DEED RESTRICTIONS, RESERVATIONS AND ARCHITECTURAL CONTROL FOR THE GARDENS OF COLONY CREEK

W. E. WHITE
106 GARDEN PLACE
VICTORIA, TX. 77904

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF VICTORIA §

THAT **RODDY & SEALE GARDENS DEVELOPMENT, a partnership comprised of JERRY T. RODDY and MILTON A. SEALE**, hereinafter called "Grantor", being the owner of the property located in Victoria County, Texas, which has heretofore been platted into that certain subdivision known as THE GARDENS OF COLONY CREEK, hereinafter called "the Subdivision", according to the plat of the Subdivision recorded in Volume 7, Page 172C, 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, STIPULATIONS AND RESERVATIONS APPLICABLE TO AND GOVERNING THE USE, OCCUPANCY AND CONVEYANCE OF THE SUBDIVISION AND LOTS THEREIN:

I. RESERVATIONS

A. Title to the street, all easements, and all of the improvements located in the boundaries of such street and easements, is hereby expressly reserved and retained by Grantor, subject only to the grants and dedications hereinafter expressly made.

B. Grantor reserves the utility easements and rights of way shown on the recorded plat of the Subdivision for the construction, addition, maintenance and operation of all utility 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, storm water and sanitary sewer services. Such systems shall also include systems for utilization of services resulting from advances in science and technology.

C. Grantor reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way with respect to such lots which have not been sold by grantor, by instrument recorded in the office or the County Clerk of Victoria County or by express provisions in conveyances.

D. Subject to the foregoing, Grantor hereby DEDICATES TO THE USE OF THE PUBLIC the street, all easements shown on the recorded plat of the Subdivision, and all improvements located in the boundaries of such street and easements; 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.

E. Grantor reserves the right to make minor changes in and additions to all easements for the purpose of most efficiently and economically installing utility systems.

F. 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.

G. It is expressly agreed and understood that the title conveyed by Grantor to any lot or parcel of land in the Subdivision 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, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under Grantor or its agents or Public utility companies through, along or upon said easements or any part thereof to serve said property or any other portions of the Subdivision. The right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved to grantor.

H. It is further expressly agreed and understood that an underground telephone cable system will be installed in the Subdivision. Each resident shall also be provided with conduit, pull wire and minimum of three outlet boxes, at the owner's or builder's expense, for the installation of telephone wiring and equipment. Trenching, filling, conduit and other items to be performed or provided by the owner or builder, shall comply with specifications provided by the telephone company.

I. An underground electric distribution system will be installed in the subdivision which underground service shall also embrace all lots in the Subdivision. The owner of each lot in the Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the appropriate Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each tract. The electric company furnishing service shall make the necessary connections at said point of attachment or at the meter. In addition the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

J. Each lot and its owner within the Subdivision is hereby declared to have an easement not to exceed one foot in width, over all adjoining lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any improvement, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to willful misconduct of said owner or owners. In the event a structure on any lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each lot agree that minor encroachments over adjoining lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. In addition, each lot within the Subdivision is hereby declared to have an easement for overhanging roofs and eaves as originally constructed over each adjoining lot and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this instrument and shall be appurtenant to the lot being serviced and shall pass with each conveyance of said lot.

K. The building set back lines as shown on the plat of the subdivision allow a residence to be constructed on certain lots so that it has one side abutting a side boundary line (hereinafter referred to as a "zero building line"). All lots within the subdivision are conveyed subject to a five foot (5') wide easement

adjacent to the zero building line of the adjacent lot. The right to create, grant and reserve such easements is hereby reserved by Grantor for itself and its successors in interest. Such easement is appurtenant to the lot being serviced and will pass with each conveyance of said lot. The following rules prescribe the terms, conditions and uses of said easements, both by the owner of the easement (the dominant tenement) and the owner of the land under the easement (the servient tenement):

(1) The dominant tenement, shall have the use of the surface of the easement area for the purpose of the maintenance, painting, repairing and building or rebuilding of the side wall, which is situated adjacent to and abutting the easement area.

