

RESTRICTIONS

THE STATE OF TEXAS X

COUNTY OF VICTORIA X

WHEREAS, the undersigned, MIL-MAR, INC., a Texas corporation, with principal offices in Victoria County, Texas, is the owner in fee simple of all of the lots and blocks in "Somerset Place", a subdivision to the City of Victoria, Victoria County, Texas, according to the map and plat thereof duly recorded in Volume _____, Page _____, of the Deed Records of Victoria County, Texas, to which map and plat reference is here made for all purposes; and

WHEREAS, the said MIL-MAR, INC., desires to place on record certain restrictive covenants, conditions and limitations affecting all the lots and blocks of said "Somerset Place" above referred to:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the said MIL-MAR, INC., for the purpose of impressing upon the properties hereinabove described and referred to the restrictive covenants and conditions hereinafter set out, does 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 other legal instruments whereby title and/or possession is divested out of the present owner of the above described properties and invested in any other person or persons, to all of which the aforesaid owner does hereby bind himself, as the fee owner of said properties, all of said limitations, restrictions, covenants and conditions to extend to and include all the heirs, executors, administrators, assigns, devisees, lessees, and holders of every kind of and under all who may purchase or otherwise claim any real property in the said "Somerset Place", from the owner thereof who expressly retains and reserves in every part, parcel or portion of said lots in "Somerset Place" the proprietary right to the enforcement and observance of all such limitations, restrictions, covenants and conditions:

I. USE OF LAND

All of Lots _____

within "Somerset Place" shall be bound by these restrictions and 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 outbuildings as are customarily appurtenant to single dwelling houses, each house being detached and being designed 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, it being the intention of these covenants and restrictions to require all 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 any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood.

II. LOT AREA AND FRONTAGE

No dwelling shall be erected on any lot having an area less than that of the lot upon which the principal portion of the dwelling is located as shown on the recorded plats of said Somerset Place.

III. SIZE OF DWELLING

The minimum ground floor area of one story main structures, exclusive of open porches and garages, shall be 2000 square feet.

The minimum ground floor area on all one and one-half and two story houses, exclusive of open porches and garages shall be 1500 square feet.

Each house erected on any lot in Somerset Place shall be required to have a minimum of a two-car garage ~~on the same lot~~. Each house so erected shall have an electronic garage door opener, and said opener shall be maintained and kept in proper working condition.

IV. MATERIALS OF CONSTRUCTION

The outer portion of the walls of the principal residence building including attached or detached garages constructed on any lot in Somerset Place shall be composed of masonry, covering not less than 50% of the total outside wall area.

Under no circumstances shall concrete or hollow-tile blocks be utilized as the outer portion of the walls of the residence or garage, nor shall any asbestos siding or metal siding be used on the garage, nor shall the main residence have asbestos siding anywhere. Only pressed concrete tile roofs shall be used in Somerset Place, except by approval of the developer or the Architectural Control Committee.

V. DRIVEWAYS AND SIDEWALKS

Each residence in Somerset Place shall have a concrete driveway leading from the street to the garage or carport, and such driveway shall be at least twenty (20) feet wide and conform in all respects to the standards prescribed by the City of Victoria, for such entrances.

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.

VI. BUILDING LOCATION

No building shall be located on any lot nearer to the front line or nearer to the side street line than N/A feet nor farther than N/A feet from the front lot line. No building shall be located nearer than N/A feet to an interior lot line or nearer than N/A 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 Somerset Place, then the interior lot line as specified herein shall be the ownership boundary line.

VII. 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 for sale or rent, or signs used by a builder advertising the property during the construction and sales period.

VLII. 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.

IX. MISCELLANEOUS PROVISIONS

Each dwelling house erected in Somerset Place shall have a front yard light installed by the owner or builder. Said yard

light may be either ~~gas~~ or electric ~~at the option of the owner or builder~~. If, in the event said yard light is electric, then said yard light shall have an automatic switch included therein.

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 domestic dogs and cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Dogs may not be allowed in any common areas except on leash.

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. All fences shall be constructed ~~of stone, brick or wood~~ only.

No vehicles of any kind may be left overnight in the subdivision except private passenger automobiles, and these must be within driveways situated on lots in said subdivision.

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.

X. SOMERSET PLACE ARCHITECTURAL
CONTROL COMMITTEE

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 the existing structures in the subdivision, and as to location of the building with respect to the topography and finish ground elevation and as to compliance with the other provisions of these restrictions and covenants by an architectural control committee composed of the duly elected officers of Mil-Mar, Inc. In the event of death or resignation of any officer of said corporation, the remaining officers shall have full authority to approve or disapprove such design and location, or to designate a replacement for said deceased or resigned officer according to the by-laws of said corporation. None of the members of this committee shall be entitled to any compensation for services performed pursuant to this covenant.

XI. COMMON AREAS

There are certain common areas within Somerset Place, and these areas are defined as being all land in the subdivision not specifically within property lines of individual owners. All common areas and streets are to be maintained and landscaped only by Mil-Mar, Inc. The entry drive into Somerset Place from *Country Club Drive* ~~Navarro Street~~ is within said common area.

XII. MAINTENANCE

In order to maintain the common areas as defined above, the architectural control committee may enter into such maintenance contracts, landscaping contracts, trash - garbage removal, driveway and area lighting contracts as may be deemed necessary and desirable for the proper performance of said services. Any and all fees or expenses required to conclude such contracts and to keep said contracts in force shall be an obligation of property owners within Somerset Place Subdivision, and said obligations shall be a covenant running with the land and enforceable as any other said covenant. In order to secure the prompt and complete payment of any such expenses or charges, each conveyance

to property owners from Mil-Mar, Inc. shall include a maintenance, or second vendor's lien in such form as may be approved by the duly authorized and elected officers of said corporation.

XIII. FIRST REFUSAL

Mil-Mar, Inc. further reserves to itself, its successors and assigns, the option, or right of first refusal in the event of any change of ownership or other conveyance by property owners. Prior to any such sale by a property owner, 30 days written notice must be given to Mil-Mar, Inc., at its offices in Victoria, Victoria County, Texas, by certified mail, return receipt requested, of any intended sale by a property owner.

XIV. 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 _____ 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.

XV. 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.

XVI. 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.

EXECUTED this the _____ day of _____, 1977.

MIL-MAR, INC.

By _____
Its _____