



WINDCREST VI SUBDIVISION RESTRICTIONS

Subdivision Restrictions

Subdivision Restrictions for Windcrest VI

Covenants and Restrictions

1. The covenants and restrictions for The [REDACTED] Subdivision are designed so the residents may enjoy the peace and beauty of the subdivision without the nuisances that may be associated with subdivisions where no restrictions exist. The intent is that residents will respect each other's right to privacy, peace, and quiet by not allowing activity on their property that might disturb others and by maintaining their property in such a manner as to not distract from the aesthetic beauty of the subdivision.
2. As a condition of sale (or resale) the prospective owner shall be presented with a copy of these Covenants and Restrictions, a copy which must be signed and shall become a part of the deed and shall be recorded in the appropriate county offices to insure that these covenants and restrictions run perpetual with the subdivision.
3. All property owners shall be charged with the responsibility of enforcing these Covenants and Restrictions. As far as new construction on any residence, the minimum square footage of the living area is 1,500 sq. ft. All homes shall include a two car garage and must be at least 75% brick, stone or stucco.
4. Variances and exceptions to these Covenants and Restrictions may be granted by the home owners association on a case by case basis. Members requesting a variance or exception shall contact the home owners association.
5. The developer may initiate other restrictions on properties until such time as all lots are sold in the affected phase of development.
6. All residents and property owners shall abide by all Covenants and Restrictions contained herein. At the discretion of the property owners (home owners assoc.), violators shall be prosecuted. It shall be the duty of the home owners assoc. or current residence's to informally mitigate any violations of the Covenants and Restrictions by contacting the affected owner and informing him/her/them of the violation and requesting prompt remediation of the violation(s). Should the owner fail to comply the Property owners (home owners assoc.) will seek formal remediation of violations at the owner's expense through legal means.
7. Residential properties shall be used solely for residential purposes. This restriction does not prevent residents from maintaining "home offices" for their businesses, except that no signs advertising the presence of such businesses may be placed anywhere inside the development, except signs or advertisements on the owner's vehicle(s). The intent of this section is to preserve the residential nature and to restrict the access of commercial vehicle traffic to the development.
8. Lots shall not be subdivided to any size smaller than the size of the lot platted at the time of the sale by the developer.
9. Each lot shall be restricted to a maximum of one primary residence. If desired, a garage/shop and other outbuildings conforming in general style to the main residence may be built using the same materials as the residence. No building, however, shall be erected any closer than 5 feet of the side property lines.
10. If fencing is desired by the owner of any residence, the fence shall be of wood, masonry, or wrought iron, or wire, except barbed wire shall not be used as fencing material nor used as accessory to any fence.
11. No fences or walls shall be built in front of the main residence. Fencing cannot be constructed to a point on the lot beyond the front corners of the residence. It is permissible for the fence to be constructed on the property line on either side/or both sides of the home and on the rear property line.

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12. If a swimming pool or any other similar pool of water is constructed on the premises, whether in ground or above ground, except a child's wading pool, be it understood, furthermore, that all swimming pools or other similar bodies of water within the subdivision shall be fenced by approved materials in order to provide a safer environment for the residents.
13. The speed limit within the boundaries of The Heights shall not exceed 30 miles per hour.
14. The operation of off-road bikes, ATV's (4-wheelers, 3-wheelers, etc.), unlicensed vehicles, and unmuffled vehicles is strictly prohibited within the development, except for the ingress and egress of such vehicles and except for the operation of construction equipment required for approved construction and maintenance of facilities.
15. Semi-trucks and other large trucks (vehicles with more than four wheels, except for school buses, recreational vehicles, moving vans, pickups, etc.) shall not be operated within the development, except for those vehicles required for the construction and maintenance of approved facilities within the development.
16. All RV's, boats, horse trailers, campers, etc., must be parked behind the fence of primary residence or garaged in such a manner as to substantially shield them from view from the front of the lot.
17. Except for temporary conveniences, vehicles shall be parked only in the driveway serving the lot or in carports, garages, or behind the primary residence. No parking shall be permitted on any roadway except temporarily for social gatherings or other functions.
18. No inoperable or disabled vehicles, machinery, equipment, appliances, or furnishings shall be permitted on the premises unless hidden from view from the front of the residence, nor shall the disassembly and assembly of motor vehicles and other mechanical devices which might tend to cause unsightly or unkempt conditions be pursued or undertaken unless obscured from the front view of the home.
19. The operation of "Boom Box Type" vehicle sound systems, or any other type of sound system, that disturbs the quiet nature of the subdivision shall be absolutely prohibited.
20. No trailers, double wide's, shacks, portable garages or other similar structures shall be erected on said lots, except for those that may be used by the builder's during the construction period.
21. No billboards or advertising signs shall be erected, placed, or maintained on any said lot except for one "For Sale" or one "For Rent" sign which shall be no larger than two feet by two feet (2' x 2').
22. Gardening activities (defined as growing produce) shall be confined to side yards and back yards.
23. For the protection of residents (particularly small children) and their pets, all outside pets must be confined to their owner's property within a fenced yard, and are absolutely prohibited from running loose in the neighborhood. No pet is permitted off the owner's property unless the animal is being transported or is properly leashed and controlled by the owner.
24. Vicious dog breeds such as Pit Bulls, Rottweilers, Doberman Pinschers, Wolf Hybrids, and the like are prohibited on any properties. No person shall knowingly keep or harbor any vicious dog of any breed or any other animal which might have a propensity to attack or harm any person walking or riding on streets within the subdivision.
25. Dogs (or possibly other animals) determined to be a noise nuisance at night shall be kept inside the residence or in an enclosed garage or other suitable structure between the hours of 10:00 P.M. and 7:00 A.M.
26. Pet owners are required to clean up after their animals. In no way shall pet waste be allowed to accumulate on any Heights property and become a noxious odor to the community.
27. Animals, livestock, or poultry of any kind shall not be raised, bred, or kept on any parcel.

