

RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF VICTORIA §

WHEREAS, DENISON CUSTOM HOMES, subject to a Deed of Trust lien granted by Deed of Trust dated June 13, 1996 from Victoria Windcrest Development Corporation to Citizens National Bank, recorded in Volume 232, Page 207 of the Deed of Trust Records of Victoria County, Texas, is the owner of all of the lots and blocks in WINDCREST SUBDIVISION, PHASE II an addition to the City of Victoria, Victoria County, Texas, according to the established map and plat, thereof duly recorded in Volume 7, Page 199C of the Plat Records of Victoria County, Texas, to which reference is here made for all purposes.

*and a second Deed of Trust dated March 16, 1997 recorded in Volume 263, Page 001 of the Official Records of Victoria County, Texas.

WHEREAS, DENISON CUSTOM HOMES desires to Place of record certain restrictive covenants, conditions and limitations affecting all of the lots and blocks in said Windcrest Subdivision Phase II

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Denison Custom Homes, acting herein by and through Robert L. Denison Jr., its Owner, for the purpose of impressing upon the Properties hereinabove described and referred to the restrictive covenants and conditions hereinafter set out, being joined herein by the said Citizens National Bank, acting by and through its undersigned officer, hereunto duly authorized by Robert L. Denison Jr., 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 all other legal instruments whereby title and possession is, divested out of the present owner of the above described properties and is vested in any other person or persons, to all of which the aforesaid owner does hereby bind itself, as the fee owner of said properties all of said limitations, restrictions, covenants and conditions shall extend to all of the heirs, executors, administrators, assigns, devisees, lessees, successors and holders of every kind who may purchase or otherwise acquire any real property in the said Windcrest Subdivision Phase II from the owner thereof, and said owner expressly retains and reserves in every part, parcel and lot in said properties and proprietary right to enforcement and observance of all such limitations, restrictions, covenants and conditions.

I. RESERVATIONS

A. Title to all streets, drives, boulevards and other roadways, and to all 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 the utility systems now or hereafter deemed necessary by Grantor for all public utility purposes, including systems of electric light and power supply, telephone service, gas supply, water supply and sewer services, and such other utility services as may result 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 of 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 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.

E. Grantor reserves the right to make minor changes in and additions to all easements created

OFFICIAL RECORDS

VOL 0340 PAGE 764

hereby 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 assign, 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, alone or upon said easements or any part thereof to serve said property or any other portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality, other Governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Grantor.

H. It is further expressly agreed and understood that an underground telephone cable system will be installed in the subdivision. Each residence shall also be provided with conduit, pull wire and a 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. 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. Any portion of the subdivision, including streets, drives, boulevards and other roadways, as well as may be used for sales offices, sales purposes, guardhouses, and for other purposes deemed proper by the Architectural Standards Committee as hereinafter defined.

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 accomodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any improvements, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, in no event shall an easment for encroachment be created in favor of an owner or owners if said encroachment occurred due to the 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 easments 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 caves 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 lots 2 thru 12 and 14 thru 25 so that if it has one side abutting a side boundry 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 the said easements, both by the owner of the easment (the dominate 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 the 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 purpose of maintaining the lawn, landscaping and trees located in 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 a 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 run off. 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 purpose 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.

II. ADMINISTRATION

A. Grantor shall be responsible for the appointment of an ARCHITECTURAL STANDARDS COMMITTEE, hereinafter, called "the Committee." The Committee shall have the rights, powers and duties provided for herein. Until such time as Grantor has sold all of the residential lots in all Sections of WINDCREST within the boundaries shown on the preliminary plat of WINDCREST prepared by URBAN ENGINEERING, and approved by the City of Victoria Planning Commission. Grantor shall name the Members of the Committee.

B. The Committee shall function as the representative of the owners of the lots in the subdivision for the purpose herein set out as well as for all other purposes consistent with the creations and preservation of a first-class residential subdivision. The Committee shall, by way of illustration, enforce these Restrictions, act to approve or disapprove plans, publish architectural standards, guidelines, and perform such functions as herein provided. The Committee may delegate to an architect or architects such portions of the architectural aspects of subdivision control as they may deem appropriate, compensating such architect or architects by reasonable fees charged to lot owners for inspecting such plans.

C. Grantor and the Committee, as well as their agents, employees and architects, shall not be liable to any owner or any other party for any loss, claim, or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These Restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these Restrictions. No approval of plans and specifications and no publication of architectural standards guidelines shall ever be construed as presenting 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, 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, and the Committee, as well as their agents, employees and architects, shall have no liability under these Restrictions except for willful misdeeds.

OFFICIAL RECORDS

VOL 0340 PAGE 766

D. 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, of any residential lot in the subdivision until the complete plans and specifications and plot plan showing the location of the structure have been approved by the Committee or its designated coordinating architect in accordance with the following procedure:

1. One (1) complete set of plans drawn to scale and specifications shall be delivered to the architectural Committee. 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 setback restrictions. Such approval is to be based on the applicable requirements and restrictions set out herein.

2. If found to be in compliance with these restrictions, a letter of approval with any qualifications or modifications will be prepared for the countersignature 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, one set of such plans and specifications shall be returned marked "Disapproved." Disapproved plans and specifications shall be accompanied by a reasonable statement of items found not to comply with these Restrictions.

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

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

III. RESTRICTIONS

A. Residential Purpose

1. This subdivision shall be used for single family residence 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 succeeding paragraph.
3. Parts of two or more adjoining lots facing the same street in the same block may be designated as one home site, provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street.
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 operations; any such excluded 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, except roofs. Steps, terraces and planters outside of building lines will be permitted, however, provided that approval of the Committee is granted.

6. No garage or outbuilding on this property shall be used as a residence or living quarters, except by servants engaged on the premises or by members of the immediate family of 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; and any such temporary building or structure of any kind shall not be used other than for construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition.
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 Materials

1. The outer portion of the walls of the principal residence building including attached garage on any lot in the subdivision shall be composed of rock, brick or stone masonry, covering not less than 50% of the total outside wall area. This provision shall not apply to detached garages situated no nearer than forty (40) feet from the minimum set back line as shown on the recorded plat of the subdivision. Under no circumstances shall concrete or hollow-tile blocks, or asbestos siding be utilized as the outer portion of the walls of the residence or garage. Wood shingle or composition shingle (weighing a minimum of 300 pounds per 100 ft square) roofs shall be used on single family dwellings in the subdivision, or other types that meet the approval of the Architectural Committee. Lots 1 thru 25 of Block 1 _____ brick color, _____ exterior trim paint color.

C. Building Sizes and Construction

1. The living area of the main house or residential structure constructed as a one-story residence on Lots 1 thru 13 of Blk. 2 and Lots 1,2,3 of Blk. 3, exclusive of porches and garages, shall be not less than 1,800 square feet; and in the case of any residence of more than one story, the requirements as to living area shall be 2,000 (with a minimum of 1,000 sq ft on ground floor) square feet or more for both stories. No residence may exceed two stories in height above grade. Minimum 1,500 square feet for lots 1 thru 25 of Blk. 1 with a minimum of 700 square feet on bottom floor.
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 not less than two cars must be approved.

D. Building Locations

1. No building shall be erected on Lots 1 thru 13 of Blk. 2 and Lots 1,2,3 of Blk. 3 nearer to the front property line or nearer to the side street property line than the building lines shown on the recorded plat. In any event, no building shall be located less than 25 ft. nor more than 30 ft, from the front property line, or nearer than 15 ft. to any side street property line. No building shall be located nearer than 6 ft. to any interior side property line. In all cases, a garage or other permitted accessory building located 60 ft. or more from the front property line may be a minimum distance of 5 ft. from an interior side property line. No residential building may be closer than (see plat) to the rear property line and no building, even of a temporary nature, may be placed in a utility easement. If a building plot consists of more than one lot as shown on the recorded plat, then the interior lot line specified herein shall be the ownership boundary line.

OFFICIAL RECORDS

VOL 0340 PAGE 768

E. 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 alternate facing is authorized by the Committee.

F. Facing of Garages

1. Garages on corner lots may open directly toward and have driveway entrances from the side streets with a set-back of at least 15 feet from the side street property line.

