

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

COPY

THE STATE OF TEXAS }  
COUNTY OF VICTORIA }

KNOW ALL MEN BY THESE PRESENTS:

THAT LANDMARK RESIDENTIAL, INC., Texas Corporation, acting herein by and through its duly authorized officers, hereinafter called "Grantor", being the owner of 16.408 acres described on the plat referred to below, said property being located in Victoria County, Texas, which has heretofore been platted into that certain subdivision known as THE LAKES OF COLONY CREEK, hereinafter called "the Subdivision", according to the plat of the Subdivision recorded in Volume 7, Page 187C&D, of the Map and Plat Records of Victoria County, Texas, reference to said plat and the record thereof being here made for all purposes; desiring to create and carry out a uniform plan for the improvement, development, sale and use of all of the lots in the Subdivision for the benefit of the present and future owners of the lots, DOES HEREBY ADOPT AND ESTABLISH THE FOLLOWING RESERVATIONS, RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND STIPULATIONS APPLICABLE TO AND GOVERNING THE USE, OCCUPANCY AND CONVEYANCE OF THE SUBDIVISION AND LOTS THEREIN:

I. RESERVATIONS

A. Title to all streets, drives, boulevards, roadways and 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 all utility systems now or hereafter deemed necessary by Grantor for all public utility purposes, including systems of electric light and power supply, telephone service, cable television, gas supply, water supply and sewer services. Such systems shall also include systems for utilization of services resulting from advances in science and technology.

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

D. Subject to the foregoing, Grantor hereby DEDICATES TO THE USE OF THE PUBLIC 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 for the purpose of most efficiently and economically installing utility systems.

F. Neither Grantor nor any utility company using the utility easements shall be liable for any damages done by them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

G. It is expressly agreed and understood that the title conveyed by Grantor to any lot or parcel of land in the Subdivision

by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under Grantor or its agents or Public utility companies through, along or upon said easements or any part thereof to serve said property or any other portions of the Subdivision. The right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved to grantor.

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

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

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

## II. ARCHITECTURAL CONTROL

Grantor, as well as its agents, employees, architects, or the Committee, shall not be liable to any owner or any other party for any loss, claim or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. The provisions of this document can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to those contained herein. No approval of plans and specifications and no publication of architectural standards guidelines shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be

## OFFICIAL RECORDS

VOL 244 PAGE 592

construed as representing or guaranteeing that any residence will be built in a good and workmanlike manner. The acceptance of a deed to a residential lot in the Subdivision shall be deemed a covenant and agreement on the part of the grantee and the grantee's heirs, successors and assigns, that Grantor, as well as its agents, employees and architects shall have no liability under this document except for willful misdeeds.

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

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

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

NOTICE: THIS PROVISION ALSO APPLIES TO ALL FUTURE IMPROVEMENTS, ALTERATIONS AND MAINTENANCE OF PROPERTIES IN THIS SUBDIVISION, INCLUDING BUT NOT LIMITED TO FENCING, WALLS, OR SCREENING, LANDSCAPING, STRUCTURAL ADDITIONS OR ALTERATIONS, CHANGE OF COLORS, TEXTURES, OR MATERIALS, DECKS, PATIOS, LIGHTING SYSTEMS, DRIVEWAYS, PARKING AND WALKWAYS, MAILBOXES, OUT BUILDINGS, DOG HOUSES OR PENS, OR ANY OTHER ITEM THAT CHANGES THE PHYSICAL APPEARANCE OF THE PROPERTY FROM THE DATE PLANS FOR THE ORIGINAL CONSTRUCTION WERE APPROVED.

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

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

(3) the plans and specifications submitted are incomplete; (4) the committee deems the plans, specifications, or details or any part hereof to be contrary to the interest, welfare or rights of owners of the lots covered hereby. The decisions of the Committee shall be final.

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

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

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

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

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

H. The Committee shall from time to time promulgate and publish Architectural Standards and Guidelines. A copy of the Guidelines in effect at the time will be furnished to Owners and builders 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 private single family residences only.

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

3. Parts of two or more adjoining lots facing the same street in the same block may be designated as one home site, provided the lot size is approved by the Committee.

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 to which the general public is invited; and to exclude any development operations or drilling for oil, gas or other minerals or any

# OFFICIAL RECORDS

VOL. 244 PAGE 594

quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operation. Any usage of the Subdivision, not otherwise herein authorized, is hereby expressly prohibited.

5. 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 immediate family or occupants. A garage shall be used solely by the owner or occupant of the lot upon which the garage is located.

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

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

8. No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in a condition of at least the level of the other properties in the Subdivision, adequately painted or otherwise maintained.

## B. Building Sizes and Construction

1. The living area of the main house or residential structure, exclusive of porches and garages, shall be not less than 2000 square feet. Residences under 2000 square feet of living area will be considered for approval by the Committee if the total building area, including covered porches, balconies, garages, porte-cocheres, etc., give the residence the appearance of a much larger home. No residence may exceed two stories in height.

