

FILE NO. 4178
County Clerk, Victoria County, TexasTHE STATE OF TEXAS X
COUNTY OF VICTORIA X4178
County Clerk, Victoria County, Texas

WHEREAS, AL HOGAN, JACK E. BRIGHT and NATHAN C. LOTH, hereinafter referred to as Grantor, are the owners in fee simple of all lots and blocks in SHENANDOAH UNIT 3", a subdivision in Victoria County, Texas, according to the map and plat thereof duly recorded in Volume 5, Page 4, of the Map and Plat Records, Victoria County, Texas, to which map and plat reference is here made for all purposes, subject to the lien of a Deed of Trust in favor of W. M. Noble, Trustee for American Bank of Commerce, of Victoria, Texas, which Deed of Trust is of record in Volume 849, Page 688 of the Deed of Trust Records of Victoria County, Texas; and

WHEREAS, said Grantor desires to place of record certain restrictive covenants, conditions and limitations affecting all of the lots in said "SHENANDOAH UNIT 3" above referred to and American Bank of Commerce has agreed to join in the execution of this instrument:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the said Al Hogan, Jack E. Bright and Nathan C. Loth, for the purpose of impressing upon the properties hereinabove described and referred to the restrictive covenants and conditions hereinafter set out, do hereby make and publish the following limitations, restrictions, covenants and conditions which shall apply to and become a part of all contracts of sale, deeds, and all other legal instruments whereby title and/or possession is divested out of the present owners of the above described properties and invested in any other person or persons, to all of which the aforesaid owners do hereby bind themselves, as the fee owners of said properties, all of said limitations, restrictions,

covenants and conditions shall extend to and include all the heirs, executors, administrators, assigns, devisees, lessees, and holders of every kind who may purchase or otherwise acquire any real property in the said "SHENANDOAH UNIT 3" from the owners thereof, and said owners expressly retain and reserve in every part, parcel and lot in said properties the proprietary right to enforcement and observance of all of such limitations, restrictions, covenants and conditions.

1. RESERVATIONS:

(a) In authenticating the subdivision map for record, and in dedicating the streets, drives and roads for the use of the present and future owners of said lots and to the public, there shall be and are hereby reserved in Grantor the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Grantor in the conveyance of said property or any part thereof:

(b) The several streets, drives and roads as shown on said map or plat are hereby dedicated to the use of the public.

(c) Grantor reserves the necessary utility easements and rights-of-way as shown on the aforesaid map of "SHENANDOAH UNIT 3" recorded in the Map and Plat Records of Victoria County, Texas, to which map and the record thereof reference is here made for all purposes, which easements are reserved for the use and benefit of any public utility operating in Victoria County, Texas, as well as for the benefit of Grantor and the 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, sewers, or any

other utility or service which Grantor may find necessary for the proper service of lots in "SHENANDOAH UNIT 3".

(d) Grantor reserves the right to impose further restrictions and dedicate additional easements and roadway right-of-way on any unsold sites in said subdivision, such restrictions to be imposed and such easements and right-of-way to be dedicated either by instrument in writing duly recorded in the office of the County Clerk of Victoria County, Texas, or incorporated in the deed from Grantor conveying the sight to be so restricted or subjected to such easement or right-of-way.

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

(f) It shall be and is expressly agreed and understood that the title conveyed by Grantor to any lot or parcel of land in the said "SHENANDOAH UNIT 3" by contract, deed, or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by Grantor or public utilities companies through, along, or upon the herein dedicated public easements, premises, or any part thereof to serve said property or any other portion of "SHENANDOAH UNIT 3", and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to the City of Victoria, or to any public service corporation, or to any other party, is hereby reserved to Grantor.

2. APPROVAL OF PLANS:

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No building shall be erected, placed, or altered on any building plot in this subdivision until the building, plans, specifications and plot plan showing the location of such building, 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 with respect to the topography and finished ground elevation and as to compliance with these restrictions and covenants by an Architectural Control Committee. In the event of death or resignation of any member of said Committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority and the remaining member or members shall have the authority to name another person or persons 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.

3. USE OF LAND:

All of the lots in "SHENANDOAH UNIT 3" shall be used for single family private residences exclusively. No store or business house, 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 dwelling houses, each house being detached and being designated for occupancy by a single family. No residence shall be used

as a boarding house or as a rooming house. A residence shall be considered a boarding house or rooming house when more than one person is provided board or lodging therein for hire.