G. Fences, Walls and Hedges

1. No fence, wall or hedge shall be placed on any lot in the subdivision nearer to any front or to any side street than is permitted for the house on said lot, (except as approved by Committee) and no fence, wall or hedge located between interior lot lines and building setback lines shall be higher than six feet (6 ft.) 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. 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 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 Grantors and such encroachment is wholly at the risk, and removal shall be solely at the expense, of the owner.
2. ALL PERIMETER LOTS shall have mandatory fence building and maintenance requirements along the back property lines. The Committee shall put forth guide lines for such fences and the maintenance thereof in order that the appearance of the subdivision shall remain uniform.

H. Driveways

1. All driveways shall be concrete and shall be constructed with a minimum width of ten feet (10 ft.). Drives shall meet City of Victoria specifications.

I. Walks

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

J. 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.
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 Committee may, but shall not be required to, remove such trees at owner's expense and shall not be liable for damages 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 of every kind on his lot, including any set-back 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 said tract; 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 said tract, including landscaping of any lots in said tract, 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 or advertising device of any kind may be placed or kept on any lot other than one name and/or number plate not exceeding 72 square inches in area and one sign for sale purposes subsequent to completion of a residence not exceeding 8 square feet in area. The latter sign must be a sign approved by the Committee. During construction, Contractor, Architects or lending institutions may place appropriate signs on the property.
9. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained except in the area surrounded by a six (6 ft.) foot privacy fence and the residence and not visible to the public.
10. No flag pole shall be permanently erected on any property unless approval has been obtained in writing from the Committee.
11. No golf cart, tent, mobile home, motor home, trailer of any kind or similar structure, and no trucks, campers, or boats 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, boats etc. 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 shelter or facilities maintained during, and used exclusively in connection, reconstruction or repair of any work or improvements.
12. No boat, trailer, motor home, mobile home, trailer house, equipment and/or storage buildings shall be parked in the driveway or yard in front of the wall line of the respective house, nor on the street for more than three (3) days in a fourteen (14) day period, nor shall any boat, trailer, motor home, mobile home, trailer house, equipment and/or storage buildings be parked or stored on any street in the subdivision for more than three (3) days in a fourteen (14) day period.
13. No excavation, except such as is necessary for the construction of improvements (including swimming pools), shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of the Committee.

OFFICIAL RECORDS

VOL 0340 PAGE 770

14. No antenna for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise. 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.
15. 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 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 improvement or to restrict the overhead distribution of three phase primary power supply to the subdivision by the utility company.
16. Each owner of a lot agrees for himself, his heirs, assigns or successors in interest that he will permit free and reasonable access by the owner of adjacent or adjoining lots containing a divisional wall, when such access is essential for the construction reconstruction, refinishing, repair, maintenance, or alteration of said divisional wall. The access shall be limited to an area five feet (5 ft.) in width along or parallel to the property line. Access shall only be at reasonable times and shall be permitted only after written notice has been given to the lot owner stating the purpose of the access. In no event shall such access be deemed to permit entry into the interior portions of any dwelling. Any damage caused by such access will be repaired at the expense of the owner causing such damage.
17. All gas meters shall be located behind the building setback line.
18. 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.
19. 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 land or any property adjoining the land.
20. 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 land, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the land and shall not affect or impair the remaining reservation, restrictions or other improvements hereof or parts thereof as to all the land.
21. Should any owner desire a minor variance from these restrictions concerning size of residence, set-back, garage or driveway location or other similar matter, application for variance shall be made to the committee under procedures set forth in architectural guidelines. The decision of the Committee shall be final and cannot be contested by the applying owner or any owner objecting to such variance, if variance is granted.

K. Remedies For Violations

1. All restrictions, covenants and liens herein contained shall be applicable to and binding upon all of the lots, tracts and parcels in WINDCREST PHASE II and the owners thereof, irrespective of the source of title of such owners, and all breaches, thereof, if continued for a period in excess of thirty (30) days (unless a shorter time is provided for herein) from and after the date that Grantors, the Committee for any other property owner or resident shall have notified in writing the owner or resident in possession of the lot, tract or parcel upon which or as to which such breach has been committed to refrain from the continuance of such action and to correct such breach, shall warrant the Grantors, the Committee or other lot, tract or parcel owner, to apply to any court of law or equity having jurisdiction thereof for an induction or other proper relief, and if such relief be granted by said court, all reasonable expenses in prosecuting such suit, including attorney's fees, shall be reimbursed by said lot, tract or parcel owner against whom such suit was so prosecuted.
2. Notwithstanding anything in the foregoing, no violation of the restrictions and covenants set forth or foreclosure of the vendor's liens created herein shall in any way defeat or render invalid the lien of any deed of trust or mortgage made in good faith for value as to any lot, tract or portions thereof situated in WINDCREST PHASE II but such restrictions, covenants and vendor's liens shall be enforceable against and apply to all or any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure and all remedies herein set forth shall be available and enforceable for any violation of the restrictions, covenants or vendor's liens herein contained, occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

L. Acceptance of Declaration

1. Each purchaser and grantee of each lot, tract or parcel subject to the restrictions, covenants and liens set forth herein, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to each and all the restrictions and covenants and liens herein contained, as well as the rights and powers of the Grantors or the Committee, and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Grantors or in the Committee, and to and with the owners and subsequent grantees of each and every other lot, tract or parcel situated in WINDCREST PHASE II, to keep, observe, comply with and perform said restrictions and covenants and be subject to the liens all as set forth herein.

M. Non-Waiver

1. No delay or omission on the part of the Grantors or the owner or owners of any lot, tract or parcel of land situated in WINDCREST PHASE II, in exercising or enforcing any lien, right, power or remedy, herein provided for in the event of any breach of any of the restrictions and or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against the Grantors or the Committee for or on account of its failure or neglect to exercise any right, such breach, or for imposing herein restrictions and covenants and liens which may be unenforceable.

N. 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, 2020, or on the commencement of any successive ten-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-year

OFFICIAL RECORDS

VOL 0340 PAGE 772

period for which these restrictions would otherwise be in effect.

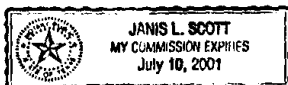
And the said Citizens National Bank does hereby declare that all indebtedness secured by the above described deed of trust lien shall be subordinate to the above described limitations, restrictions, covenants and conditions so placed upon said land by Denison Custom Homes, and said restrictions, covenants, limitations, and conditions shall take said 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 said indebtedness, the purchaser or purchasers at any, such sale or sales shall take such land, subject to said restrictions, limitations, covenants and conditions; but, any such purchaser shall acquire all the rights of the owners of said land, subject thereto. In connection with this subordination, it is hereby specifically provided that such subordination is made without warranty or guaranty in any way, and except as herein provided and subordinated, the lien held by the said InterFirst Bank-Victoria shall be and remain in full force and effect.

R. L. Denison, Jr. - OWNER - DENISON CUSTOM HOMES -
Citizens National Bank
London Jan Senior Vice President - CNB.
Harrie Jean Crutcher - CRUTCHER.

THE STATE OF TEXAS)

COUNTY OF VICTORIA (

This instrument was acknowledged before me on the 2nd day of June, 1998 by Randall Lau, Senior Vice-President of Citizens National Bank, on behalf of said corporation.



Janis L. Scott
 NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS)

COUNTY OF VICTORIA (

This instrument was acknowledged before me on the 5th day of June, 1998 by R. L. Denison, Jr., d/b/a Denison Custom Homes.