2. No garage may be greater in height or number of stories than the residence for which it is built. Garages of sufficient size to accommodate no less than two cars must be provided. Carports and porte-cocheres, subject to approval by the Architectural Standards Committee, may be used instead of garages provided that they meet all requirements of setback, facing and size applicable to garages.

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

Under no circumstances shall concrete or hollow tile blocks be utilized for the outer portion of the walls of the residence or garage, nor shall any asbestos siding or metal siding be used. All roofs shall be wood shingle, tile, metal, fiberglass, or heavy composition, with a minimum weight of two hundred forty (240) pounds per one hundred (100) foot square and a projected lifespan of at least 25 years.

## C. Building Locations

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

utility or electrical easement. Certain lots within the Subdivision have differing building lines for "Accessory Structures", "Principal Structure", "Residence", and "Garage". The terms "Residence" and "Garage" shall have their ordinary and common meanings. "Principal Structure" shall mean the residence and any attached garage or porte cochere. "Accessory Structure" shall mean any other unattached building such as detached garages, workshops, pool building, or other similar building used in connection with the Principal Structure.

2. Steps, terraces, decks, patios and plantings outside of building lines will be permitted, if approved by the Committee as to the design, height, function, or view obstruction from adjoining properties.

#### D. Facing of Residences

1. Houses or residences on corner lots shall face the street where the address indicates the front of the lot is, unless alternative facing is authorized by the Architectural Control Committee.

Garages on corner lots may optionally open directly towards and have driveway entrances from the side streets.

#### E. Fences, Walls and Hedges

1. No fence or wall shall be placed on any lot in the Subdivision nearer to the front of said lot than the front building line. No fence, wall or hedge located between interior lot lines and building setback lines shall be higher than six feet (6') from the ground unless it is an integral part of the house or building structures and where it adds architectural significance to the design of the residence as determined by the Committee. With regard to corner lots, no fence shall be constructed nearer the side street property line than the fifteen foot (15') building line or residence building line shown on the recorded plat of the Subdivision. 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 the adjoining property or the Committee. Should any encroachment be upon a right of way or easement, it shall be removed promptly upon request of the Grantor and removal shall be solely at the expense of the owner.

With regard to lots located on the golf course, fences located within fifteen feet (15') from the rear property line shall not exceed four feet in height.

The perimeter fencing to the rear of lots 5, 6, and 7 of Block 1 and those lots along Airline Road shall be maintained, repaired, or replaced in such a manner so as to match the existing materials, design, and location.

#### F. Driveways

1. All driveways shall be concrete, concrete with pebble finish, brick or tile, or other material associated with fine custom residences and approved by the Committee, and shall be constructed with a minimum width of twenty feet (20') for front entry and ten feet (10') for swing in, side load, or rear entry. Drives shall have expansion joints not more than twenty feet (20') apart, with one joint at back of street curb.

2. Driveway access from Edgewater Street to Lot 1, Block 3, and Lot 1, Block 1, is prohibited.

# OFFICIAL RECORDS

VOL 244 PAGE 596

## G. Walks

1. Walks from the street curb to the residence shall have minimum widths of four feet (4'), and maximum widths of six (6') feet.

## H. Homeowners Association

1. Lot 1, Block 4 of the Subdivision is designated on the Plat as a Private Lake/Recreation Area. This area, along with any other areas or improvements which the Grantor or the Homeowners Association in the future may desire to improve or construct with the consent of any lot owner whose property is affected, shall be referred to in this document as "common areas and improvements". These common areas and improvements may be totally or only partially located on any particular lot.

2. Grantor agrees that until 10 lots have been sold, Grantor will maintain these common areas and improvements. At such time as 20 lots have been sold, the owners of all lots shall form and be required to join a homeowners association, which will at that time assume full control of these common areas and improvements, along with the obligation to maintain them. The homeowners association shall also maintain and mow the areas outside the perimeter fencing along Airline Road and the main entrance into the development.

3. The homeowners association shall be governed by and decisions shall be made by a majority of the lot owners, unless the by-laws or other rules adopted by the association require a greater or lesser vote. Each lot owner shall have one vote. If the association desires, it may incorporate, elect a committee, a board, or officers to serve and manage its affairs, and may approve rules or by-laws to govern its operations. The association shall have the authority to assess each lot owner a sufficient amount of money to carry out its purposes, which assessments shall be a lien upon each owner's lot to enforce payment thereof.

4. The association may also be empowered to expend funds for patrol and security services, maintenance and additional improvements, insect control, street lighting, enforcement of these restrictions, by action at law or in equity, or otherwise, paying court costs as well as reasonable and necessary legal fees out of the assessments collected, and for all other purposes which, in the discretion of the Association, are desirable in maintaining the character and value of the Subdivision.