(2) The dominant tenement shall have the use of the surface, and a reasonable and necessary depth below the surface of the easement area for the purpose of maintaining and repairing the foundation of the residence and improvements situated adjacent to and abutting the easement area. This right includes the right to install water lines or systems beneath the surface of the easement area to maintain the moisture content of the soil surrounding and beneath the foundation of the adjacent residence.

(3) The servient tenement shall have the right to the easement area for the purposes of maintaining the lawn, landscaping, and trees located within such easement area, which maintenance shall be the obligation of the servient tenement.

(4) Both the dominant tenement and the servient tenement shall have the right of surface drainage (including roof water run off) over, along and upon the easement area, and neither tenement shall use the easement area in such manner as will interfere with such drainage.

(5) Neither tenement shall attach any object to the side of the wall, facing onto the easement area; provided, however, the servient tenement may, at his expense, install gutter and downspout on such side wall to catch and dispose of roof water run off. Except on Lots five (5) and six (6), which do not have zero building lines, No windows, doors, or other openings can be constructed, installed or allowed on the zero building line side of any home, building or other improvement. In addition, no structure shall be constructed or placed upon the easement area by the servient tenement that would prevent access to the easement by the dominant tenement for the purposes herein allowed.

(6) The owner of the dominant tenement, immediately after exercising the rights provided for, shall restore the easement area as nearly as possible to its original condition and repair all damage to shrubs, plants, flowers, trees, lawn, sprinklers, hose bibs and other landscaping or improvements.

L. It is further expressly agreed and understood that Grantor, its successors and assigns may use any of the lots in the Subdivision for a sales office, a model home or model homes and parking relating to such sales office and model homes. Any portion of the Subdivision, including streets, drives, boulevards and other roadways, as well as esplanades, may be used for sales offices, sales purposes, guardhouses and for other purposes deemed proper by Grantor.

II. ARCHITECTURAL CONTROL

Grantor, as well as its agents, employees, architects, or the Committee, shall not be liable to any owner or any other party for any loss, claim or demand asserted on account of their administra-

tion of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. The provisions of this document can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to those contained herein. No approval of plans and specifications and no publication of architectural standards guidelines shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good and workmanlike manner. The acceptance of a deed to a residential lot in the Subdivision shall be deemed a covenant and agreement on the part of the grantee and the grantee's heirs, successors and assigns, that Grantor, as well as its agents, employees and architects shall have no liability under this document except for willful misdeeds.

A. 1. Creation of Committee. There is hereby created an Architectural Control Committee which shall be composed of three (3) members appointed by Grantor. Each member shall serve until a successor is named by Grantor. A majority of the Committee may designate a representative to act for it. No member of the Committee, or his designated representative, shall be entitled to any compensation for services performed.

2. Change of membership and Amendment of Authority. The record owners of a majority of the lots in the Subdivision shall have the power, at any time with Grantor's consent, or after five (5) years from this date without Grantor's consent, through a duly recorded written instrument, to change the membership of the Committee, to withdraw powers and duties from the Committee, or to restore the powers and duties of the Committee. Such action shall be effective upon recordation of a written instrument properly reflecting same.

B. No building, structure, fence or improvements of any nature shall be erected, placed or altered on any lot subject to these restrictions until two (2) sets of the construction plans and specifications and a plan showing the location of such building, structure or improvements has been approved by the committee as to quality of workmanship, type and quality of materials, type of roofing materials, exterior color schemes, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. In addition, no substantial change in the originally approved finish grade elevation of any lot shall be made without the prior written approval of the Committee.

