



RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF VICTORIA § KNOW ALL MEN BY THESE PRESENTS:

The undersigned being the sole owner of lots in "PURA VIDA SUBDIVISION" hereinafter called "subdivision" or "the subdivision" according to the plat of the subdivision recorded in Volume 9 Page 61 C&D of the Map and Plat Records of Victoria County, Texas and reference is herenow made to said plat and the record thereof for all purposes desiring to create restrictions for the benefit of the present and future owners of lots in subdivision (the use of the term "subdivision" hereinafter shall apply to the existing subdivision and also any future re-subdivision), DO HEREBY ADOPT AND ESTABLISH THE FOLLOWING RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, STIPULATIONS AND RESERVATIONS APPLICABLE TO GOVERNING THE USE, OCCUPANCY AND CONVEYANCE OF THE SUBDIVISION AND LOTS THEREIN.

I.

A. All streets in the subdivision are public streets and are hereby dedicated to the public and have been or will be conveyed and dedicated to Victoria County, Texas, subject to its requirements and the laws of this state. Victoria County has or will have the responsibility for the maintenance of all streets in the subdivision.

B. The undersigned reserve the necessary utility easements and right-of-ways as shown on the aforesaid map of the subdivision, and said easements are reserved for the use and benefit of any public utility operating in Victoria County, Texas as well as for the benefit of the undersigned and any other property owners in the subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sewer or any other utility service which may become necessary or convenient for the use of lot owners in subdivision. It shall be and is expressly agreed and understood that title to any lot in subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the utility easements and utilities constructed thereon for electric light and power, telephone lines, gas, water, sewer or any other utility or service necessary or convenient for the use of lots in subdivision.

C. No utility company using the utility easements shall be liable for any damages done by them or their assigns, their agents or employees to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

II.

No building or other permitted structure, including but not limited to sidewalks, driveways and fences, shall be erected, placed, remodeled, or altered on any lot in the subdivision until the building plans and the plot plan showing the location of such building or improvements 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 or other improvements with respect to the topography and finished ground elevation and as to compliance with these restrictions and covenants, all of which must be in writing by an Architectural Control Committee, hereinafter called "Committee," initially composed of KEN RICHTER, DAVID KUCERA and VALERIE KUCERA. In the event of death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to name another person 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.

III.

A. Single Family Residences

1. All of the lots in the Subdivision shall be used exclusively for single-family, private residences, and no building or structure except private, single-family dwelling houses and such outbuildings as are customarily appurtenant to single-family dwelling houses, shall be erected on any lot in the subdivision.
2. Only one residence shall be constructed on each lot of the Subdivision. This provision shall not, however, prohibit the construction of a residence on a portion of two or more lots as shown by the plat of the subdivision, provided such construction conforms to the definition of residential purpose as defined in the succeeding paragraph.
3. The term “residential purpose” as used herein shall be held to exclude hospitals, duplex houses and apartment houses, and to exclude any commercial and professional uses, and to exclude any development operations or drilling for oil, gas or other minerals or any quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operations. Any usage not otherwise herein authorized is hereby expressly prohibited.
4. The word “house” or “residence” as used herein with reference to building lines shall include galleries, porte cocheres, porches, projections and every other permanent part of the improvements. Steps, terraces and planters outside of building lines will be permitted provided that approval of the Committee is granted.
5. No garage or outbuilding on any lot or lots in the subdivision shall be used as a residential or living quarters. No “barn” homes are allowed within the subdivision. A “barn” home is a barn type structure (typically of metal construction) within which a home is constructed.
6. No building materials or temporary building of any kind or character, including but not limited to tents, shacks, garage or barns shall be placed or stored upon the property until the owner is ready to commence construction and then such materials or temporary building shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected and any such temporary building or structure of any kind shall not be used for other than construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition. All new home construction must be completed within one year of commencement. Construction for all remodeling or addition to existing structures, if visible to the exterior, must be completed within 6 months of commencement.
7. All storage buildings, detached garages, workshops, stables or other structures built on any lot must be approved by the Committee as to general appearance and structure. The height of any such structure may not exceed that of the house located on such lot and any such structure must be located no closer to the front of the property than the front of the house located on the property.
8. No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished.
9. No trade, business or profession shall be carried on upon any lot or portion thereof or in any structure upon any of the lots in the subdivision, nor shall anything be done on any lot which may become an annoyance or nuisance to the neighborhood.

