelling houses. This shall not be construed to prohibit the erection of the usual out-buildings in connection with dwellings.

2. No swine shall be raised, bred or kept on any lot, except that one (1) head of livestock per acre shall be allowed provided said livestock shall at all times be kept within the confines of a good and substantial fence.

3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on a map and plat of said subdivision as drawn by Davis Surveying Company, dated May 3rd, A.D. 1957, a copy of which shall be in the possession of the architectural control committee as hereinafter set forth.

4. No electric fences may be used or erected on any lot in said subdivision.

5. No septic tank or drain shall be placed within fifteen (15') feet of any property line.

6. No single family dwelling shall be erected or permitted on any lot in Blocks Nos. 'A', 'B', 'C', and 'D', inclusive, with a ground floor area, exclusive of open porches and garages, of less than seven hundred fifty (750) square feet, or at a cost of less than Six Thousand and No/100 (\$6,000.00) Dollars, based upon cost levels prevailing on the date these covenants are recorded.

7. No building shall be erected, placed or altered on any lot until the constructions plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall or hedge shall be erected, placed or altered on any lot nearer than the front wall line of a dwelling house erected upon such lot.

The architectural control committee is composed of Homer A. Smith, W. E. Posey and C. C. Carsner, Jr., all of Victoria, Texas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committees approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the constructions has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them, until July, 1982, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the owners of title to the majority of the lots in this subdivision, it is agreed to change the said covenants in whole or in part, which agreement to change the covenants in whole or in part shall be effected by filing the same for record in the Deed Records of Victoria County, Texas, at least one (1) year prior to the expiration of the twenty-five (25) year or ten (10) year periods thereafter.

9. "Owners" as used herein shall include those who have legal title to the land in the subdivision except it shall not include the owner of a vendor's lien.

10. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues from such violation.

11. Invalidity of any one of these covenants by judgments or court order shall in no wise affect any of the other provisions, which shall remain in

full force and effect. The limitations and restrictions contained herein shall apply only to lots located in Blocks One (1) to Seventeen (17), inclusive.

IN TESTIMONY WHEREOF, these presents have been executed this 23rd day of July, A.D. 1957.

OAK VILLAGE SUBDIVISION

Homer A. Smith
HOMER A. SMITH

W. E. Posey
W. E. POSEY

THE STATE OF TEXAS

COUNTY OF VICTORIA

BEFORE ME, the undersigned authority, on this day personally appeared Homer A. Smith and W. E. Posey, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of July, A.D. 1957.

