

RESTRICTIONS

SHANNON VALLEY SUBDIVISION

THE STATE OF TEXAS §
 §
COUNTY OF VICTORIA §

MOBILL, 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 SHANNON VALLEY SUBDIVISION, 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 is allowed. A second dwelling such as a guest house or servants quarter may be built on the lot provided it is approved by the Committee, as provided below. Each lot may also have one other outbuilding such as a barn, shop or stable, which must also be approved by the Committee, as provided below.

2. No main residential building which has less than 2000 square feet of floor space for a single story residence, or 2300 square feet of floor space for a two story residence, 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. 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.

4. No hogs, cattle, or poultry or any animals raised for commercial purpose shall be permitted at any time on any lot. Each lot owner may keep one horse on his lot, provided proper cleaning is provided to prevent noxious or unpleasant odors or other offensive effects of keeping a horse. If a horse is kept, proper fencing must be maintained. Horses must be confined to an area at the rear of the lot, not to be permanently pastured closer than 275 feet from Shannon Valley Drive.

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

6. An Architectural Control Committee (herein referred to as the "Committee") composed of the Grantor's managing partner and one lot owner (selected by Grantor) will be formed. All plans and

structures on each lot must be approved by the Committee prior to construction. Following the sale of all lots in the Subdivision, Grantor shall resign from the Committee. The Committee shall then consist of two owners elected by majority of owners. Each Committee member shall serve two years, and then another election shall be held by the owners.

7. No improvements of any kind or character whatsoever shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, on any lot in the subdivision, until the completed plans and specifications and plot plan showing the location of the structure have been approved by the Committee in accordance with the following procedure:

(1) Two (2) complete sets of plans drawn to scale and specifications shall be delivered to the Committee for its approval. Such plans and specifications shall be reviewed as to quality of design, harmony of exterior design and materials with existing or approved structures, and location with respect to topography, finish grade elevations and set back restrictions. The Committee's decision regarding approval or disapproval will be final.

(2) If approved, a letter of approval with any qualifications or modifications will be prepared for the counter signature by the builder and/or owner. Such approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval.

(3) If found not to be in compliance with these Restrictions, or if the Committee does not approve the plans in accordance with paragraph 7(1), one set of such plans and specifications shall be returned marked "Disapproved". Disapproved plans and specifications shall be accompanied by a reasonable statement of reasons for disapproval.

(4) If no action is taken on plans and specifications within thirty (30) days after their delivery to the Committee, they shall be deemed approved on the 30th day after such delivery.

(5) The Committee may from time to time promulgate and publish Architectural Standards Guidelines. A copy of the Guidelines in effect at the time will be furnished to owners and builders on request. Such Guidelines supplement these Restrictions and are incorporated herein by reference. The Architectural Standards Guidelines may make other and further provisions as to approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance, design and quality of improvements.

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. Lots within the Subdivision 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.

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 if effectively screened from view from the street.

13. All out-buildings, if pre-approved by the Committee, shall be constructed of materials to conform with the main residential building.

14. No fences or outbuildings may be constructed closer to the street than the front of the main residence constructed on the lot.

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. *With the exception of Lot 6* Foundation of residence will be at least 12" above grade of street. *Lot 6 foundation will be at least 2" above grade of street.*

19. Mailboxes must be enclosed in brick masonry.

20. 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, garage, or out-building.

21. All residences shall be required to have a minimum of a double car garage, the roof of which shall be part of the same roof structure as the main residence. No carports are allowed.

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

23. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals. 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 of such lot shall be obligated to reimburse Grantor for the cost of such work. After sale of all lots, the Committee shall assume the responsibility under this paragraph.

24. 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 the 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 by Grantor.

25. Each owner of a lot in the Subdivision agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots, when such access is essential for the maintenance of drainage facilities within the drainage easements.

26. No signs or advertising device of any kind may be placed or kept on any lot other than one name and/or address plate not larger than one hundred twenty-eight (128) square inches in area and one sign for sale purposes not exceeding eight (8) square feet in area. During construction, contractors, architects or lending institutions may place appropriate signs on the property upon written approval as to size thereof by the Committee.

27. 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 and the land restored to an orderly and attractive condition.

28. 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.

29. All roofs must be constructed of and surfaced with either;

- (1) Concrete tile;
- (2) Ceramic tile; or
- (3) Composition shingles with a twenty-five (25) year guaranteed lifetime.

30. 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.

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

32. 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.

South Texas Bank, SSB 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 South Texas Bank, SSB shall be and remain in full force and effect.

EXECUTED this _____ day of _____, 1997.

MOBILL

By: _____
WILLIAM P. SAGE
Its: Managing Partner

ATTEST:

SOUTH TEXAS BANK, SSB

By: _____
Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF VICTORIA §

This instrument was acknowledged before me on this _____ day
of _____, 1997, by WILLIAM P. SAGE, Partner, on behalf
of MOBILL, a Texas general partnership.