B. Building Sizes and Construction

1. No house may exceed two stories in height. The living area of the main house or residential structure constructed as a residence on any homestead, exclusive of porches and garages shall not be less than 2,100 square feet. With respect to two story homes, the first floor living area shall not be less than 1,500 square feet.

2. No garage may be greater in height or number of stories than the residence for which it is built. Garages of sufficient size to accommodate not less than two cars must be provided. Carports are not allowed unless they are attached to a shop or storage building allowed herein, and approved by the Committee. All garages shall be enclosed with garage doors. No garage may be converted to living area without the prior written consent of the Committee.

3. Exterior walls of the main residence shall be of brick, stone, or other masonry product (such as cement board) or such other material approved by the Committee.

4. The elevation for the top of the foundation for any house shall be at least six inches above the highest point of the road located in front of the lot.

C. Building Locations

1. No residence or other structure shall be erected on any lot nearer to the front property line or any other property line than is provided on the recorded plat of the subdivision.

D. Fences, Wall and Hedges:

1. No fence, wall or hedge shall be higher than six feet (6') from the ground unless it is an integral part of the house or building structures. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of the public utility and such encroachment is wholly at the risk and removal shall be solely at the expense of the owner. Fences may be of stone, brick, wood, iron, PVC or vinyl, and must be approved by the Committee as to design, material and location. The "high fence" along the back property lines shall be maintained by, and replaced in similar condition if necessary, by the lot owner.

E. Driveways

1. It shall be the obligation of each lot owner to construct a concrete driveway from the edge of the paved portion of the street to their garage, and to install under such driveway culverts of a sufficient capacity to carry all water produced by a twenty-five-year rain in the area between the owner's front lot line and the paved portion of the street. Culverts and driveway entrances shall be installed in accordance with the plans and specifications approved in advance by the Architectural Control Committee. Beginning at the property line, the width may gradually decrease to a minimum width of twelve feet (12'), which is the minimum width of any driveway on any lot. All driveways must be constructed of concrete at least four inches (4") thick and shall have expansion joints at least every twenty feet (20') of the length of such driveway. At the front property line, on each side of the driveway, the lot owner will construct and maintain an electrical light on a light pole, which lighting design will be submitted to the Committee for approval. The cost of construction and maintenance of such driveway or entryway, lighting, and culverts, specifically including the portion lying on the unpaved portion of the street, shall be at the sole cost and expense of the lot owner.

H. Prohibited Materials

The following rules and restrictions shall apply to all houses to be erected on any lot in the subdivision.

1. No corrugated materials may be used in any roofing or siding application, except that metal materials may be used with the permission of the Committee.

2. No metal siding may be used.

3. No "sheet siding" (material manufactured in 4' x 8' sheets) may be used as the exposed exterior of a residence, except that the Committee may permit limited use of such "sheet siding" for architectural design purposes and eaves or in such other manner as may be approved by

the Committee provided that sheet siding may be used for the construction of storage building in back of the main residence. Plaster look alike hard plank may be used if approved by Committee.

4. No hollow clay tile, cement or concrete blocks may be used as exposed wall.

I. Miscellaneous

1. All property owners shall respect the private property rights of other owners of property within the Subdivision and the rights of owners of property which adjoins the subdivision. All property owners shall be entitled to the right of quiet enjoyment of his or her property.

2. No activity may be carried on or allowed to exist upon any lot, street, park, bridge or easement in the subdivision which may be noxious, detrimental or offensive or which may constitute a noise or health hazard to any other lot or to the occupants of any other lot. No parking of automobiles will be allowed on the street right-of-way in the Subdivision. Noxious activity shall include, but not be limited to the operation or testing or any other use of dirt bikes or any other unmuffled motorcycle or engine or any kind, operation of saws or other construction equipment, between 9:00 p.m. and 6:30 a.m.

3. There shall be no discharge of firearms, fireworks or any other explosive devices within the subdivision, except to dispatch snakes, rabid animals or other varmints which cannot safely be dispatched in any other way. Such firearm discharges are to be limited to shot (such as rat shot or shotgun shells) or pellets only. There shall be no hunting of game or non game animals in the subdivision.