C. The committee shall approve or disapprove plans, specifications and details within twenty-one (21) days after receipt thereof. One set of such plans and specifications and details with the dated approval or disapproval endorsed thereon shall be returned to the persons submitting them and the other copy thereof shall be retained by the Committee for its permanent files. The Committee shall advise the applicant of the reason for the disapproval and suggest acceptable changes. In the event the Committee fails to approve or disapprove any plans which have been submitted to it within twenty-one (21) days from receipt thereof, approval shall not be required and full compliance with the related covenants shall be deemed to have occurred. Approval shall not be effective for construction commenced more than six (6) months after approval.

D. The Committee shall have the right to disapprove any plans, specifications or details submitted to it if (1) the same are not in accordance with all of the provisions of this document; (2) the design or color scheme of the proposed improvements is not in harmony with the general surroundings of the real property or with the existing adjacent improvements and natural environment; (3) the plans and specifications submitted are incomplete; (4)

the committee deems the plans, specifications, or details or any part thereof to be contrary to the interest, welfare or rights of owners of the lots covered hereby. The decisions of the Committee shall be final.

E. Neither the Committee, Grantor, nor any architect or agent thereof shall be responsible in any way for any defects of any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

F. The Committee shall have the right and authority to waive, modify, alter, change or approve any covenant, term, condition or restriction where, in the opinion of the Committee, such change is necessary or required for the advantage and best appearance of the subdivision, in the following particulars, to-wit:

1. Change all restrictions in conflict where one lot and all or a portion of other contiguous lots are being used together for purpose of building a residence.

2. Change these restrictions in the case of lots which are unusual in size, or which are of any unusual or irregular shape, where such change is deemed best for the advantage or best appearance or the immediate community.

G. The committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of this document, and due to the very special nature of the subdivision as one that is country club oriented, it is the intent of this covenant to charge the architectural committee with the responsibility and authority to require that all residences on lots abutting fairways have and maintain an attractive appearance as viewed from the fairways.

III. RESTRICTIONS

A. Residential Purpose

1. This Subdivision shall be used for private single family residences only.

2. Only one residence shall be constructed on each lot. This Provision shall not, however, prohibit the construction of a residence on a portion of two or more lots as shown by the plat of the Subdivision, provided such portion constitutes a home site as defined in the next paragraph.

3. Parts of two or more adjoining lots may be designated as one home site, provided the lot frontage shall not be less than the minimum frontage of lots in the subdivision.

4. The term "residential purpose" as used herein shall be held to exclude hospitals, duplex houses and apartment houses and to exclude commercial and professional uses; and to exclude any development operations or drilling for oil, gas or other minerals or any quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operation. Any usage of the Subdivision, not otherwise herein authorized, is hereby expressly prohibited.

5. The word "house" or "residence" as used herein with reference to building lines shall include galleries, porte cocheres, porches, projections and every other permanent part of the improvements, excepts roofs. Steps, terraces and planters outside of building lines will be permitted.

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6. No garage or outbuilding on this property shall be used as a residence or living quarters, except bonified quarters for servants engaged on the premises or by members of immediate family or occupants. A garage shall be used solely by the owner or occupant of the lot upon which the garage is located.

7. No building materials or temporary building of any kind or character, including, but not limited to, tents, shacks, garage or barns, shall be placed or stored upon the property until the owner is ready to commence improvements and then such materials or temporary building shall be placed within the property lines of the lot or parcel of land on which the improvements are to be erected and shall not be placed in the streets or between the curb and property line. Any such temporary building or structure of any kind shall not be used for anything other than construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition, and then removed upon completion of the residence.

8. All storage buildings or other structures built or placed on any lot after approval of initial plans must be approved by the Committee.

9. No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished.

B. Building Sizes and Construction

1. The living area (exclusive of garages, porches, patios, etc.) of the first floor of the main house or residential structure, if the structure is single story only, shall be not less than 1500 square feet. If the structure is two stories, the living area for the first floor may be no less than 1000 square feet. No residence may exceed two stories in height. In either case the total living area shall not be less than 1500 square feet.

2. No garage may be greater in height or number of stories than the residence for which it is built. Garages of sufficient size to accommodate no less than two cars must be provided.