5. The lien to secure assessments shall be and remain at all times junior and inferior to any lien to secure repayment of loans to cover purchase price of a lot and its improvements or the cost of improvements to be placed thereon.

6. No alterations or improvements may be made to the Private Lake/Recreation Area, except in accordance with the Special Conditions set forth on the Plat of the Subdivision.

## I. Miscellaneous

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

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

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

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

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

6. Each owner of a lot agrees for himself, his heirs, or successors in interest, that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in the Subdivision; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of the Subdivision, including landscaping of any lots in the Subdivision, was completed by Grantor.

7. Each owner of a lot in the Subdivision agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots, when such access is essential for the maintenance of drainage facilities.

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

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

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

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



OFFICIAL RECORDS

VOL 244 PAGE 598

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

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

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

15. All permissible signs should be six (6) square feet or less in area.

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

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

18. No golf cart, tent, mobile home, recreational vehicle, motor home, travel trailer, racing vehicle, trailer of any kind, camper, boat, watercraft, or similar mobile item shall be kept, placed, maintained, constructed, reconstructed, or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, other than in a garage or otherwise out of sight from the street. No vehicles in excess of 3/4 ton carrying capacity will be allowed to be parked in the neighborhood, except in a garage. The doors of garages housing the above described items shall be closed at all times except for actual entry or exit. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with construction, reconstruction or repair of any work or improvements.

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

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

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

22. Mailboxes must be housed in wood, metal or masonry structure as approved by the Committee. The placement of mailboxes shall conform to the governing regulations of the United States Postal Department.

23. No antenna for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation, with the exception of satellite receivers, shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise, other than a master or community antenna approved by Grantor. In no event shall such antenna or receiver be placed on the roof of any structure permitted on the property. 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. Satellite discs shall be allowed if of an acceptable size and

effectively screened from public view, as determined by the Committee.

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

25. 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, fence or hedge, when such access is essential for the construction, reconstruction, refinishing, repair, maintenance, or alteration of said divisional wall, fence or hedge. The access shall be limited to an area five feet (5') 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.

26. 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.

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

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

29. Should any Owner desire a variance from these restrictions concerning minimum floor area, setbacks, garage or driveway location or other similar matter, application for variance shall be made to the Committee. 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.

30. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by not less than 75% percent of the Lot Owners. No amendment shall be effective until recorded in the Official Records of Victoria County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

#### J. Duration

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

OFFICIAL RECORDS

VOL 244 PAGE 600

restrictions may be terminated on January 1, 2025, or on the commencement of any successive ten (10) year period, by filing for record in the Office of the County Clerk of Victoria County, Texas, written statement of election to terminate these restrictions, executed and acknowledged by the owners of a majority of the area of the lots in the Subdivision. Such statement must be filed prior to the commencement of the ten (10) year period for which these restrictions would otherwise be in effect.

K. Enforcement

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

L. JOINDER BY LIENHOLDER

PACIFIC SOUTHWEST BANK, having a lien against the above-described property, has executed these Conditions, Covenants, and Restrictions to evidence the subordination of its lien to these Conditions, Covenants, and Restrictions, and its joinder in, consent to, and ratification of the imposition thereof.

EXECUTED on this the 23 day of October, 1996.

LANDMARK RESIDENTIAL, INC.

By: Steve Klein  
Steve Klein, its President

PACIFIC SOUTHWEST BANK

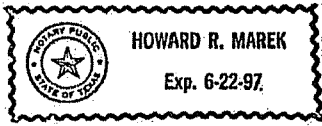
By: Michael R. Collett  
Name: MICHAEL R. COLLETT  
Title: SVP

THE STATE OF TEXAS §

COUNTY OF VICTORIA §

This instrument was acknowledged before me on October 23, 1996, by STEVE KLEIN, President of LANDMARK RESIDENTIAL, INC., a Texas corporation, on behalf of said corporation.

*[Signature]*  
Notary Public, State of Texas



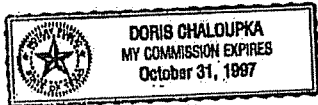
Typed/Printed Name of Notary  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF VICTORIA §

This instrument was acknowledged before me on October 23, 1996, by Michael R. Collett, SVP of PACIFIC SOUTHWEST BANK,, a Texas banking corporation, on behalf of said corporation.

*[Signature: Doris Chaloupka]*  
Notary Public, State of Texas



Typed/Printed Name of Notary  
My Commission Expires: \_\_\_\_\_

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*[Signature]*  
COUNTY CLERK  
VICTORIA COUNTY, TEXAS

*[Signature: Betty Jovar]*  
deputy

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

OCT 23 1996



*[Signature]*  
COUNTY CLERK, Victoria County, Texas