4. Other than three dogs and three cats kept as pets, no other animals are allowed, except that three 4-H or FFA project animals may be kept on each lot where adequate stable facilities have been built with approval of the Committee, provided that such stables are maintained in a clean and sanitary condition and provided further that no odor from such stables shall be permitted which may be noxious to any other resident of a lot in the subdivision. The design and construction of all animal stables, pens, shelters and other improvements must be approved by the Committee. All such facilities must be located at the rear of the lot. 4H - FFA animals must be sold and removed from the property within 30 days after Stock-Show.

None of the permitted animals shall be allowed to roam at large. With respect to animals that are permitted, as provided above, such animals may not be kept or raised for commercial or business purposes.

5. No trash, garbage, ashes, refuse or other waste shall be thrown, burned or dumped on any lot in the subdivision and no trash racks may be permanently built or left in front of the lots. All trash, waste and disposable material must be hauled out of the subdivision and disposed of elsewhere.

6. Grass, shrubbery, and weeds shall be kept mowed and maintained to prevent unsightly appearances. Dead, diseased or damaged trees which might created a hazard to property or persons on any lot or adjacent lot shall be promptly removed. No existing oak trees located within 25 feet of the roadway may be removed without approval of the Committee. In the event a lot owner fails to comply with the provisions of this paragraph within 10 days after notice from the Committee, the Committee may remedy the situation on behalf of the owner. The owner shall reimburse the Committee for the costs incurred, and if not paid, the Committee may file a lien on the owner's property within the Subdivision. The filing of the lien shall be accomplished by the filing of an affidavit setting forth the relevant facts. Enforcement of the lien shall be accomplished in accordance with the provisions of Chapter 53 of the Texas Property Code. By purchasing property in the Subdivision, each owner voluntarily consents to these lien provisions.

7. No owner shall permit any thing or condition to exist upon his lot which shall induce, breed or harbor infectious plant disease or noxious insects. Each owner shall keep all shrubs, trees, hedges, grass and landscaping of every kind on his lot and in the street area to the pavement

edge, properly mowed, edged, trimmed, maintained and free of trash, weeds and other unsightly material. No trees, hedges, shrubs or other landscaping shall be planted or permitted to remain on any lot unless the foliage line is maintained at a proper height to prevent obstruction of safe cross-visibility of traffic approaching an intersection or driveway. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The easement area of each lot and all horticultural improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company or authority is responsible.

8. No signs or advertising device of any kind may be placed or kept on any lot other than one name and/or number plate not exceeding 432 square inches in area. Signs on vacant lots shall be "stick-in-the-ground" type signs, no more than 72" above ground and shall be placed behind the property line.

9. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained except in an area not visible from the street.

10. Each owner of a lot agrees for himself, his heirs or successors in interest that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said subdivision. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said subdivision, including landscaping of any lots in said subdivision, was completed. No building, trees, shrubs, gardens or other items will be constructed within the area of any drainage or other easements as shown on the plat of the Subdivision.

11. No mobile home, motor home, modular home, prefabricated home, trailers of any kind or similar structure shall be permitted on any lot. Only site built homes are allowed. No trucks, campers, boats, motor bikes and/or other motorized vehicles shall be kept, stored, parked, maintained, constructed, reconstructed, or repaired other than in a garage or other structure approved by the Committee.

12. No junk of any kind or character or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailer or the like shall be kept on any lot other than in the garage or other structures approved by the Committee.

13. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, not to exceed 9 months from the casualty event, and the land restored to an orderly and attractive condition.

14. No part or parts of the land in this subdivision shall be used in such manner which would increase the hazard of fire on any other part or parts of the subdivision or any property adjoining the subdivision.

15. Every residential building must be connected to approved cesspool, septic tank or city sewer, and not more than one residence shall be connected to each approved cesspool or septic tank. Installation of any septic tank system or systems shall be made in accordance with the County of Victoria's and the State Health Department's standards, and must be located outside the areas designated as "Sanitary Control Easement" on the plat of the Subdivision. The following activities, if not already prohibited by other provisions of this instrument, are specifically prohibited within the areas of the Sanitary Control Easement: the construction and/or operation of underground petrochemical storage tanks, stock pens, feed lots, dump grounds, privies, cesspools, septic tank drainfields, drilling of improperly constructed water wells of any depth and all other construction or operations that could create an unsanitary condition within, upon or across these areas. All water wells in the Subdivision must be located at the points designated as "Water Well Location" on the plat of the Subdivision.