3. The outer portion of the walls of the principal residence building, including attached or detached garages, shall be composed of rock, brick or stone masonry, covering not less than fifty percent (50%) of the total outside wall area.

Under no circumstances shall solid concrete or hollow concrete tile blocks be utilized for 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 or metal siding anywhere. All roofs shall be wood shingle, tile or heavy composition, with a minimum weight of three hundred (300) pounds per one hundred (100) foot square, or other types that meet approval of the Architectural Control Committee.

C. Building locations

1. No building may be erected nearer to any property line than the building lines shown on the recorded plat. No building, even of a temporary nature, may be placed in a utility easement.

D. Facing of Residences

1. Houses or residences on corner lots shall face the street from which the greater building line setback is shown on the recorded plat, unless alternative facing is authorized by the Architectural Standards Committee. Garages must face the same way.

E. Fences, Walls and Hedges

1. No fence or wall shall be placed on any lot in the Subdivision nearer to the front of said lot than the front building line. No fence, wall or hedge located between interior lot lines and building setback lines shall be higher than six feet (6') from the ground unless it is an integral part of the house or building structures. No wire or chain link fence is permitted on any part of any lot except as a security fence for a swimming pool. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property or the Committee. Should any encroachment be upon a right of way or easement, it shall be removed promptly upon request of the Grantor and removal shall be solely at the expense of the owner.

No fence or wall can be constructed closer than ten (10') to the property line contiguous to the golf course, and such fence or wall that is located to the rear of these golf course lots cannot be higher than four (4') feet from the ground.

F. Driveways

1. All driveways shall be concrete, concrete with pebble finish, brick or tile, and shall be constructed with a minimum width of twenty feet (20'). Drives shall have expansion joints not more than twenty feet (20') apart, with one joint at back of street curb.

G. Walks

1. Walks from the street curb to the residence shall have minimum widths of four (4') feet.

H. Homeowners Association

1. Grantor has obtained a "sight easement" pursuant to an Easement Agreement dated January 17, 1995, recorded in Volume 153, Page 247, Official Records, Victoria, Texas, for the benefit of all owners in the Subdivision. Grantor agrees that until all lots have been sold, Grantor will maintain this area. At such time as all lots have been sold, the owners of all lots shall form and be required to join a homeowners association, which will at that time assume full control of the area, along with the obligation to maintain it in accordance with the terms of the Easement Agreement. The association shall also maintain the signs and landscaping at both sides of the entrance to the subdivision.

2. The homeowners association shall be governed by and decisions shall be made by a majority of the lot owners, unless the bylaws 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 elect a committee, a board, or officers to serve and manage its affairs, and may approve rules or bylaws 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. During the period of time prior to the formation of the Homeowners Association, Grantor shall be entitled to assess each lot owner the sum of $100.00 per year in advance on January 1 of each year for purposes of maintaining the easement area, and such assessment shall also be a lien on each lot to enforce payment thereof. For any lot purchased from Grantor during the middle of a calendar year, the assessment shall be prorated.

3. The association may also be empowered to expend funds for patrol and security services, 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.

4. 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.

I. Miscellaneous

1. No trash, garbage, ashes, refuse or other waste shall be thrown or dumped on any vacant lot in the addition and no trash racks may be permanently built or left in front of the lot. All waste containers must be screened from view of the street.

2. Grass and weeds shall be kept mowed to prevent unsightly appearances. Dead, diseased, or damaged trees which might create a hazard to property or persons on any lot or adjacent lot, shall be promptly removed or repaired and if not removed by owners, then the Grantor or owners of adjoining lots may, but shall not be required to, remove such trees at owner's expense and shall not be liable for damage done in such removal.

3. No activity may be carried on or allowed to exist upon any lot which may be noxious, detrimental, or offensive to any other lot or to the occupants of any lot.

4. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any lot, except that not more than a total of two (2) dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes.