Janis L. Scott
 NOTARY PUBLIC, STATE OF TEXAS

OFFICIAL RECORDS 7

VOL 0340 PAGE 773

FILED

98 JUN 16 PM 2:29

Stal D. Fernal
COUNTY CLERK
VICTORIA COUNTY, TEXAS

by: Sylvia Garza, Deputy

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

JUN 16 1998



Stal D. Fernal
COUNTY CLERK, Victoria County, Texas

RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF VICTORIA §

WHEREAS, DENISON CUSTOM HOMES, subject to a Deed of Trust lien granted by Deed of Trust dated June 13, 1996 from Victoria Windcrest Development Corporation to Citizens National Bank, recorded in Volume 232, Page 207 of the Deed of Trust Records of Victoria County, Texas, is the owner of all of the lots and blocks in WINDCREST SUBDIVISION, PHASE II an addition to the City of Victoria, Victoria County, Texas, according to the established map and plat, thereof duly recorded in Volume 7, Page 199C of the Plat Records of Victoria County, Texas, to which reference is here made for all purposes.

*and a second Deed of Trust dated March 16, 1997 recorded in Volume 263, Page 001 of the Official Records of Victoria County, Texas.

WHEREAS, DENISON CUSTOM HOMES desires to Place of record certain restrictive covenants, conditions and limitations affecting all of the lots and blocks in said Windcrest Subdivision Phase II

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Denison Custom Homes, acting herein by and through Robert L. Denison Jr., its Owner, for the purpose of impressing upon the Properties hereinabove described and referred to the restrictive covenants and conditions hereinafter set out, being joined herein by the said Citizens National Bank, acting by and through its undersigned officer, hereunto duly authorized by Robert L. Denison Jr., 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 all other legal instruments whereby title and possession is, divested out of the present owner of the above described properties and is vested in any other person or persons, to all of which the aforesaid owner does hereby bind itself, as the fee owner of said properties all of said limitations, restrictions, covenants and conditions shall extend to all of the heirs, executors, administrators, assigns, devisees, lessees, successors and holders of every kind who may purchase or otherwise acquire any real property in the said Windcrest Subdivision Phase II from the owner thereof, and said owner expressly retains and reserves in every part, parcel and lot in said properties and proprietary right to enforcement and observance of all such limitations, restrictions, covenants and conditions.

I. RESERVATIONS

A. Title to all streets, drives, boulevards and other roadways, and to all 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 the utility systems now or hereafter deemed necessary by Grantor for all public utility purposes, including systems of electric light and power supply, telephone service, gas supply, water supply and sewer services, and such other utility services as may result 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 of 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 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.

E. Grantor reserves the right to make minor changes in and additions to all easements created

OFFICIAL RECORDS

VOL 0340 PAGE 764

hereby 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 assign, 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, alone or upon said easements or any part thereof to serve said property or any other portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality, other Governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Grantor.

H. It is further expressly agreed and understood that an underground telephone cable system will be installed in the subdivision. Each residence shall also be provided with conduit, pull wire and a 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. 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. Any portion of the subdivision, including streets, drives, boulevards and other roadways, as well as may be used for sales offices, sales purposes, guardhouses, and for other purposes deemed proper by the Architectural Standards Committee as hereinafter defined.

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 accomodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any improvements, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, in no event shall an easment for encroachment be created in favor of an owner or owners if said encroachment occurred due to the 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 easments 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 caves 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 lots 2 thru 12 and 14 thru 25 so that if it has one side abutting a side boundry 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 the said easements, both by the owner of the easment (the dominate 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 the 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 purpose of maintaining the lawn, landscaping and trees located in 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 a 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 run off. 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 purpose 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.

II. ADMINISTRATION

A. Grantor shall be responsible for the appointment of an ARCHITECTURAL STANDARDS COMMITTEE, hereinafter, called "the Committee." The Committee shall have the rights, powers and duties provided for herein. Until such time as Grantor has sold all of the residential lots in all Sections of WINDCREST within the boundaries shown on the preliminary plat of WINDCREST prepared by URBAN ENGINEERING, and approved by the City of Victoria Planning Commission. Grantor shall name the Members of the Committee.

B. The Committee shall function as the representative of the owners of the lots in the subdivision for the purpose herein set out as well as for all other purposes consistent with the creations and preservation of a first-class residential subdivision. The Committee shall, by way of illustration, enforce these Restrictions, act to approve or disapprove plans, publish architectural standards, guidelines, and perform such functions as herein provided. The Committee may delegate to an architect or architects such portions of the architectural aspects of subdivision control as they may deem appropriate, compensating such architect or architects by reasonable fees charged to lot owners for inspecting such plans.

C. Grantor and the Committee, as well as their agents, employees and architects, shall not be liable to any owner or any other party for any loss, claim, or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These Restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these Restrictions. No approval of plans and specifications and no publication of architectural standards guidelines shall ever be construed as presenting 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, 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, and the Committee, as well as their agents, employees and architects, shall have no liability under these Restrictions except for willful misdeeds.

OFFICIAL RECORDS

VOL 0340 PAGE 766

D. 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, of any residential lot in the subdivision until the complete plans and specifications and plot plan showing the location of the structure have been approved by the Committee or its designated coordinating architect in accordance with the following procedure:

1. One (1) complete set of plans drawn to scale and specifications shall be delivered to the architectural Committee. 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 setback restrictions. Such approval is to be based on the applicable requirements and restrictions set out herein.

2. If found to be in compliance with these restrictions, a letter of approval with any qualifications or modifications will be prepared for the countersignature 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, one set of such plans and specifications shall be returned marked "Disapproved." Disapproved plans and specifications shall be accompanied by a reasonable statement of items found not to comply with these Restrictions.

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

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

III. RESTRICTIONS

A. Residential Purpose

1. This subdivision shall be used for single family residence 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 succeeding paragraph.
3. Parts of two or more adjoining lots facing the same street in the same block may be designated as one home site, provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street.
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 operations; any such excluded 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, except roofs. Steps, terraces and planters outside of building lines will be permitted, however, provided that approval of the Committee is granted.

6. No garage or outbuilding on this property shall be used as a residence or living quarters, except by servants engaged on the premises or by members of the immediate family of 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; and any such temporary building or structure of any kind shall not be used other than for construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition.
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 Materials

1. The outer portion of the walls of the principal residence building including attached garage on any lot in the subdivision shall be composed of rock, brick or stone masonry, covering not less than 50% of the total outside wall area. This provision shall not apply to detached garages situated no nearer than forty (40) feet from the minimum set back line as shown on the recorded plat of the subdivision. Under no circumstances shall concrete or hollow-tile blocks, or asbestos siding be utilized as the outer portion of the walls of the residence or garage. Wood shingle or composition shingle (weighing a minimum of 300 pounds per 100 ft square) roofs shall be used on single family dwellings in the subdivision, or other types that meet the approval of the Architectural Committee. Lots 1 thru 25 of Block 1 _____ brick color, _____ exterior trim paint color.

C. Building Sizes and Construction

1. The living area of the main house or residential structure constructed as a one-story residence on Lots 1 thru 13 of Blk. 2 and Lots 1,2,3 of Blk. 3, exclusive of porches and garages, shall be not less than 1,800 square feet; and in the case of any residence of more than one story, the requirements as to living area shall be 2,000 (with a minimum of 1,000 sq ft on ground floor) square feet or more for both stories. No residence may exceed two stories in height above grade. Minimum 1,500 square feet for lots 1 thru 25 of Blk. 1 with a minimum of 700 square feet on bottom floor.
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 not less than two cars must be approved.

D. Building Locations

1. No building shall be erected on Lots 1 thru 13 of Blk. 2 and Lots 1,2,3 of Blk. 3 nearer to the front property line or nearer to the side street property line than the building lines shown on the recorded plat. In any event, no building shall be located less than 25 ft. nor more than 30 ft, from the front property line, or nearer than 15 ft. to any side street property line. No building shall be located nearer than 6 ft. to any interior side property line. In all cases, a garage or other permitted accessory building located 60 ft. or more from the front property line may be a minimum distance of 5 ft. from an interior side property line. No residential building may be closer than (see plat) to the rear property line and no building, even of a temporary nature, may be placed in a utility easement. If a building plot consists of more than one lot as shown on the recorded plat, then the interior lot line specified herein shall be the ownership boundary line.

OFFICIAL RECORDS

VOL 0340 PAGE 768

E. 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 alternate facing is authorized by the Committee.

F. Facing of Garages

1. Garages on corner lots may open directly toward and have driveway entrances from the side streets with a set-back of at least 15 feet from the side street property line.