C. C. Carsner

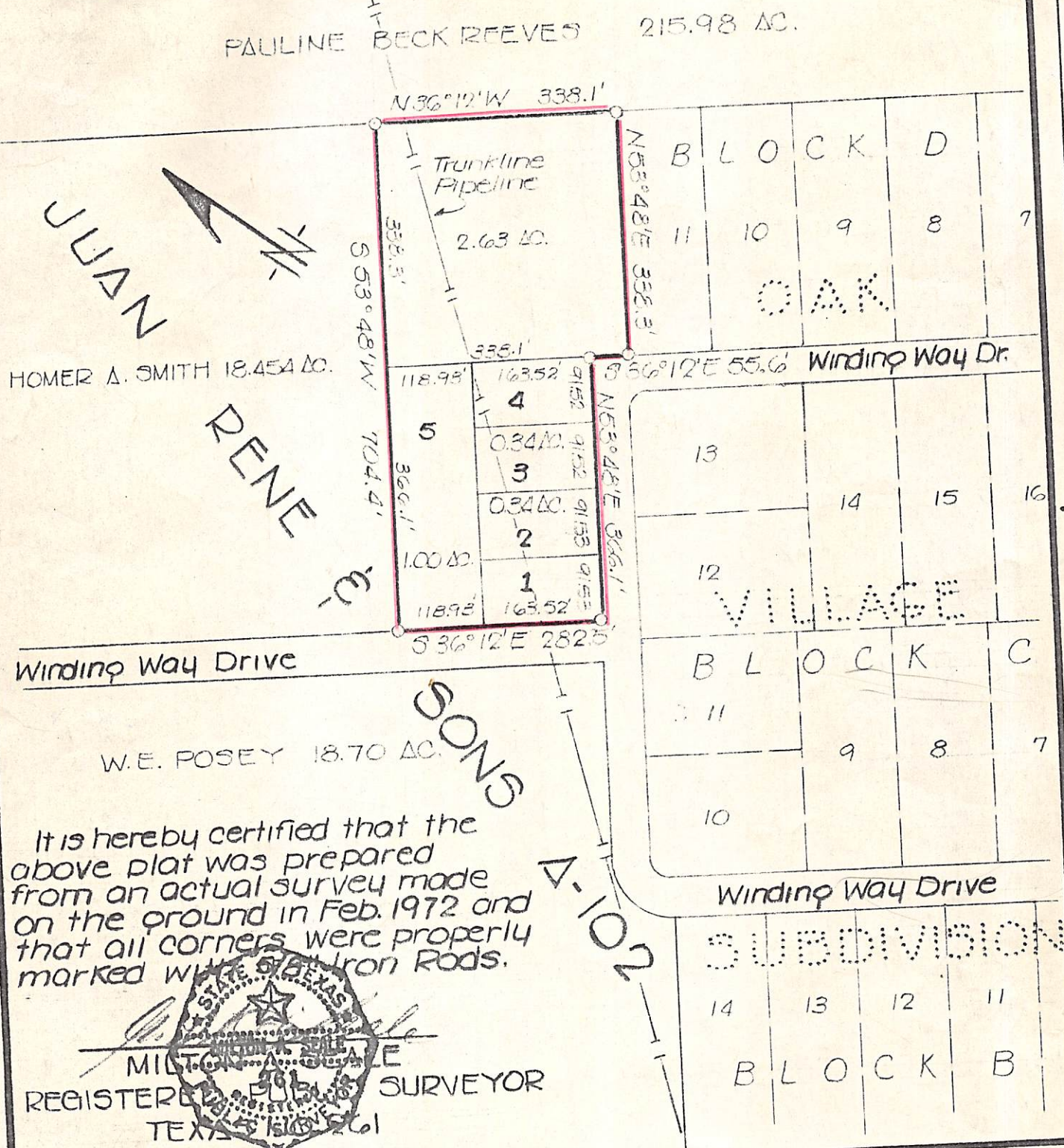
C. C. Carsner
NOTARY PUBLIC in and for
Victoria County, Texas.

RESTRICTIONS	HOMER A. SMITH & W. E. POSEY	TO	THE PUBLIC	FILED FOR RECORD 1-23-57 July 24 1957 at 11:10 o'clock A M Val D. Huma County Clerk, Victoria County, Texas By Deputy Filed by Return to Charge to Fees \$ 2.00 Paid CARSNER & CARSNER ATTORNEYS AT LAW 202-203 VICTORIA NATIONAL BANK BUILDING VICTORIA, TEXAS
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FILED FOR RECORD THIS 24 DAY OF July A.D. 1957 AT 11:10 O'CLOCK A M.
AND RECORDED ON THIS 26 DAY OF July A.D. 1957 AT 9:00 O'CLOCK A M.

Val D. Huma
COUNTY CLERK

Loan Balance



LOWRY & SEALE, INC.
ENGINEERS & SURVEYORS
P. O. BOX 3125 VICTORIA, TEXAS

GEORGE W. WOODLEY

5.0 AC. PARTITION SURVEY OUT OF HOMER
A. SMITH 18.454 AC. TRACT SITUATED IN
JUAN RENE & SONS SUR. A-102, VICTORIA CO., TEX.

DWN. BY: TGB	APP. BY: MAS	DATE: 4-12-72	JOB NO. L428-1	DWG. NO. L428-1	FILE:	SCALE: 1"=200'	SHT. NO. 1 OF 1
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Oak Village

S.P.

Dewar

50% SOLD

St. Paul

SOLD

SOLD