5. No owner shall permit any thing or condition to exist upon his lot which shall induce, breed, or harbor infectious plant diseases or noxious insects. Each owner shall keep all shrubs, trees, hedges, grass and landscaping of every kind on his lot, including any setback areas, areas between lot lines and adjacent sidewalks and/or street curb, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No trees, hedges, shrubs, or other landscaping shall be planted or permitted to remain on any lot unless the foliage line is maintained at a proper height to prevent obstruction of safe cross visibility of traffic approaching an intersection or driveway. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company or authority is responsible.

6. 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; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of the Subdivision, including landscaping of any lots in the Subdivision, was completed by Grantor.

7. 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.

8. No signs whatsoever, visible from adjoining lots, golf course or streets, shall be permitted on any lots except as follows: (1) such signs as may be required by legal proceedings; (2) residential identification signs including name and/or number plate not exceeding two hundred (200) square inches in area; (3) during the time of construction or prior to the time of the sale of any residence or other improvement two (2) job identification signs or one (1) "for sale" sign by the developers, builder or owner, having a maximum face area of six (6) square feet; (4) temporary political signs during periods of campaigns and elections (all such shall be removed immediately after the election). Grantor may place a larger sign advertising the subdivision until such time as Grantor has sold all lots.

9. Flashing, lighted or moving signs shall not be permitted.

10. No sign of any description, or supports or braces for signs, shall be nailed or spiked to any tree. All signs must be on their own supporting standards.

11. Advertising banners, pennants and wind powered devices will not be permitted.

12. All signs, including proposed location, sizes and colors shall be reviewed by the Committee and must receive prior written approval from the Committee before installation.

13. The Committee may issue variances as to the above, on such conditions and for such time periods as it may deem necessary.

14. In no event shall any sign on any lot be visible from the golf course except as may be required by legal proceedings.

15. All permissible signs should be six (6) square feet or less in area, except for Grantor's sign advertising the subdivision, as described in paragraph I. 8 above.

16. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained except in an enclosed service area, not visible to the public.

17. No flagpole shall be permanently erected on any property unless approval has been obtained in writing from the Committee.

18. No golf cart, tent, mobile home, trailer of any kind, or similar structure and no truck (other than a pickup truck not exceeding 3/4 ton), camper, or boat shall be kept, placed, maintained, constructed, reconstructed, or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, other than in a garage. The doors of garages housing trucks, campers or boats shall be closed at all times except for actual entry or exit. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with construction, reconstruction or repair of any work or improvements.

19. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, housetrailers, or the like, shall be kept on any lot other than in the garage, or other structures approved by the Committee.

20. No privy, cesspool or septic tank, or disposal plant shall be erected or maintained on any part of this property without consent of the Committee.

21. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of the Committee.

22. Mailboxes must be constructed in such form and material as approved by the Committee, except that the placement of mailboxes shall conform to the governing regulations of the United States Postal Department, such as those concerning the requirement of the use of group or cluster boxes.

23. Except as provided below, no antenna for transmission or reception of television signals, radio signals, or any other form of electro-magnetic radiation, including satellite discs or receivers, shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise, other than a master or community antenna approved by Grantor. Current technology provides for small antennae and satellite discs that receive television signals, which devices are small and inconspicuous when properly installed. Upon receiving written consent from the Committee, these newer type of devices may be installed. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any lot which may unreasonably interfere with the reception of television or radio signals upon any other lot.

24. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed, or maintained anywhere in or upon any lot other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in or under buildings or other structures. Nothing herein contained, however, shall prevent erection and use of temporary power or telephone services incident to the construction of buildings or other improvements. Furthermore, nothing herein shall restrict the overhead distribution of three phase primary power supply to the subdivision by the utility company.

25. 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.

26. No part or parts of the land in this subdivision shall be used in any manner which would increase the hazard of fire on any other part or parts of the land or any property adjoining the land.