G. Fences, Walls and Hedges

1. No fence, wall or hedge shall be placed on any lot in the subdivision nearer to any front or to any side street than is permitted for the house on said lot, (except as approved by Committee) and no fence, wall or hedge located between interior lot lines and building setback lines shall be higher than six feet (6 ft.) 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. 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 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 Grantors and such encroachment is wholly at the risk, and removal shall be solely at the expense, of the owner.
2. ALL PERIMETER LOTS shall have mandatory fence building and maintenance requirements along the back property lines. The Committee shall put forth guide lines for such fences and the maintenance thereof in order that the appearance of the subdivision shall remain uniform.

H. Driveways

1. All driveways shall be concrete and shall be constructed with a minimum width of ten feet (10 ft.). Drives shall meet City of Victoria specifications.

I. Walks

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

J. 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.
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 Committee may, but shall not be required to, remove such trees at owner's expense and shall not be liable for damages 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 of every kind on his lot, including any set-back 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 said tract; 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 said tract, including landscaping of any lots in said tract, 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 or advertising device of any kind may be placed or kept on any lot other than one name and/or number plate not exceeding 72 square inches in area and one sign for sale purposes subsequent to completion of a residence not exceeding 8 square feet in area. The latter sign must be a sign approved by the Committee. During construction, Contractor, Architects or lending institutions may place appropriate signs on the property.
9. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained except in the area surrounded by a six (6 ft.) foot privacy fence and the residence and not visible to the public.
10. No flag pole shall be permanently erected on any property unless approval has been obtained in writing from the Committee.
11. No golf cart, tent, mobile home, motor home, trailer of any kind or similar structure, and no trucks, campers, or boats 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, boats etc. 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 shelter or facilities maintained during, and used exclusively in connection, reconstruction or repair of any work or improvements.
12. No boat, trailer, motor home, mobile home, trailer house, equipment and/or storage buildings shall be parked in the driveway or yard in front of the wall line of the respective house, nor on the street for more than three (3) days in a fourteen (14) day period, nor shall any boat, trailer, motor home, mobile home, trailer house, equipment and/or storage buildings be parked or stored on any street in the subdivision for more than three (3) days in a fourteen (14) day period.
13. No excavation, except such as is necessary for the construction of improvements (including swimming pools), shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of the Committee.

OFFICIAL RECORDS

VOL 0340 PAGE 770

14. No antenna for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise. 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.
15. 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 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 improvement or to restrict the overhead distribution of three phase primary power supply to the subdivision by the utility company.
16. Each owner of a lot agrees for himself, his heirs, assigns or successors in interest that he will permit free and reasonable access by the owner of adjacent or adjoining lots containing a divisional wall, when such access is essential for the construction reconstruction, refinishing, repair, maintenance, or alteration of said divisional wall. The access shall be limited to an area five feet (5 ft.) in width along or parallel to the property line. Access shall only be at reasonable times and shall be permitted only after written notice has been given to the lot owner stating the purpose of the access. In no event shall such access be deemed to permit entry into the interior portions of any dwelling. Any damage caused by such access will be repaired at the expense of the owner causing such damage.
17. All gas meters shall be located behind the building setback line.
18. 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.
19. 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 land or any property adjoining the land.
20. 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 land, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the land and shall not affect or impair the remaining reservation, restrictions or other improvements hereof or parts thereof as to all the land.
21. Should any owner desire a minor variance from these restrictions concerning size of residence, set-back, garage or driveway location or other similar matter, application for variance shall be made to the committee under procedures set forth in architectural guidelines. The decision of the Committee shall be final and cannot be contested by the applying owner or any owner objecting to such variance, if variance is granted.

K. Remedies For Violations

1. All restrictions, covenants and liens herein contained shall be applicable to and binding upon all of the lots, tracts and parcels in WINDCREST PHASE II and the owners thereof, irrespective of the source of title of such owners, and all breaches, thereof, if continued for a period in excess of thirty (30) days (unless a shorter time is provided for herein) from and after the date that Grantors, the Committee for any other property owner or resident shall have notified in writing the owner or resident in possession of the lot, tract or parcel upon which or as to which such breach has been committed to refrain from the continuance of such action and to correct such breach, shall warrant the Grantors, the Committee or other lot, tract or parcel owner, to apply to any court of law or equity having jurisdiction thereof for an induction or other proper relief, and if such relief be granted by said court, all reasonable expenses in prosecuting such suit, including attorney's fees, shall be reimbursed by said lot, tract or parcel owner against whom such suit was so prosecuted.
2. Notwithstanding anything in the foregoing, no violation of the restrictions and covenants set forth or foreclosure of the vendor's liens created herein shall in any way defeat or render invalid the lien of any deed of trust or mortgage made in good faith for value as to any lot, tract or portions thereof situated in WINDCREST PHASE II but such restrictions, covenants and vendor's liens shall be enforceable against and apply to all or any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure and all remedies herein set forth shall be available and enforceable for any violation of the restrictions, covenants or vendor's liens herein contained, occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

L. Acceptance of Declaration

1. Each purchaser and grantee of each lot, tract or parcel subject to the restrictions, covenants and liens set forth herein, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to each and all the restrictions and covenants and liens herein contained, as well as the rights and powers of the Grantors or the Committee, and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Grantors or in the Committee, and to and with the owners and subsequent grantees of each and every other lot, tract or parcel situated in WINDCREST PHASE II, to keep, observe, comply with and perform said restrictions and covenants and be subject to the liens all as set forth herein.

M. Non-Waiver

1. No delay or omission on the part of the Grantors or the owner or owners of any lot, tract or parcel of land situated in WINDCREST PHASE II, in exercising or enforcing any lien, right, power or remedy, herein provided for in the event of any breach of any of the restrictions and or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against the Grantors or the Committee for or on account of its failure or neglect to exercise any right, such breach, or for imposing herein restrictions and covenants and liens which may be unenforceable.

N. 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, 2020, or on the commencement of any successive ten-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-year

OFFICIAL RECORDS

VOL 0340 PAGE 772

period for which these restrictions would otherwise be in effect.

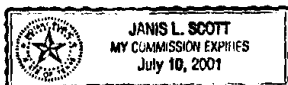
And the said Citizens National Bank does hereby declare that all indebtedness secured by the above described deed of trust lien shall be subordinate to the above described limitations, restrictions, covenants and conditions so placed upon said land by Denison Custom Homes, and said restrictions, covenants, limitations, and conditions shall take said 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 said indebtedness, the purchaser or purchasers at any, such sale or sales shall take such land, subject to said restrictions, limitations, covenants and conditions; but, any such purchaser shall acquire all the rights of the owners of said land, subject thereto. In connection with this subordination, it is hereby specifically provided that such subordination is made without warranty or guaranty in any way, and except as herein provided and subordinated, the lien held by the said InterFirst Bank-Victoria shall be and remain in full force and effect.

R. L. Denison, Jr. - OWNER - DENISON CUSTOM HOMES -
Citizens National Bank
London Jan Senior Vice President - CNB.
Harrie Jean Crutcher - CRUTCHER.

THE STATE OF TEXAS)

COUNTY OF VICTORIA (

This instrument was acknowledged before me on the 2nd day of June, 1998 by Randall Lau, Senior Vice-President of Citizens National Bank, on behalf of said corporation.



Janis L. Scott
 NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS)

COUNTY OF VICTORIA (

This instrument was acknowledged before me on the 5th day of June, 1998 by R. L. Denison, Jr., d/b/a Denison Custom Homes.



