

RESTRICTIONS AND RESERVATIONS**SERENITY ESTATES**

THE STATE OF TEXAS §
 §
 COUNTY OF VICTORIA §

G & R DEVELOPMENT, LTD., a Texas limited partnership, acting herein by and through its general partner, hereinafter called "Grantor", being the owner of all the lots and blocks in SERENITY ESTATES, hereinafter called "the Subdivision", according to the plat of the Subdivision recorded in Volume 8, Page 73 A, 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:

I. RESERVATIONS

1. Grantor reserves the utility easements and drainage easements and rights of way shown on the recorded plat of the Subdivision for the construction, addition, maintenance and operation of all utility and drainage systems now or hereafter deemed necessary by Grantor for all public utility purposes, including systems of electric light and power supply, telephone service, cable television, gas supply, water supply and sewer services. Such systems shall also include systems for utilization of services resulting from advances in science and technology. Except as provided in paragraph 3 of this Section I, Grantor hereby DEDICATES TO THE USE OF THE PUBLIC all streets, drives, boulevards and other roadways and all easements shown on the recorded plat of the Subdivision; provided, however, that the use thereof by any utility company is limited to public utility companies having the right of eminent domain and having agreements in writing with Grantor for the proper provision of utility services.

2. Neither Grantor nor any utility company using the utility easements shall be liable for any damages done by them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

3. Grantor reserves a private roadway easement across Lots 4 and 5, in Block 2, at the location shown on the plat for purposes of allowing Grantor and its assigns access to its adjoining property. In the future, Grantor may improve the area covered by this roadway easement and dedicate it to the use of the public without the joinder of the owners of Lots 4 and 5 in Block 2.

II. RESTRICTIONS

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 1800 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. It is further the intention that all homes should be constructed in a timely manner; therefore, all construction must be completed and the owner must occupy the residence within one year of commencement of 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. The owners of all lots in the Subdivision shall be required to join a homeowners association, which will assume full control of maintaining the entrance to the subdivision, in addition to such other duties it may wish to assume. Grantor may form other subdivisions in the same general area as Serenity Estates. The homeowners association shall consist of the owners of lots in all of these subdivisions that Grantor so designates.

The homeowners association shall be governed by and decisions shall be made by a majority of the lot owners, unless the by-laws or other rules adopted by the association require a greater or lesser vote. Each lot owner shall have one vote. If the association desires, it may incorporate, elect a committee, a board, or officers to serve and manage its affairs, and may approve rules or by-laws to govern its operations. The association shall have the authority to assess each lot owner a sufficient amount of money to carry out its purposes, which assessments shall be a lien upon each owner's lot to enforce payment thereof. An initial maintenance fee of \$100.00 per lot per year is established. Grantor is not required to pay any such maintenance fee for its lots while it owns any lots.

The association may also be empowered to expend funds for patrol and security services, maintenance and additional improvements, insect control, street lighting, enforcement of these restrictions, by action at law or in equity, or otherwise, paying court costs as well as reasonable and necessary legal fees out of the assessments collected, and for all other purposes which, in the discretion of the Association, are desirable in maintaining the character and value of the Subdivision.

The lien to secure assessments shall be and remain at all times junior and inferior to any lien to secure repayment of loans to cover purchase price of a lot and its improvements or the cost of improvements to be placed thereon.

6. No hogs or poultry or any animals raised for commercial purpose shall be permitted at any time on any lot.

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

8. 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.

9. 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.

10. 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.

11. No lot shall be subdivided.

12. No housetrailer, 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.

13. All out-buildings shall be constructed of materials to conform with the main residential building so that the front of any such building will be similar to the main house. ✓

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

15. 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.

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

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

18. Mailboxes must meet postal service requirements.

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 and 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. Invalidation 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.

Wells Fargo Bank Texas, N.A. and James B. Shook hereby declare that all liens held by them 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 Wells Fargo Bank Texas, N.A. and James B. Shook shall be and remain in full force and effect.

EXECUTED on this 30th day of May, 2001.

G & R DEVELOPMENT, LTD.

BY: LEE DEVELOPMENT, LLC, ITS
GENERAL PARTNER

By: *Ron Lee*
RON LEE, Its Manager

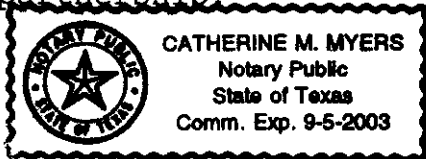
WELLS FARGO BANK TEXAS, N.A.

By: *Sally Aman*
Its: SALLY AMAN, VICE PRESIDENT
typed name and title

James B. Shook
JAMES B. SHOOK

THE STATE OF TEXAS §
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COUNTY OF VICTORIA §

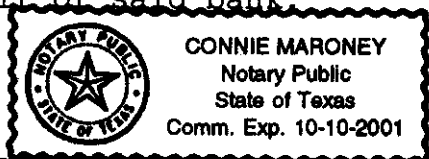
This instrument was acknowledged before me on this 30th day of May, 2001, by RON LEE, Manager, on behalf of LEE DEVELOPMENT, LLC, general partner, on behalf of G & R DEVELOPMENT, LTD, a Texas limited partnership.