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF VICTORIA §

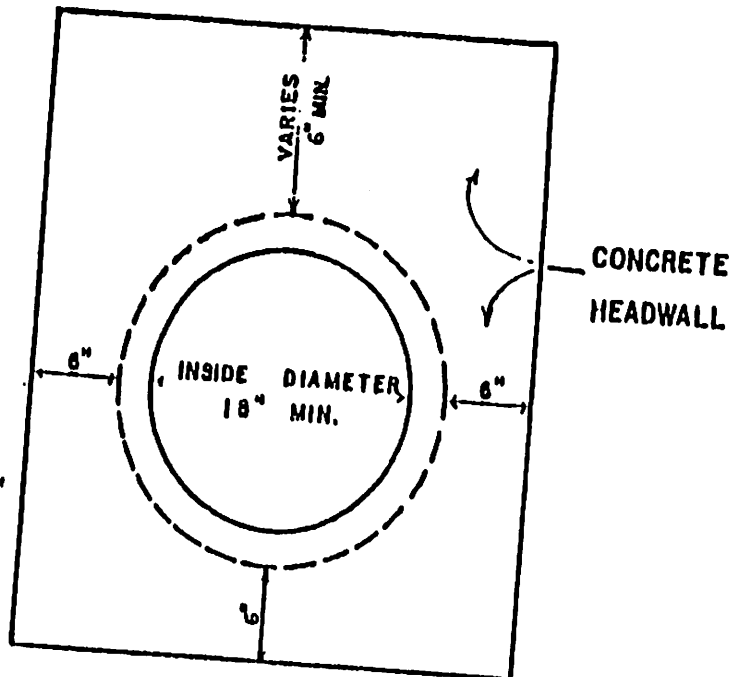
This instrument was acknowledged before me on the ____ day of
_____, 1997, by _____,
of South Texas Bank, a State Savings bank, on behalf of said bank.

NOTARY PUBLIC, STATE OF TEXAS

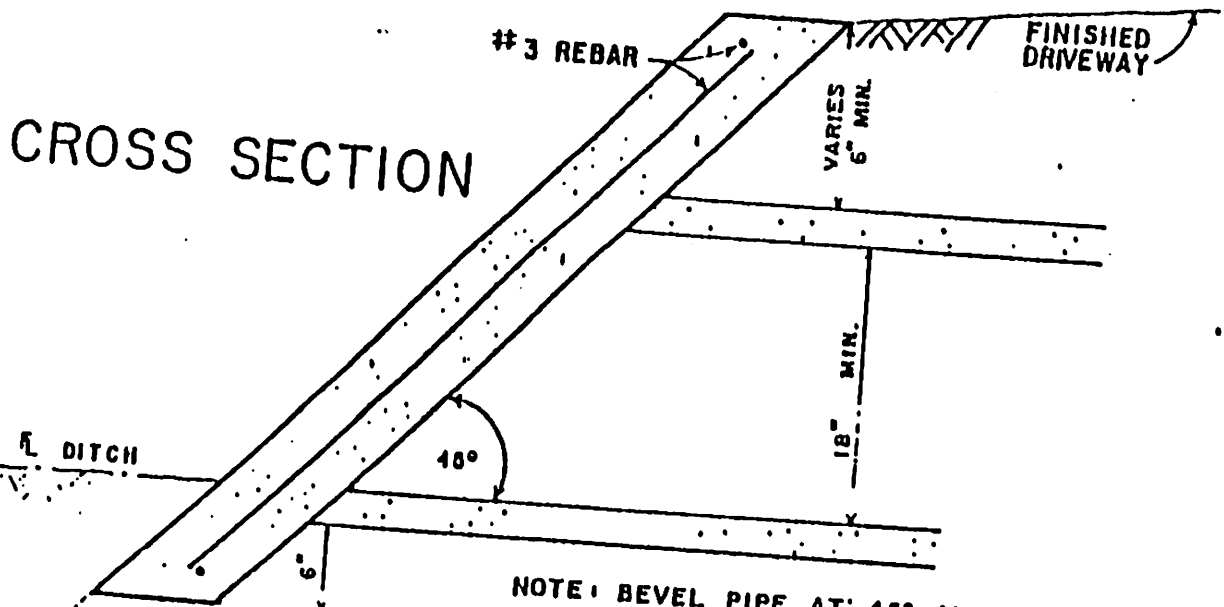
RETURN TO:

Howard R. Marek
HOUSTON, MAREK & GRIFFIN, L.L.P.
P.O. Box 2329
Victoria, Texas 77902

DRIVEWAY CULVERT HEADWALL DETAIL



END VIEW



CROSS SECTION

"EXHIBIT A"

SCALE: 1" = 1'
DATE: 9-83
JOB NO.: VI962

DRAWN BY: CK
CHECKED BY: TAS

URBAN
ENGINEERING
VICTORIA, TEXAS