Janis L. Scott
 NOTARY PUBLIC, STATE OF TEXAS

OFFICIAL RECORDS

VOL 0340 PAGE 773

FILED

98 JUN 16 PM 2:29

Stel D. Fernal
COUNTY CLERK
VICTORIA COUNTY, TEXAS

by: Sylvia Garza, Deputy

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

JUN 16 1998



Stel D. Fernal
COUNTY CLERK, Victoria County, Texas

OFFICIAL RECORDS
Vol 0340 Page 763

RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF VICTORIA §

WHEREAS, DENISON CUSTOM HOMES, subject to a Deed of Trust lien granted by Deed of Trust dated June 13, 1996 from Victoria Windcrest Development Corporation to Citizens National Bank, recorded in Volume 232, Page 207 of the Deed of Trust Records of Victoria County, Texas, is the owner of all of the lots and blocks in WINDCREST SUBDIVISION, PHASE II an addition to the City of Victoria, Victoria County, Texas, according to the established map and plat, thereof duly recorded in Volume 7, Page 199C of the Plat Records of Victoria County, Texas, to which reference is here made for all purposes.

*and a second Deed of Trust dated March 16, 1997 recorded in Volume 263, Page 001 of the Official Records of Victoria County, Texas.

WHEREAS, DENISON CUSTOM HOMES desires to Place of record certain restrictive covenants, conditions and limitations affecting all of the lots and blocks in said Windcrest Subdivision Phase II

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Denison Custom Homes, acting herein by and through Robert L. Denison Jr., its Owner, for the purpose of impressing upon the Properties hereinabove described and referred to the restrictive covenants and conditions hereinafter set out, being joined herein by the said Citizens National Bank, acting by and through its undersigned officer, hereunto duly authorized by Robert L. Denison Jr., 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 all other legal instruments whereby title and possession is, divested out of the present owner of the above described properties and is vested in any other person or persons, to all of which the aforesaid owner does hereby bind itself, as the fee owner of said properties all of said limitations, restrictions, covenants and conditions shall extend to all of the heirs, executors, administrators, assigns, devisees, lessees, successors and holders of every kind who may purchase or otherwise acquire any real property in the said Windcrest Subdivision Phase II from the owner thereof, and said owner expressly retains and reserves in every part, parcel and lot in said properties and proprietary right to enforcement and observance of all such limitations, restrictions, covenants and conditions.

I. RESERVATIONS

A. Title to all streets, drives, boulevards and other roadways, and to all 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 the utility systems now or hereafter deemed necessary by Grantor for all public utility purposes, including systems of electric light and power supply, telephone service, gas supply, water supply and sewer services, and such other utility services as may result 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 of 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 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.

E. Grantor reserves the right to make minor changes in and additions to all easements created

OFFICIAL RECORDS

VOL 0340 PAGE 764

hereby 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 assign, 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, alone or upon said easements or any part thereof to serve said property or any other portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality, other Governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Grantor.

H. It is further expressly agreed and understood that an underground telephone cable system will be installed in the subdivision. Each residence shall also be provided with conduit, pull wire and a 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. 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. Any portion of the subdivision, including streets, drives, boulevards and other roadways, as well as may be used for sales offices, sales purposes, guardhouses, and for other purposes deemed proper by the Architectural Standards Committee as hereinafter defined.

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 accomodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any improvements, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, in no event shall an easment for encroachment be created in favor of an owner or owners if said encroachment occurred due to the 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 easments 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 caves 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 lots 2 thru 12 and 14 thru 25 so that if it has one side abutting a side boundry 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 the said easements, both by the owner of the easment (the dominate 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 the 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 purpose of maintaining the lawn, landscaping and trees located in 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 a 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 run off. 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 purpose 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.

II. ADMINISTRATION

A. Grantor shall be responsible for the appointment of an ARCHITECTURAL STANDARDS COMMITTEE, hereinafter, called "the Committee." The Committee shall have the rights, powers and duties provided for herein. Until such time as Grantor has sold all of the residential lots in all Sections of WINDCREST within the boundaries shown on the preliminary plat of WINDCREST prepared by URBAN ENGINEERING, and approved by the City of Victoria Planning Commission. Grantor shall name the Members of the Committee.

B. The Committee shall function as the representative of the owners of the lots in the subdivision for the purpose herein set out as well as for all other purposes consistent with the creations and preservation of a first-class residential subdivision. The Committee shall, by way of illustration, enforce these Restrictions, act to approve or disapprove plans, publish architectural standards, guidelines, and perform such functions as herein provided. The Committee may delegate to an architect or architects such portions of the architectural aspects of subdivision control as they may deem appropriate, compensating such architect or architects by reasonable fees charged to lot owners for inspecting such plans.

C. Grantor and the Committee, as well as their agents, employees and architects, shall not be liable to any owner or any other party for any loss, claim, or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These Restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these Restrictions. No approval of plans and specifications and no publication of architectural standards guidelines shall ever be construed as presenting 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, 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, and the Committee, as well as their agents, employees and architects, shall have no liability under these Restrictions except for willful misdeeds.

OFFICIAL RECORDS

VOL 0340 PAGE 766

D. 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, of any residential lot in the subdivision until the complete plans and specifications and plot plan showing the location of the structure have been approved by the Committee or its designated coordinating architect in accordance with the following procedure:

1. One (1) complete set of plans drawn to scale and specifications shall be delivered to the architectural Committee. 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 setback restrictions. Such approval is to be based on the applicable requirements and restrictions set out herein.

2. If found to be in compliance with these restrictions, a letter of approval with any qualifications or modifications will be prepared for the countersignature 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, one set of such plans and specifications shall be returned marked "Disapproved." Disapproved plans and specifications shall be accompanied by a reasonable statement of items found not to comply with these Restrictions.

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

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

III. RESTRICTIONS

A. Residential Purpose

1. This subdivision shall be used for single family residence 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 succeeding paragraph.
3. Parts of two or more adjoining lots facing the same street in the same block may be designated as one home site, provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street.
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 operations; any such excluded 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, except roofs. Steps, terraces and planters outside of building lines will be permitted, however, provided that approval of the Committee is granted.

6. No garage or outbuilding on this property shall be used as a residence or living quarters, except by servants engaged on the premises or by members of the immediate family of 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; and any such temporary building or structure of any kind shall not be used other than for construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition.
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 Materials

1. The outer portion of the walls of the principal residence building including attached garage on any lot in the subdivision shall be composed of rock, brick or stone masonry, covering not less than 50% of the total outside wall area. This provision shall not apply to detached garages situated no nearer than forty (40) feet from the minimum set back line as shown on the recorded plat of the subdivision. Under no circumstances shall concrete or hollow-tile blocks, or asbestos siding be utilized as the outer portion of the walls of the residence or garage. Wood shingle or composition shingle (weighing a minimum of 300 pounds per 100 ft square) roofs shall be used on single family dwellings in the subdivision, or other types that meet the approval of the Architectural Committee. Lots 1 thru 25 of Block 1 _____ brick color, _____ exterior trim paint color.

C. Building Sizes and Construction

1. The living area of the main house or residential structure constructed as a one-story residence on Lots 1 thru 13 of Blk. 2 and Lots 1,2,3 of Blk. 3, exclusive of porches and garages, shall be not less than 1,800 square feet; and in the case of any residence of more than one story, the requirements as to living area shall be 2,000 (with a minimum of 1,000 sq ft on ground floor) square feet or more for both stories. No residence may exceed two stories in height above grade. Minimum 1,500 square feet for lots 1 thru 25 of Blk. 1 with a minimum of 700 square feet on bottom floor.
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 not less than two cars must be approved.

D. Building Locations

1. No building shall be erected on Lots 1 thru 13 of Blk. 2 and Lots 1,2,3 of Blk. 3 nearer to the front property line or nearer to the side street property line than the building lines shown on the recorded plat. In any event, no building shall be located less than 25 ft. nor more than 30 ft, from the front property line, or nearer than 15 ft. to any side street property line. No building shall be located nearer than 6 ft. to any interior side property line. In all cases, a garage or other permitted accessory building located 60 ft. or more from the front property line may be a minimum distance of 5 ft. from an interior side property line. No residential building may be closer than (see plat) to the rear property line and no building, even of a temporary nature, may be placed in a utility easement. If a building plot consists of more than one lot as shown on the recorded plat, then the interior lot line specified herein shall be the ownership boundary line.

OFFICIAL RECORDS

VOL 0340 PAGE 768

E. 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 alternate facing is authorized by the Committee.

F. Facing of Garages

1. Garages on corner lots may open directly toward and have driveway entrances from the side streets with a set-back of at least 15 feet from the side street property line.