Catherine M. Myers
NOTARY PUBLIC, STATE OF TEXAS

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This instrument was acknowledged before me on the 20TH day of JUNE, 2001, by SALLY AMAN, VICE PRESIDENT of WELLS FARGO BANK TEXAS, N.A., a national banking association, on behalf of said bank.



Connie Maroney
NOTARY PUBLIC, STATE OF TEXAS

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This instrument was acknowledged before me on the 25th day of June, 2001, by JAMES B. SHOOK.

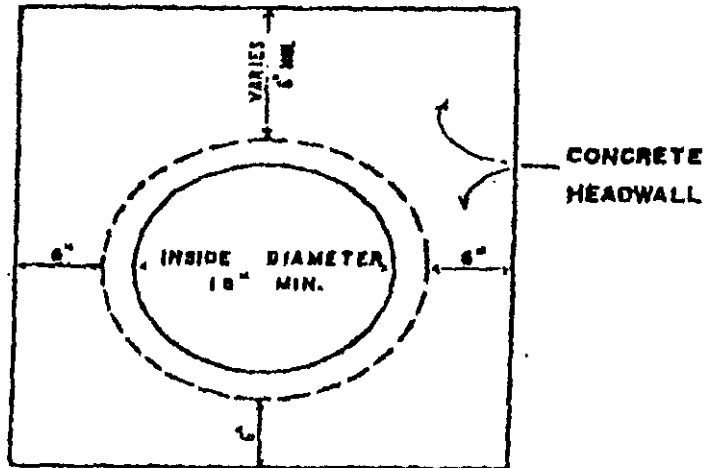


Carolyn Kay Silberts
NOTARY PUBLIC, STATE OF TEXAS

✓ HOWARD R. MAREK
HOUSTON, MAREK & GRIFFIN, L.L.P.
P.O. Box 2329
Victoria, Texas 77902-2329
cathy\lee, ron\serenity estates\restrictions

EXHIBIT A

DRIVEWAY CULVERT HEADWALL DETAIL



END VIEW

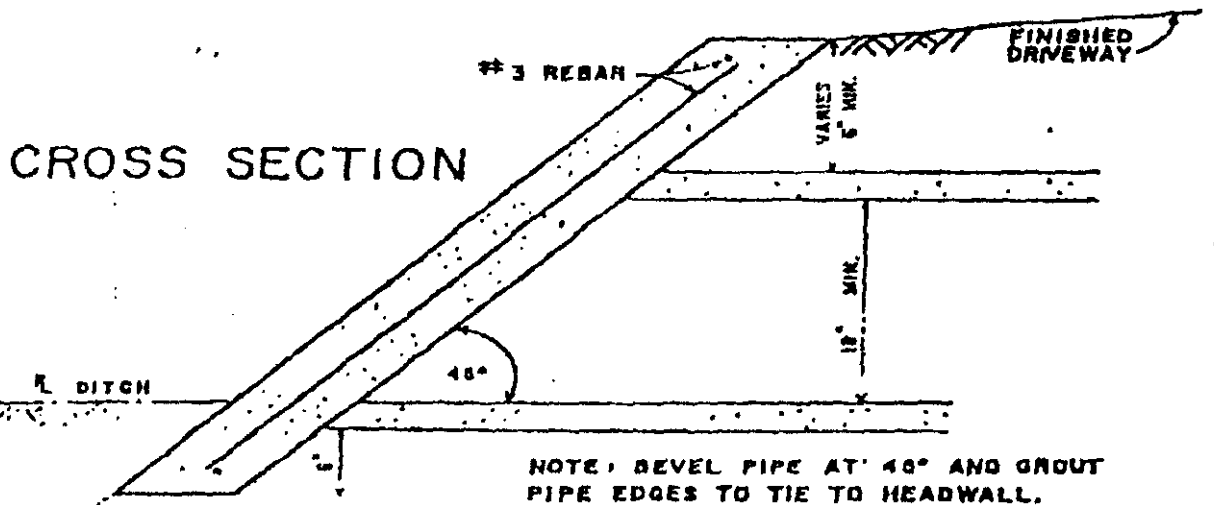


EXHIBIT A

SCALE: 1"=1'
DATE: 9-83
JOB NO.: V1362

DRAWN BY: CK
CHECKED BY: TAB

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ENGINEERING
VICTORIA, TEXAS

COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

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OFFICIAL PUBLIC RECORDS

Val D. Huvar

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VAL D. HUVAR, COUNTY CLERK
VICTORIA COUNTY, TEXAS