No residence of a temporary character shall be permitted on any lot, and no previously built structure shall be moved onto any lot in the subdivision for use as a residence, it being the intention of these covenants and restrictions to require all residential buildings located on any lot or properties, above described and referred to, to be erected on such lot or properties.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

No trade, business or profession shall be carried on upon any lot or in any structure upon any of such properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. LOT AREA AND FRONTAGE:

No dwelling shall be erected on any lot having an area less than the lot as shown on the recorded plats of said "SHENANDOAH UNIT 3".

5. SIZE OF DWELLING:

The minimum ground floor area of one story main structures, exclusive of open porches and garages, shall be 1,200 feet.

The minimum ground floor area on all one and one-half and two story houses, exclusive of open porches and garages, shall be 1,000 feet.

Each house erected on any lot covered hereby shall be required to have a minimum of a two-car garage or two-car carport.

6. MATERIALS OF CONSTRUCTION:

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The outer portion of the walls of the principal residence building including attached garages constructed on any lot in "SHENANDOAH UNIT 3" shall be composed of rock, brick or stone masonry, covering not less than 50% of the total outside wall area. All roofs shall be wood shingle.

Under no circumstances shall concrete blocks, hollow tile blocks, asbestos siding or metal siding, or any of them, be utilized as the outer portion of the walls of the residence or garage situated on any such lot.

7. DRIVEWAYS AND SIDEWALKS:

Each residence in "SHENANDOAH UNIT 3" shall have a concrete driveway leading from the street to the garage or carport, and such driveway shall be at least ten (10) feet wide and conform in all respects to the standards prescribed by the City of Victoria, Victoria County, Texas, for such entrances. No driveway shall exit onto Mockingbird Lane.

The owner of each lot upon which a dwelling house is erected shall install a four (4) foot wide concrete sidewalk between the curb and the front line of such lot, in accordance with the specifications and standards prescribed by the City of Victoria, Victoria County, Texas. If such lot be a corner lot, such sidewalk shall be installed between the curb of the side street and the side line of said lot. Nothing shall be planted in the area between the sidewalk and the curb of the street except a low grass cover, and nothing shall be erected in this area, other than receptacles for receiving United States mail, and they shall only be permitted until mail service is provided on a door-to-door basis.

8. BUILDING LOCATION:

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot in "SHENANDOAH UNIT 3" nearer than 17 feet, nor farther than 30 feet, from the front lot line. No building shall be located nearer than five (5) feet to an interior lot line or nearer than ten (10) feet to any side street line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. If a building plot consists of more than one lot as shown on the recorded plats of "SHENANDOAH UNIT 3", then the interior lot line as specified herein shall be the ownership boundary line. No residence shall have a front entrance facing on Mockingbird Lane or the City of Victoria "Green Belt".

Each lot in "SHENANDOAH UNIT 3" shall be deemed to front on the street which said lot abuts, and in the case of corner lots, they shall be deemed to front in accordance with the set back line shown on the plat of "SHENANDOAH UNIT 3".

All lots in "SHENANDOAH UNIT 3" which abut Mockingbird Lane shall not be fenced along the rear except as provided herein. If a fence is to be erected on any of said lots, it shall be on the rear property line and shall consist of a 6-foot high cedar board fence, with the face of such fence being toward Mockingbird Lane.

9. SIGNS:

No sign of any kind shall be displayed to the public view on any lot, except one sign of a size of not more than twelve (12) square feet advertising the property during the construction and sales period.

10. LOT MAINTENANCE:

Each owner of a lot in "SHENANDOAH UNIT 3" binds and obligates himself, through the purchase of such lot, to maintain the lot in a neat and presentable manner, at his own cost and expense. Each lot owner obligates himself to keep the grass, vegetation and weeds on his lot cut as often as may be necessary to keep the lot in a neat and attractive condition. In the event any purchaser of a lot in "SHENANDOAH UNIT 3" should fail to maintain his lot in a neat and attractive manner, the Architectural Control Committee will notify such owner in writing of any objectionable or detrimental condition existing on such lot and request the owner to eliminate the same. In the event any owner fails to eliminate any objectionable or unattractive condition existing on his lot within seven (7) days after receipt of written notice specifying the objectionable conditions, then the Architectural Control Committee is authorized to go onto such lot for the purpose of eliminating such conditions and to charge the costs thereof to the lot owner, and such charge shall constitute a lien against such lot, it being expressly provided, however, that the lien securing such charge is and shall be subordinate and inferior to the lien or liens of any lender who hereafter lends money for the purchase of any lot in "SHENANDOAH UNIT 3" or for the construction of improvements or the permanent financing of any improvements on any lot in "SHENANDOAH UNIT 3".

11. OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use of boring for oil or natural gas shall be erected, maintained or permitted on any lot.

12. MISCELLANEOUS PROVISIONS:

No tank for the storage of oil or other fluid may be maintained on any of the lots above the surface of the ground.

Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Garbage and refuse disposal. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No fence wall or hedge shall be built or maintained forward of the front wall line of the respective house.

No boat or trailer shall be parked for storage in the driveway or yard in front of the front wall line of the respective house.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map and plat.

13. TERM:

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 covenants 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.

14. ENFORCEMENT.

Enforcement 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.

15. SEVERABILITY:

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

16. LIENHOLDERS:

Notwithstanding any of the restrictions, limitations, provisions and covenants herein contained, it is herenow specifically provided that violation of any of such restrictions, limitations, provisions, and covenants shall not in any way affect the rights of any future good faith lien holder having a valid lien on any part of said property who is in no way responsible for such violations.

And the said American Bank of Commerce does hereby declare that all indebtedness secured by the above described Deed of Trust lien shall be subordinate to the above described limitations, restrictions, covenants and conditions so placed upon said land by the said "SHENANDOAH UNIT 3", and said restrictions, covenants, limitations and conditions shall take precedence over said Deed of Trust lien the same as if it had been executed prior to the execution of the instrument by which said lien was granted; and in the event said land or any part thereof should be sold to satisfy the indebtedness secured by the above described Deed of Trust, such sale shall be subject to these restrictions.

EXECUTED this 9th day of June, A. D., 1975.

Al Hogan
AL HOGAN

Jack E. Bright
JACK E. BRIGHT

Nathan C. Loth
NATHAN C. LOTH

AMERICAN BANK OF COMMERCE

By W. H. Albrecht
Its Vice President

ATTEST

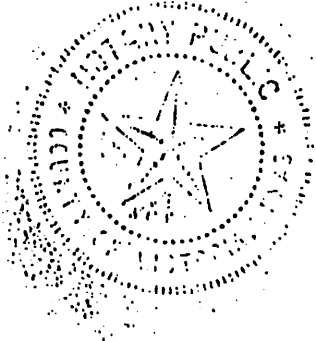
W. H. Albrecht
Its Executive Vice President

THE STATE OF TEXAS X
COUNTY OF VICTORIA X

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BEFORE ME, the undersigned authority, on this day personally appeared AL HOGAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th
day of June, A. D., 1975.

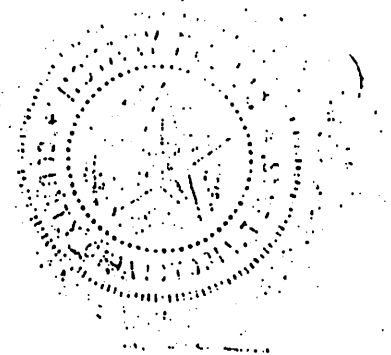


Robert M. Brown
Notary Public in and for
Victoria County, Texas

THE STATE OF TEXAS X
COUNTY OF VICTORIA X

BEFORE ME, the undersigned authority, on this day personally appeared JACK E. BRIGHT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th
day of June, A. D., 1975.



Robert M. Brown
Notary Public in and for
Victoria County, Texas

THE STATE OF TEXAS X

COUNTY OF VICTORIA X

BEFORE ME, the undersigned authority, on this day personally appeared NATHAN C. LOTH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of June, A. D., 1975.



Clarence M. Sherman
Notary Public in and for
Victoria County, Texas

THE STATE OF TEXAS X

COUNTY OF VICTORIA X

BEFORE ME, the undersigned authority, on this day personally appeared B.G. Albrecht, Vice President of AMERICAN BANK OF COMMERCE, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of such corporation and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of June, A. D., 1975.



Carmen Kraatz (Carmen Kraatz)
Notary Public in and for
Victoria County, Texas

FILED FOR RECORD THIS 25TH DAY OF JUNE A. D. 1975 AT 4:40 O'CLOCK P. M.
AND RECORDED ON THIS 27TH DAY OF JUNE A. D. 1975 AT 8:10 O'CLOCK A. M.

Val S. Jones
COUNTY CLERK