G. Fences, Walls and Hedges

1. No fence, wall or hedge shall be placed on any lot in the subdivision nearer to any front or to any side street than is permitted for the house on said lot, (except as approved by Committee) and no fence, wall or hedge located between interior lot lines and building setback lines shall be higher than six feet (6 ft.) 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. 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 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 Grantors and such encroachment is wholly at the risk, and removal shall be solely at the expense, of the owner.
2. ALL PERIMETER LOTS shall have mandatory fence building and maintenance requirements along the back property lines. The Committee shall put forth guide lines for such fences and the maintenance thereof in order that the appearance of the subdivision shall remain uniform.

H. Driveways

1. All driveways shall be concrete and shall be constructed with a minimum width of ten feet (10 ft.). Drives shall meet City of Victoria specifications.

I. Walks

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

J. 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.
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 Committee may, but shall not be required to, remove such trees at owner's expense and shall not be liable for damages 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 of every kind on his lot, including any set-back 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 said tract; 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 said tract, including landscaping of any lots in said tract, 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 or advertising device of any kind may be placed or kept on any lot other than one name and/or number plate not exceeding 72 square inches in area and one sign for sale purposes subsequent to completion of a residence not exceeding 8 square feet in area. The latter sign must be a sign approved by the Committee. During construction, Contractor, Architects or lending institutions may place appropriate signs on the property.
9. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained except in the area surrounded by a six (6 ft.) foot privacy fence and the residence and not visible to the public.
10. No flag pole shall be permanently erected on any property unless approval has been obtained in writing from the Committee.
11. No golf cart, tent, mobile home, motor home, trailer of any kind or similar structure, and no trucks, campers, or boats 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, boats etc. 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 shelter or facilities maintained during, and used exclusively in connection, reconstruction or repair of any work or improvements.
12. No boat, trailer, motor home, mobile home, trailer house, equipment and/or storage buildings shall be parked in the driveway or yard in front of the wall line of the respective house, nor on the street for more than three (3) days in a fourteen (14) day period, nor shall any boat, trailer, motor home, mobile home, trailer house, equipment and/or storage buildings be parked or stored on any street in the subdivision for more than three (3) days in a fourteen (14) day period.
13. No excavation, except such as is necessary for the construction of improvements (including swimming pools), shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of the Committee.

OFFICIAL RECORDS

VOL 0340 PAGE 770

14. No antenna for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise. 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.
15. 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 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 improvement or to restrict the overhead distribution of three phase primary power supply to the subdivision by the utility company.
16. Each owner of a lot agrees for himself, his heirs, assigns or successors in interest that he will permit free and reasonable access by the owner of adjacent or adjoining lots containing a divisional wall, when such access is essential for the construction reconstruction, refinishing, repair, maintenance, or alteration of said divisional wall. The access shall be limited to an area five feet (5 ft.) in width along or parallel to the property line. Access shall only be at reasonable times and shall be permitted only after written notice has been given to the lot owner stating the purpose of the access. In no event shall such access be deemed to permit entry into the interior portions of any dwelling. Any damage caused by such access will be repaired at the expense of the owner causing such damage.
17. All gas meters shall be located behind the building setback line.
18. 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.
19. 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 land or any property adjoining the land.
20. 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 land, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the land and shall not affect or impair the remaining reservation, restrictions or other improvements hereof or parts thereof as to all the land.
21. Should any owner desire a minor variance from these restrictions concerning size of residence, set-back, garage or driveway location or other similar matter, application for variance shall be made to the committee under procedures set forth in architectural guidelines. The decision of the Committee shall be final and cannot be contested by the applying owner or any owner objecting to such variance, if variance is granted.

K. Remedies For Violations

1. All restrictions, covenants and liens herein contained shall be applicable to and binding upon all of the lots, tracts and parcels in WINDCREST PHASE II and the owners thereof, irrespective of the source of title of such owners, and all breaches, thereof, if continued for a period in excess of thirty (30) days (unless a shorter time is provided for herein) from and after the date that Grantors, the Committee for any other property owner or resident shall have notified in writing the owner or resident in possession of the lot, tract or parcel upon which or as to which such breach has been committed to refrain from the continuance of such action and to correct such breach, shall warrant the Grantors, the Committee or other lot, tract or parcel owner, to apply to any court of law or equity having jurisdiction thereof for an induction or other proper relief, and if such relief be granted by said court, all reasonable expenses in prosecuting such suit, including attorney's fees, shall be reimbursed by said lot, tract or parcel owner against whom such suit was so prosecuted.
2. Notwithstanding anything in the foregoing, no violation of the restrictions and covenants set forth or foreclosure of the vendor's liens created herein shall in any way defeat or render invalid the lien of any deed of trust or mortgage made in good faith for value as to any lot, tract or portions thereof situated in WINDCREST PHASE II but such restrictions, covenants and vendor's liens shall be enforceable against and apply to all or any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure and all remedies herein set forth shall be available and enforceable for any violation of the restrictions, covenants or vendor's liens herein contained, occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

L. Acceptance of Declaration

1. Each purchaser and grantee of each lot, tract or parcel subject to the restrictions, covenants and liens set forth herein, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to each and all the restrictions and covenants and liens herein contained, as well as the rights and powers of the Grantors or the Committee, and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Grantors or in the Committee, and to and with the owners and subsequent grantees of each and every other lot, tract or parcel situated in WINDCREST PHASE II, to keep, observe, comply with and perform said restrictions and covenants and be subject to the liens all as set forth herein.

M. Non-Waiver

1. No delay or omission on the part of the Grantors or the owner or owners of any lot, tract or parcel of land situated in WINDCREST PHASE II, in exercising or enforcing any lien, right, power or remedy, herein provided for in the event of any breach of any of the restrictions and or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against the Grantors or the Committee for or on account of its failure or neglect to exercise any right, such breach, or for imposing herein restrictions and covenants and liens which may be unenforceable.

N. 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, 2020, or on the commencement of any successive ten-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-year

OFFICIAL RECORDS

VOL 0340 PAGE 772

period for which these restrictions would otherwise be in effect.

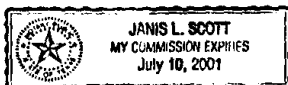
And the said Citizens National Bank does hereby declare that all indebtedness secured by the above described deed of trust lien shall be subordinate to the above described limitations, restrictions, covenants and conditions so placed upon said land by Denison Custom Homes, and said restrictions, covenants, limitations, and conditions shall take said 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 said indebtedness, the purchaser or purchasers at any, such sale or sales shall take such land, subject to said restrictions, limitations, covenants and conditions; but, any such purchaser shall acquire all the rights of the owners of said land, subject thereto. In connection with this subordination, it is hereby specifically provided that such subordination is made without warranty or guaranty in any way, and except as herein provided and subordinated, the lien held by the said InterFirst Bank-Victoria shall be and remain in full force and effect.

R. L. Denison, Jr. - OWNER - DENISON CUSTOM HOMES -
Citizens National Bank
London Jan Senior Vice President - CNB.
Harrie Jean Crutcher - CRUTCHER.

THE STATE OF TEXAS)

COUNTY OF VICTORIA (

This instrument was acknowledged before me on the 2nd day of June, 1998 by Randall Lau, Senior Vice-President of Citizens National Bank, on behalf of said corporation.



Janis L. Scott
 NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS)

COUNTY OF VICTORIA (

This instrument was acknowledged before me on the 5th day of June, 1998 by R. L. Denison, Jr., d/b/a Denison Custom Homes.