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except that two (2) dogs, two (2) cats, or other domesticated household pets may be kept provided they are not boarded, stabled, kenneled, or bred for commercial purposes.

28. Swine, fowl, and livestock (cows, horses, sheep, goats, etc.) shall not be kept on any of The Height's properties.

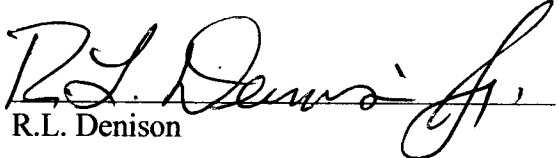
29. Debris of any type shall not be allowed to accumulate on the owner's lot. The owner of each residence shall be responsible for keeping the lot in good order and free of debris, including (but not limited to) the maintenance of the lawn and yard area in front of the residence to the shoulder of the street the pruning and trimming of shrubbery, and the painting and appropriate external care of all buildings in such a manner as to keep the neighborhood attractive.

30. No lot shall be used as a dumping ground for rubbish, trash, garbage, or other waste. All rubbish, trash, and garbage shall be kept in a covered container until disposed of by the owner or by the county. *This provision shall not be strictly enforced against any owner or contractor during the course of construction. The owner, however, shall take reasonable measures to maintain the lot free from rubbish and trash during the construction period.

31. The owner shall be responsible for the maintenance, cleaning, and other needs related to the water drainage ways within the property boundaries described in his/her deed as shown on the recorded plats. The owner shall keep drainage ways in a neat and orderly appearance free from refuse and debris at all times, and shall not alter, obstruct, or impede the flow of water along said drainage way.

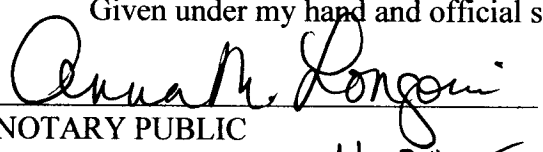
32. Owners of resident premises are responsible for the conduct of their guests, in that they shall require their guests to abide by all covenants and restrictions contained herein.

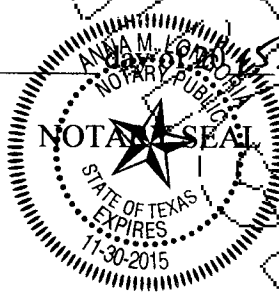
33. All improvements made on said lot shall be restricted to areas within the property lines as designated on the recorded plats of said lots. These improvements include, but are not limited to, the construction of mail boxes, walkways, landscaping, etc.


R.L. Denison

STATE OF TEXAS
VICTORIA COUNTY

I, the undersigned authority, a Notary Public in and for said County and State hereby certify that Robert L. Denison, Jr. who is known to make, acknowledged before me on this day that, being informed of the contents of the conveyance, have executed the same voluntarily.

Given under my hand and official seal this Aug. 7

NOTARY PUBLIC
My commission expires 11-30-15



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Heidi Casley

Heidi Easley, County Clerk
Victoria County Texas

August 07, 2015 09:06:26 AM

BETTYT

FEE: \$24.00
RST

201508675

ORIGINAL SCANNED &
RETURNED TO:

R. L. Denison

DATE *8-7-2015*

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