16. No excavation, except such as is necessary for the construction of improvements or a water well or swimming pool, shall be permitted nor shall any other well or hole of any kind be dug in this subdivision without the written consent of the Committee.

17. Each owner of a lot agrees for himself, his heirs, assigns or successors in interest that he will permit free and reasonable access by the owner of adjacent or adjoining lots containing a divisional wall or fence, when such access is essential for the construction, reconstruction, refinishing, repair, maintenance or alteration of said divisional wall or fence. The access shall be limited to an area five feet (5') in width along or parallel to the property line. Access shall only be at reasonable times and shall be permitted only after written notice has been given to the lot owner stating the purpose to the access. In no event shall such access be deemed to permit entry into the interior portions of any building. Any damage caused by such access will be repaired at the expense of the owner causing such damage.

18. The invalidity, violation, abandonment, variance, approval or waiver of any one or more of or any part of the reservations, restrictions or other provisions hereof, either as to all or any part of the land, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the land and shall not affect or impair the remaining reservations, restrictions or other provisions hereof or parts thereof as to all the land.

19. Should any owner desire a minor variance from these restrictions concerning size of residence, set back, garage or driveway location, or other similar matter, application for variance shall be made to the Committee. The decision of the Committee shall be final and cannot be contested by the applying owner or any owner objecting to such variance, if variance is granted.

20. There shall be no drilling, mining or excavating for oil, gas, sand, rock, clay, caliche, coal, lignite, uranium or any other material.

21. No individual mail boxes will be allowed for any lot within the Subdivision. Group mailboxes will be provided in approved locations.

I. Remedies for Violations

1. All restrictions and covenants herein contained shall be applicable to and binding upon all of the lots in the Subdivision and any resubdivision thereof, irrespective of the source of title of such owners, and all breaches thereof, if continued for a period in excess of sixth (60) days from and after the date that any other property owner or owners shall have notified in writing the owner or resident in possession of the lot upon which or as to which such breach has been committed, to refrain from the continuance of such action and to correct such breach, shall warrant the lot owner to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief and if such relief be granted by said court, all reasonable expenses in prosecuting such suit, including attorneys' fees, shall be reimbursed by said lot owner against whom such suit was so prosecuted. All of the restrictions and covenants herein provided may be enforceable by any owner of a lot in the subdivision.

J. Acceptance of Dedication

1. Each purchaser and grantee of each lot subject to the restrictions, covenants and liens set forth herein, by acceptance of a deed or contract conveying title thereto shall accept such title upon and subject to each and all the reservations and restrictions and covenants herein contained, shall for themselves, their heirs, personal representatives, successors and assigns covenant, consent and agree to and with the owners and subsequent grantees of each and every other lot situated in the subdivision to keep, observe, comply with and perform said restrictions and covenants.

K. Non-Waiver

1. No delay or omission on the part of the owner or owners of any lot situated in the subdivision in exercising or enforcing any right, power or remedy herein provided shall be construed as a waiver thereof or acquiescence therein.

L. Duration

1. These restrictions shall remain in full force and effect until January 1, 2030, and shall be automatically extended for successive ten (10) year periods thereafter, provided however, that these restrictions may be terminated or altered on January 1, 2030, or on the commencement of any successive ten-year period by filing for record in the Office of the County Clerk of Victoria County, Texas, a written statement of election to terminate or alter these restrictions, executed and acknowledged by the owners of a seventy-five per cent (75%) majority of the lots in the subdivision. Such statement must be filed prior to the commencement of the ten-year period for which these restrictions would otherwise be in effect.

IN WITNESS WHEREOF, these Restrictions are executed effective as of December 18, 2013.

K & K INEZ PROPERTIES, LLC

By: David Kucera
DAVID KUCERA, Member

THE STATE OF TEXAS §
 §
COUNTY OF VICTORIA §

This instrument is acknowledged before me on this the 18th day of December, 2013, by DAVID KUCERA, member on behalf of K & K INEZ PROPERTIES, LLC, a Texas limited liability company.



Jo Ellen Adams
NOTARY PUBLIC, STATE OF TEXAS

RETURN TO:

✓
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P.O. Box 2329
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cathy@richter, ken@pura vida subdivision

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Robert S. Cortez

Robert S. Cortez, County Clerk
Victoria County Texas

December 27, 2013 03:09:11 PM

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FEE: \$35.00
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