27. The invalidity, violation, abandonment, variance approval, or waiver of any one or more of or any part of the reservations, restrictions, or other provisions hereof, either as to all or any part of the Subdivision, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the Subdivision and shall not affect or impair the remaining reservations, restrictions or other provisions hereof as to all the lands with the Subdivision.

28. It is intended that residences be constructed on lots within the subdivision within a short period of time. Therefore, construction of a residence must begin within three years after the initial sale by Grantor and must be completed within eight (8) months thereafter.

J. Duration

1. These restrictions shall remain in full force and effect until January 1, 2025, and shall be automatically extended for successive ten (10) year periods provided, however, that these restrictions may be terminated on January 1, 2025, or on the

commencement of any successive ten (10) year period, by filing for record in the Office of the County Clerk of Victoria County, Texas, a written statement of election to terminate these restrictions, executed and acknowledged by the owners of a majority of the area of the lots in the Subdivision. Such statement must be filed prior to the commencement of the ten (10) year period for which these restrictions would otherwise be in effect.

K. Enforcement

1. The restrictions, conditions and use limitations herein set forth shall be binding upon Grantor, its successors and assigns, and all parties claiming by, through, or under them and all subsequent owners of each lot, each of whom shall be obligated and bound to observe such restrictions, conditions, and use limitations, provided, however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of said lot. The violation of any such restriction, condition, or use limitation, shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said lot or any part thereof, but such liens may be enforced against any and all property covered thereby, subject, nevertheless, to the restrictions, conditions and use limitations herein mentioned. Grantor, or the owners of any lot in this addition, or their successors and assigns, shall have the right to enforce observation or performance of the provisions of this instrument. If any person or persons violate or attempt to violate any of the restrictions, conditions or use limitations contained herein, it shall be lawful for any person or persons owning any lot in the Subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate the same, either to prevent him or them from so doing, or to obtain such other relief for such violations as may be legally available.

IV. APPROVAL OF LIENHOLDER

FIRST PROSPERITY BANK, as lienholder of the hereinabove described land, has executed this instrument for the purpose of consenting to, ratifying, confirming and adopting this instrument and for the purpose of subordinating its liens to the same.

EXECUTED on this the 28th day of July, 1995.

RODDY & SEALE GARDENS DEVELOPMENT

By: _____
MILTON A. SEALE, Partner

By: _____
JERRY T. RODDY, Partner

FIRST PROSPERITY BANK

By: _____
Its: Donald A. Bolton, Jr. President Victoria Banking Center
typed name and title

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THE STATE OF TEXAS §
§
COUNTY OF VICTORIA §

This instrument was acknowledged before me on July 31, 1995, by MILTON A. SEALE, partner on behalf of RODDY & SEALE GARDENS DEVELOPMENT, a partnership.

VICKI J. MAYHUGH
Notary Public, State of Texas
My Commission Expires
DEC. 11, 1997

Vicki J. Mayhugh
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF VICTORIA §

This instrument was acknowledged before me on July 31, 1995, by JERRY T. RODDY, partner on behalf of RODDY & SEALE GARDENS DEVELOPMENT, a partnership.

VICKI J. MAYHUGH
Notary Public, State of Texas
My Commission Expires
DEC. 11, 1997

Vicki J. Mayhugh
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF VICTORIA §

This instrument was acknowledged before me on July 28, 1995, by Donald A. Bolton, Jr., President, of FIRST PROSPERITY BANK, an Officer, on behalf of said Bank.

VICKI J. MAYHUGH
Notary Public, State of Texas
My Commission Expires
DEC. 11, 1997

Vicki J. Mayhugh
Notary Public, State of Texas

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Val D. Fuerst
COUNTY CLERK
VICTORIA COUNTY, TEXAS
By: Denise Utsey, Deputy

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STATE OF TEXAS COUNTY OF VICTORIA
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the official records of Victoria County, Texas as stamped hereon by me.

AUG 03 1995

Val D. Fuerst
COUNTY CLERK, Victoria County, Texas