Janis L. Scott
 NOTARY PUBLIC, STATE OF TEXAS

OFFICIAL RECORDS 7

VOL 0340 PAGE 773

FILED

98 JUN 16 PM 2:29

Stal D. Fernal
COUNTY CLERK
VICTORIA COUNTY, TEXAS

by: Sylvia Garza, Deputy

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

JUN 16 1998



Stal D. Fernal
COUNTY CLERK, Victoria County, Texas

OFFICIAL RECORDS
Vol 0340 Page 763

RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF VICTORIA §

WHEREAS, DENISON CUSTOM HOMES, subject to a Deed of Trust lien granted by Deed of Trust dated June 13, 1996 from Victoria Windcrest Development Corporation to Citizens National Bank, recorded in Volume 232, Page 207 of the Deed of Trust Records of Victoria County, Texas, is the owner of all of the lots and blocks in WINDCREST SUBDIVISION, PHASE II an addition to the City of Victoria, Victoria County, Texas, according to the established map and plat, thereof duly recorded in Volume 7, Page 199C of the Plat Records of Victoria County, Texas, to which reference is here made for all purposes.

*and a second Deed of Trust dated March 16, 1997 recorded in Volume 263, Page 001 of the Official Records of Victoria County, Texas.

WHEREAS, DENISON CUSTOM HOMES desires to Place of record certain restrictive covenants, conditions and limitations affecting all of the lots and blocks in said Windcrest Subdivision Phase II

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Denison Custom Homes, acting herein by and through Robert L. Denison Jr., its Owner, for the purpose of impressing upon the Properties hereinabove described and referred to the restrictive covenants and conditions hereinafter set out, being joined herein by the said Citizens National Bank, acting by and through its undersigned officer, hereunto duly authorized by Robert L. Denison Jr., 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 all other legal instruments whereby title and possession is, divested out of the present owner of the above described properties and is vested in any other person or persons, to all of which the aforesaid owner does hereby bind itself, as the fee owner of said properties all of said limitations, restrictions, covenants and conditions shall extend to all of the heirs, executors, administrators, assigns, devisees, lessees, successors and holders of every kind who may purchase or otherwise acquire any real property in the said Windcrest Subdivision Phase II from the owner thereof, and said owner expressly retains and reserves in every part, parcel and lot in said properties and proprietary right to enforcement and observance of all such limitations, restrictions, covenants and conditions.

I. RESERVATIONS

A. Title to all streets, drives, boulevards and other roadways, and to all 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 the utility systems now or hereafter deemed necessary by Grantor for all public utility purposes, including systems of electric light and power supply, telephone service, gas supply, water supply and sewer services, and such other utility services as may result 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 of 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 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.

E. Grantor reserves the right to make minor changes in and additions to all easements created

OFFICIAL RECORDS

VOL 0340 PAGE 764

hereby 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 assign, 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, alone or upon said easements or any part thereof to serve said property or any other portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality, other Governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Grantor.

H. It is further expressly agreed and understood that an underground telephone cable system will be installed in the subdivision. Each residence shall also be provided with conduit, pull wire and a 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. 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. Any portion of the subdivision, including streets, drives, boulevards and other roadways, as well as may be used for sales offices, sales purposes, guardhouses, and for other purposes deemed proper by the Architectural Standards Committee as hereinafter defined.

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 accomodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any improvements, or any other cause. There shall be easments for the maintenance of said encroachment, settling or shifting; provided, however, in no event shall an easment for encroachment be created in favor of an owner or owners if said encroachment occurred due to the 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 easments 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 caves 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 lots 2 thru 12 and 14 thru 25 so that if it has one side abutting a side boundry 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 the said easements, both by the owner of the easment (the dominate 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 the 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 purpose of maintaining the lawn, landscaping and trees located in 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 a 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 run off. 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 purpose 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.

II. ADMINISTRATION

A. Grantor shall be responsible for the appointment of an ARCHITECTURAL STANDARDS COMMITTEE, hereinafter, called "the Committee." The Committee shall have the rights, powers and duties provided for herein. Until such time as Grantor has sold all of the residential lots in all Sections of WINDCREST within the boundaries shown on the preliminary plat of WINDCREST prepared by URBAN ENGINEERING, and approved by the City of Victoria Planning Commission. Grantor shall name the Members of the Committee.

B. The Committee shall function as the representative of the owners of the lots in the subdivision for the purpose herein set out as well as for all other purposes consistent with the creations and preservation of a first-class residential subdivision. The Committee shall, by way of illustration, enforce these Restrictions, act to approve or disapprove plans, publish architectural standards, guidelines, and perform such functions as herein provided. The Committee may delegate to an architect or architects such portions of the architectural aspects of subdivision control as they may deem appropriate, compensating such architect or architects by reasonable fees charged to lot owners for inspecting such plans.

C. Grantor and the Committee, as well as their agents, employees and architects, shall not be liable to any owner or any other party for any loss, claim, or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These Restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these Restrictions. No approval of plans and specifications and no publication of architectural standards guidelines shall ever be construed as presenting 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, 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, and the Committee, as well as their agents, employees and architects, shall have no liability under these Restrictions except for willful misdeeds.

OFFICIAL RECORDS

VOL 0340 PAGE 766

D. 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, of any residential lot in the subdivision until the complete plans and specifications and plot plan showing the location of the structure have been approved by the Committee or its designated coordinating architect in accordance with the following procedure:

1. One (1) complete set of plans drawn to scale and specifications shall be delivered to the architectural Committee. 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 setback restrictions. Such approval is to be based on the applicable requirements and restrictions set out herein.

2. If found to be in compliance with these restrictions, a letter of approval with any qualifications or modifications will be prepared for the countersignature 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, one set of such plans and specifications shall be returned marked "Disapproved." Disapproved plans and specifications shall be accompanied by a reasonable statement of items found not to comply with these Restrictions.

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

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

III. RESTRICTIONS

A. Residential Purpose

1. This subdivision shall be used for single family residence 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 succeeding paragraph.
3. Parts of two or more adjoining lots facing the same street in the same block may be designated as one home site, provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street.
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 operations; any such excluded 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, except roofs. Steps, terraces and planters outside of building lines will be permitted, however, provided that approval of the Committee is granted.

6. No garage or outbuilding on this property shall be used as a residence or living quarters, except by servants engaged on the premises or by members of the immediate family of 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; and any such temporary building or structure of any kind shall not be used other than for construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition.
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 Materials

1. The outer portion of the walls of the principal residence building including attached garage on any lot in the subdivision shall be composed of rock, brick or stone masonry, covering not less than 50% of the total outside wall area. This provision shall not apply to detached garages situated no nearer than forty (40) feet from the minimum set back line as shown on the recorded plat of the subdivision. Under no circumstances shall concrete or hollow-tile blocks, or asbestos siding be utilized as the outer portion of the walls of the residence or garage. Wood shingle or composition shingle (weighing a minimum of 300 pounds per 100 ft square) roofs shall be used on single family dwellings in the subdivision, or other types that meet the approval of the Architectural Committee. Lots 1 thru 25 of Block 1 _____ brick color, _____ exterior trim paint color.

C. Building Sizes and Construction

1. The living area of the main house or residential structure constructed as a one-story residence on Lots 1 thru 13 of Blk. 2 and Lots 1,2,3 of Blk. 3, exclusive of porches and garages, shall be not less than 1,800 square feet; and in the case of any residence of more than one story, the requirements as to living area shall be 2,000 (with a minimum of 1,000 sq ft on ground floor) square feet or more for both stories. No residence may exceed two stories in height above grade. Minimum 1,500 square feet for lots 1 thru 25 of Blk. 1 with a minimum of 700 square feet on bottom floor.
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 not less than two cars must be approved.

D. Building Locations

1. No building shall be erected on Lots 1 thru 13 of Blk. 2 and Lots 1,2,3 of Blk. 3 nearer to the front property line or nearer to the side street property line than the building lines shown on the recorded plat. In any event, no building shall be located less than 25 ft. nor more than 30 ft, from the front property line, or nearer than 15 ft. to any side street property line. No building shall be located nearer than 6 ft. to any interior side property line. In all cases, a garage or other permitted accessory building located 60 ft. or more from the front property line may be a minimum distance of 5 ft. from an interior side property line. No residential building may be closer than (see plat) to the rear property line and no building, even of a temporary nature, may be placed in a utility easement. If a building plot consists of more than one lot as shown on the recorded plat, then the interior lot line specified herein shall be the ownership boundary line.

