

RESTRICTIONS

RIVERWOOD SUBDIVISION, PHASE 1

THE STATE OF TEXAS

§

COUNTY OF VICTORIA

§

OASIS, a Texas general partnership, acting herein by and through its managing partner, hereinafter called "Grantor", being the owner of all the lots and blocks in Riverwood Subdivision, Phase 1, hereinafter called "the Subdivision", according to the plat of the Subdivision recorded in Volume _____, Page _____, of the Map and Plat Records of Victoria County, Texas, reference to said plat and the record thereof being here made for all purposes; desiring to create and carry out a uniform plan for the improvement, development, sale and use of all of the lots in the Subdivision for the benefit of the present and future owners of the lots, DOES HEREBY ADOPT AND ESTABLISH THE FOLLOWING RESERVATIONS, RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND STIPULATIONS APPLICABLE TO AND GOVERNING THE USE, OCCUPANCY AND CONVEYANCE OF THE SUBDIVISION AND LOTS THEREIN:

1. All lots in this subdivision shall be used for single family private residences exclusively. No store or business establishment, 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 family dwelling houses.

2. No main residential building which has less than 1600 square feet of floor space, exclusive of porches, carports or garages, shall be constructed upon any lot in the Subdivision, nor shall any secondhand house or barracks of any form be moved onto the herein described property, the intention being that all structures shall be new construction.

3. No structures of a temporary character, basement, tent, shack, garage or other out building shall be used on the herein conveyed property at any time as a residence, either temporary or permanent.

4. 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.

5. No large animals (such as horse or cow) can be kept on any lot. No hogs or poultry or any animals raised for commercial purpose shall be permitted at any time on any lot.

6. No drilling or mining operations shall be carried out on any lot.

7. No noxious or offensive activities shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. The herein conveyed property shall never be used or maintained as a dumping ground for rubbish, lumber, old automobiles, building materials or other unsightly items or trash.

9. No trade, business or profession shall be carried on upon any lot in this Subdivision, nor shall signs of any kind be displayed to the public view except one sign of not more than five square feet advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period.

10. No lot shall be subdivided.

11. No housetrailleurs, mobile homes, or modular homes shall be placed upon any lot at any time. RV's, boats and trailers may be kept on the premises, but only at the back of the lot, effectively screened from view from the street.

12. All out-buildings shall be constructed of materials to conform with the main residential building.

13. No fences may be constructed closer to the street than the building lines shown on the plat of the subdivision.

14. Every residence and all other buildings and improvements must be constructed within the building lines shown on the Plat, and, except for fences, must not encroach onto the easements shown on the Plat.

15. No hunting or discharging of firearms shall be allowed on any lot in the subdivision.

16. Driveways off of street up to property line shall be concrete with concrete headwalls (See Exhibit "A" herein attached for detail).

17. Foundation of residence will be at least 12" above grade of street.

18. Mailboxes must be enclosed in brick masonry.

19. The outer portion of the walls of the principal residence building, including garages and other improvements or buildings, shall be composed of rock, brick, stucco, or stone masonry, covering not less than fifty percent (50%) of the total outside wall area, except that all of the wall on the portion of the building facing the street shall be rock, brick, stucco, or stone masonry. Under no circumstance shall concrete or hollow tile blocks, or asbestos siding be utilized as the outer portion of any outside walls of any residence or garage.

20. All residences shall be required to have a minimum of a double car garage or carport, the roof of which shall be part of the same roof structure as the main residence.

21. On the recorded map and plat of the subdivision, easements are shown and designated as utility drainage and as such shall not be fenced in such a manner as to prevent such use of said easement.

22. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals and drainage areas over and across any part of a lot shall be kept clean and open so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, and plants which die shall be promptly removed from the property.

Until a residence is built on a lot, Grantor may at its option have the grass, weeds, and vegetation cut when and as often as the same is necessary in its judgment and have dead trees, shrubs, and plants removed from the property, and the owner or buyer under Contract of such lot shall be obligated to reimburse Grantor for the cost of such work.

23. All roofs shall be wood shingle, tile, metal, fiberglass, or heavy composition, with a minimum weight of three hundred (300) pounds per one hundred (100) foot square and a projected lifespan of at least 30 years. Under no circumstances shall flat roofs or "built up" roofs be utilized.

24. Enforcement of these restrictions shall be by proceedings 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.

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

26. 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 covenant 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.

Citizens National Bank hereby declares that all liens held by it shall be subordinate to the above described limitations, restrictions, covenants and conditions so placed upon said land by Grantor, and said restrictions, covenants, limitations and conditions shall take precedence over said liens the same as if this document had been executed and recorded 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 these restrictions, limitations, covenants and conditions. In connection with this subordination, it is hereby specifically provided that such subordination is made without warranty or guaranty of any kind, and except as herein provided and subordinated, the lien held by the said Citizens National Bank shall be and remain in full force and effect.

