

STATE OF TEXAS       X  
COUNTY OF LIVE OAK   X

KNOW ALL MEN BY THESE PRESENTS:

RESTRICTIONS AND LIMITATIONS

SUNSET VILLA

1. RECORDING AND NOTICE HEREOF: This instrument shall be placed of record in the office of the County Clerk of Live Oak County, Texas, and when reference is made to such public record in contracts of sale, deeds and other legal instruments executed by the undersigned, their successors and assigns, conveying any lot, tract or interest in Sunset Villa such reference shall place all primary and subsequent purchasers and owners of such lot, tract or any interest therein on due notice of the full contents hereof as if this entire instrument were incorporated in such contracts, deeds or other instruments.

2. LAND USE AND BUILDING TYPE: All lots of said subdivision shall be used for single-family private residence purposes only. No industry or commercial activities will be permitted.

3. DWELLING TYPE, QUALITY AND SIZE:

- A. NEW CONSTRUCTION - All dwellings shall be of new construction and no dwelling exclusive of open porches, garages, carports and patios shall be permitted on any lot with less than 1200 square feet of ground floor area for a single story building nor less than 900 square feet of ground floor area for a building of more than one story. The exterior finish shall be at least 2/3 rds brick or masonry or other durable materials.
- B. RELOCATED DWELLINGS - No existing dwelling may be relocated or moved onto any lot in this subdivision.
- C. MOBILE HOMES - No mobile home shall be used as a residence on any lot in this subdivision.
- D. PLUMBING - All residences constructed on lots within this subdivision must have inside plumbing and septic tanks must be installed with approval of the City-County Health Department.

4. OUT BUILDINGS: All garages, barns, stables, storerooms, and other similar structures shall be of new construction and shall be in accordance with the other requirements herein.

5. BUILDING LOCATIONS: No building shall be located on any lot line or nearer to side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located nearer than fifty feet to the front lot line or nearer than thirty feet to any side street line, nor nearer than ten feet to any side or rear lot line. For the purpose of these covenants, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. A lot that abuts on more than one street shall be deemed to front on the street on which it has the smallest dimension and shall be built to front on such street except that the architectural control committee hereinafter provided for shall have the right to designate that the improvements constructed on any lot shall face diagonally or on the street having the longest dimension.

6. EASEMENTS: A franchise right as shown on the map of said subdivision is expressly reserved and dedicated to the public solely for the use and benefit of public utilities and drainage, the right of ingress and egress to lay, change, remove and repair utilities and drainage facilities in said easements being expressly provided for.

7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence temporarily unless it complies with the requirements set out in 3 above. No outside toilets may be kept on the property.

8. LIVESTOCK: It is the intent of these restrictions that horses, show cattle, sheep, show chickens and other livestock except hogs, peacocks and quinea fowl may be kept on the lots within this subdivision provided they are located and kept in a manner satisfactory to the Architectural Control Committee

All outbuildings such as barns, pens, coops, stables and sheds must be approved by the Architectural Control Committee and must be located on the rear half of lots.

All livestock must be fenced to prevent their running loose and all fowls must be kept in completely enclosed pens.

All fences must be of new construction and their design, location and material must be approved by the Architectural Control Committee prior to construction.

No feed lot operations will be allowed on any lot within this subdivision.

9. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one For Sale sign of not more than one square foot. These restrictions shall not apply to signs used by the builder during the construction and sales period.

10. LOT SIZE REDUCTION: No lot in this subdivision may be subdivided or reduced in area in any manner.

11. GARBAGE AND DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Any rubbish, trash, garbage, or other waste shall not be kept on any lot except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. ARCHITECTURAL CONTROL: No building or fence shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of Charles Daws and Virginia Cope. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee,

nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative fails to approve within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

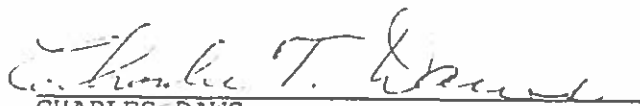
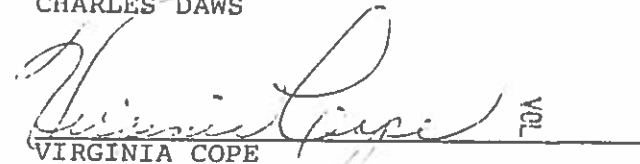
13. TERM: These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten years unless an instrument in writing signed by a majority of then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Vol. 289 p. 3

14. ENFORCEMENT: The restrictions herein set forth shall be binding upon its successors and assigns, and all parties claiming by, through or under it, and all subsequent owners of property in said subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions; provided, however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of said property. The violation of any such restrictions, covenants or conditions shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby; subject, nevertheless, to the restrictions, covenants and conditions herein mentioned.

CHARLES DAWS and VIRGINIA COPE, or the owner of any one or more lots in Sunset Villa shall have the right to enforce observance and performance of such restrictions, covenants and conditions herein mentioned, and in order to prevent a breach or to enforce the observance or performance of same shall have the right, in addition to all other legal remedies, to an injunction, either prohibitive or mandatory.

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

IN TESTIMONY THEREOF, Executed this the 10 day of December, 1977.

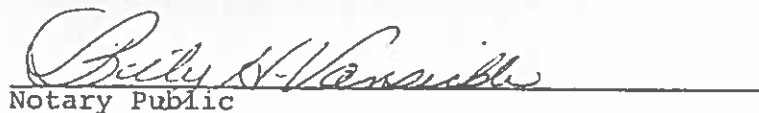
  
CHARLES DAWS  
  
VIRGINIA COPE

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THE STATE OF TEXAS X  
COUNTY OF SAN PATRICIO X

BEFORE ME, a Notary Public, on this day personally appeared CHARLES DAWS, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

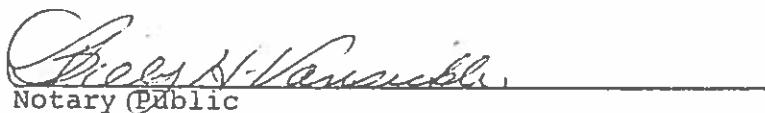
GIVEN under my hand and seal of office this 10 day of December, 1977.

  
Notary Public

THE STATE OF TEXAS X  
COUNTY OF SAN PATRICIO X

BEFORE ME, a Notary Public, on this day personally appeared VIRGINIA COPE, known to me to be the person whose name is subscribed to the foregoing instrument and she acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 10 day of December, 1977.

  
Notary Public