OFFICIAL RECORDS

VOL 0340 PAGE 768

E. 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 alternate facing is authorized by the Committee.

F. Facing of Garages

1. Garages on corner lots may open directly toward and have driveway entrances from the side streets with a set-back of at least 15 feet from the side street property line.

G. Fences, Walls and Hedges

1. No fence, wall or hedge shall be placed on any lot in the subdivision nearer to any front or to any side street than is permitted for the house on said lot, (except as approved by Committee) and no fence, wall or hedge located between interior lot lines and building setback lines shall be higher than six feet (6 ft.) 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. 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 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 Grantors and such encroachment is wholly at the risk, and removal shall be solely at the expense, of the owner.
2. ALL PERIMETER LOTS shall have mandatory fence building and maintenance requirements along the back property lines. The Committee shall put forth guide lines for such fences and the maintenance thereof in order that the appearance of the subdivision shall remain uniform.

H. Driveways

1. All driveways shall be concrete and shall be constructed with a minimum width of ten feet (10 ft.). Drives shall meet City of Victoria specifications.

I. Walks

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

J. 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.
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 Committee may, but shall not be required to, remove such trees at owner's expense and shall not be liable for damages 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 of every kind on his lot, including any set-back 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 said tract; 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 said tract, including landscaping of any lots in said tract, 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 or advertising device of any kind may be placed or kept on any lot other than one name and/or number plate not exceeding 72 square inches in area and one sign for sale purposes subsequent to completion of a residence not exceeding 8 square feet in area. The latter sign must be a sign approved by the Committee. During construction, Contractor, Architects or lending institutions may place appropriate signs on the property.
9. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained except in the area surrounded by a six (6 ft.) foot privacy fence and the residence and not visible to the public.
10. No flag pole shall be permanently erected on any property unless approval has been obtained in writing from the Committee.
11. No golf cart, tent, mobile home, motor home, trailer of any kind or similar structure, and no trucks, campers, or boats 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, boats etc. 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 shelter or facilities maintained during, and used exclusively in connection, reconstruction or repair of any work or improvements.
12. No boat, trailer, motor home, mobile home, trailer house, equipment and/or storage buildings shall be parked in the driveway or yard in front of the wall line of the respective house, nor on the street for more than three (3) days in a fourteen (14) day period, nor shall any boat, trailer, motor home, mobile home, trailer house, equipment and/or storage buildings be parked or stored on any street in the subdivision for more than three (3) days in a fourteen (14) day period.
13. No excavation, except such as is necessary for the construction of improvements (including swimming pools), shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of the Committee.

OFFICIAL RECORDS

VOL 0340 PAGE 770

14. No antenna for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise. 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.
15. 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 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 improvement or to restrict the overhead distribution of three phase primary power supply to the subdivision by the utility company.
16. Each owner of a lot agrees for himself, his heirs, assigns or successors in interest that he will permit free and reasonable access by the owner of adjacent or adjoining lots containing a divisional wall, when such access is essential for the construction reconstruction, refinishing, repair, maintenance, or alteration of said divisional wall. The access shall be limited to an area five feet (5 ft.) in width along or parallel to the property line. Access shall only be at reasonable times and shall be permitted only after written notice has been given to the lot owner stating the purpose of the access. In no event shall such access be deemed to permit entry into the interior portions of any dwelling. Any damage caused by such access will be repaired at the expense of the owner causing such damage.
17. All gas meters shall be located behind the building setback line.
18. 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.
19. 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 land or any property adjoining the land.
20. 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 land, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the land and shall not affect or impair the remaining reservation, restrictions or other improvements hereof or parts thereof as to all the land.
21. Should any owner desire a minor variance from these restrictions concerning size of residence, set-back, garage or driveway location or other similar matter, application for variance shall be made to the committee under procedures set forth in architectural guidelines. The decision of the Committee shall be final and cannot be contested by the applying owner or any owner objecting to such variance, if variance is granted.

K. Remedies For Violations

1. All restrictions, covenants and liens herein contained shall be applicable to and binding upon all of the lots, tracts and parcels in WINDCREST PHASE II and the owners thereof, irrespective of the source of title of such owners, and all breaches, thereof, if continued for a period in excess of thirty (30) days (unless a shorter time is provided for herein) from and after the date that Grantors, the Committee for any other property owner or resident shall have notified in writing the owner or resident in possession of the lot, tract or parcel upon which or as to which such breach has been committed to refrain from the continuance of such action and to correct such breach, shall warrant the Grantors, the Committee or other lot, tract or parcel owner, to apply to any court of law or equity having jurisdiction thereof for an induction or other proper relief, and if such relief be granted by said court, all reasonable expenses in prosecuting such suit, including attorney's fees, shall be reimbursed by said lot, tract or parcel owner against whom such suit was so prosecuted.
2. Notwithstanding anything in the foregoing, no violation of the restrictions and covenants set forth or foreclosure of the vendor's liens created herein shall in any way defeat or render invalid the lien of any deed of trust or mortgage made in good faith for value as to any lot, tract or portions thereof situated in WINDCREST PHASE II but such restrictions, covenants and vendor's liens shall be enforceable against and apply to all or any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure and all remedies herein set forth shall be available and enforceable for any violation of the restrictions, covenants or vendor's liens herein contained, occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

L. Acceptance of Declaration

1. Each purchaser and grantee of each lot, tract or parcel subject to the restrictions, covenants and liens set forth herein, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to each and all the restrictions and covenants and liens herein contained, as well as the rights and powers of the Grantors or the Committee, and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Grantors or in the Committee, and to and with the owners and subsequent grantees of each and every other lot, tract or parcel situated in WINDCREST PHASE II, to keep, observe, comply with and perform said restrictions and covenants and be subject to the liens all as set forth herein.

M. Non-Waiver

1. No delay or omission on the part of the Grantors or the owner or owners of any lot, tract or parcel of land situated in WINDCREST PHASE II, in exercising or enforcing any lien, right, power or remedy, herein provided for in the event of any breach of any of the restrictions and or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against the Grantors or the Committee for or on account of its failure or neglect to exercise any right, such breach, or for imposing herein restrictions and covenants and liens which may be unenforceable.

N. 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, 2020, or on the commencement of any successive ten-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-year

OFFICIAL RECORDS

VOL 0340 PAGE 772

period for which these restrictions would otherwise be in effect.

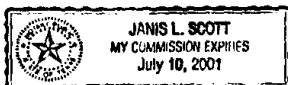
And the said Citizens National Bank does hereby declare that all indebtedness secured by the above described deed of trust lien shall be subordinate to the above described limitations, restrictions, covenants and conditions so placed upon said land by Denison Custom Homes, and said restrictions, covenants, limitations, and conditions shall take said 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 said indebtedness, the purchaser or purchasers at any, such sale or sales shall take such land, subject to said restrictions, limitations, covenants and conditions; but, any such purchaser shall acquire all the rights of the owners of said land, subject thereto. In connection with this subordination, it is hereby specifically provided that such subordination is made without warranty or guaranty in any way, and except as herein provided and subordinated, the lien held by the said InterFirst Bank-Victoria shall be and remain in full force and effect.

R. L. Denison, Jr. - OWNER - DENISON CUSTOM HOMES -
Citizens National Bank
London Jan Senior Vice President - CNB.
Harrie Jean Crutcher - CRUTCHER.

THE STATE OF TEXAS)

COUNTY OF VICTORIA (

This instrument was acknowledged before me on the 2nd day of June, 1998 by Randall Lau, Senior Vice-President of Citizens National Bank, on behalf of said corporation.



Janis L. Scott
 NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS)

COUNTY OF VICTORIA (

This instrument was acknowledged before me on the 5th day of June, 1998 by R. L. Denison, Jr., d/b/a Denison Custom Homes.



Janis L. Scott
 NOTARY PUBLIC, STATE OF TEXAS

OFFICIAL RECORDS

VOL 0340 PAGE 773

FILED

98 JUN 16 PM 2:29

Stal D. Fernal
COUNTY CLERK
VICTORIA COUNTY, TEXAS

by: Sylvia Garza, Deputy

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

JUN 16 1998



Stal D. Fernal
COUNTY CLERK, Victoria County, Texas