EXECUTED on this the ____ day of _____, 1994.

OASIS

By _____
William P. Sage
its managing partner

Citizens National Bank

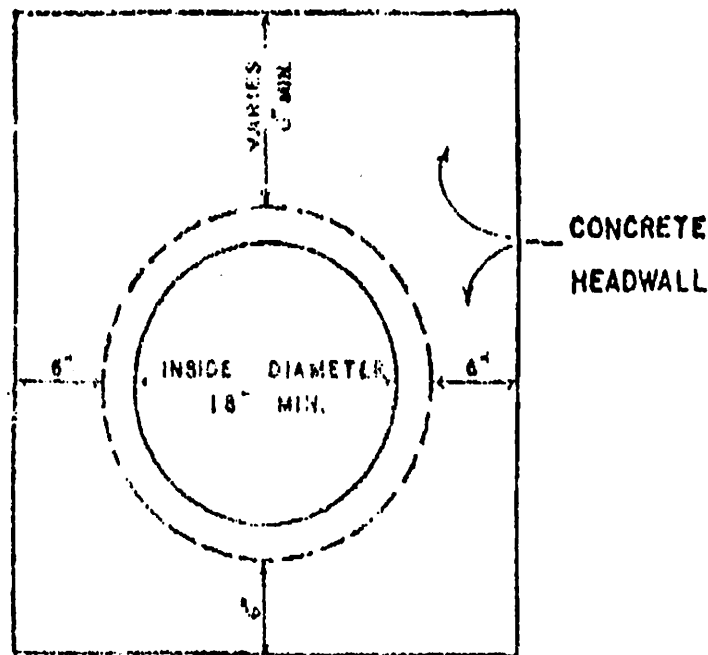
ATTEST:

By _____

its _____

its _____

DRIVEWAY CULVERT HEADWALL DETAIL



END VIEW

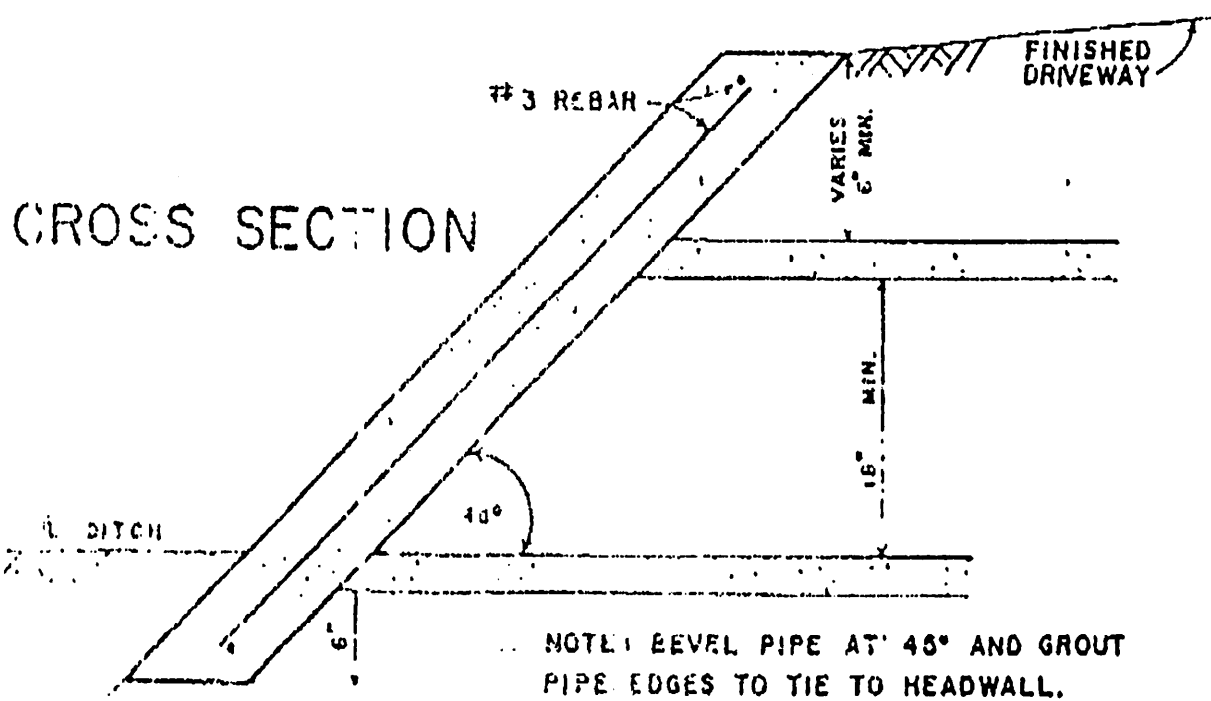


EXHIBIT A

SCALE: 1" = 1'
DATE: 9-83
JOB NO: VIC52

DRAWN BY: CK
CHECKED BY: TAS

U R B A N
ENGINEERING
VICTORIA, TEXAS