

## RESTRICTIONS

### RIVER OAKS SUBDIVISION

Filed by James E. Chilcoat, these deed restrictions will run with the lots of River Oaks Subdivision in perpetuity. The lots named were filed as a plat map with Matagorda County, Vol. 4, Page 38, and consist of Lots 1 – 8 in Block 1; Lots 10, 11, 13, 15, 16 and 17 in Block 1; Lots 20 – 45 in Block 1; Lots 49 – 73 in Block 1; Lots 76 – 99 in Block 1; Lots 1 – 27 in Block 2; Lots 1 – 10 in Block 3; Lots 12 – 21 in Block 3; Lots 1 – 6 in Block 4; Lots 8 – 23 in Block 4; Lots 1 – 22 in Block 5; Lot 24 in Block 5; and Lots 1 – 16 in Block 6. Said property shall from and after the date of this instrument be subject to the covenants, conditions, easements, restrictions and reservations set out, as follows, to-wit:

1. Said property shall be used for private residential purposes only, and no building other than a private, one family residence building shall be constructed or permitted to remain on any part thereof; provided, however, that buildings such as one story or two story garages, servant quarters, wash rooms and other small buildings customarily and ordinarily used in connection with a private residence may be constructed and allowed to remain thereon, and provided that such other buildings shall be constructed with material which is in harmony with the main residence, and provided specifically that no sheet iron or sheet aluminum buildings shall be placed on any part of such property.

2. No building 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 (3 names). In the event of the death or resignation of one member of the Committee, the remaining members 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 record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee, or its designated representatives fails to approve or disapprove within thirty (30) 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 with the related covenants shall be deemed to have been fully complied with.

3. No main residential building which has less than 1200 square feet of floor space, exclusive of porches, carports or attached garages shall be erected on this lot. The main residence shall have an exterior of at least fifty (50) percent rock, brick or stone masonry construction and shall have a carport or garage with a capacity of not less than two (2) standard size automobiles. No old, used existing building or structure of any kind and no part of an old, used existing building or structure shall be moved onto, placed on or permitted to remain on the aforementioned lot. No corrugated metal roofing or corrugated metal siding shall be used. No pole framework shall be used for out building construction. No roll roofing of any material of a temporary character may be used on any building.

4. No structure of a temporary character, trailer, basement, tent, shack, garage or other out building shall be used on the lot at any time as a residence, either temporary or permanent. No trailer shall be kept on the lot at any time.

5. Every residential building must be connected to state approved septic system or city sewer and not more than one residence shall be connected to such approved or septic system. No outside toilet or privy shall be erected or maintained.

6. No animals, livestock or birds of any kind shall be bred, kept or raised for commercial purposes. No animals or birds of any kind except household pets shall be kept on the aforementioned lots, excepting Lots 1 – 16 in Block 6; Lots 98 and 99 in Block 1; and Lots 13 – 21 in Block 3. On said lots Lots 1 – 16 in Block 6; Lots 98 and 99 in Block 1; and Lots 13 – 21 in Block 3, no animals, livestock or birds of any kind shall be bred, raised or kept for commercial purposes and no animals, livestock or birds of any kind shall be kept except household pets, horses or Future Farmer of America or 4-H Club animals. Any animals kept on the above mentioned lots shall be kept in accordance with sanitary conditions approved by the F.F.A. Instructor or the County Agriculture Agent. No hogs shall be bred, kept or raised under any circumstances. All buildings housing livestock shall not be constructed closer than seventy-five (75) feet from any property line and no pen for livestock smaller than 20,000 square feet shall be closer than seventy-five (75) feet from any property line.

7. No building shall be located on Lots 1 – 8 in Block 1; Lots 23 – 45 in Block 1; Lots 49 – 73 in Block 1; Lots 76 – 83 in Block 1; and Lots 1 – 27 in Block 2, nearer the street than the building set back line indicated on the recorded Re-plat or nearer than five (5) feet from any side property line or nearer than fifteen (15) feet to any rear property line.

No building shall be located on Lots 10, 11, 13, 15, 16, 17, 20, 21 and 22 in Block 1; Lots 1 – 10 in Block 3; Lot 12 in

Block 3; Lots 84 – 97 in Block 1; Lots 1 – 6 in Block 4; Lots 8 – 23 in Block 4; Lots 1 – 22 in Block 5; and Lot 24 in Block 5; nearer the street than the building set back line indicated on the recorded Re-plat or nearer than fifteen (15) feet from any side line or nearer than ten (10) feet from any property line. No building shall be located on Lots 98 and 99 in Block 1; Lots 13 – 21 in Block 3; Lots 1 – 16 in Block 6, nearer the street than the building set back line indicated on the recorded Re-plat or nearer than twenty (20) feet from any rear property line.

8. No noxious or offensive activities shall be carried on upon any of the lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No lot shall ever be used or maintained as a dumping ground or storage lot for rubbish, used lumber, building materials or other unsightly items.

10. No signs or advertisements of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

11. Only one residential building (except servants' quarters) may be constructed on each lot. It is the intention of this restriction that each main residential building shall have the sole use of at least one full lot surrounding the same.

12. No fences or wall or hedge shall be permitted within thirty-five (35) feet of the front property line, except that living hedges of a height not to exceed three (3) feet shall not be deemed to be a violation of this restriction. No barbed wire fence shall be permitted on any part of the property covered by these restriction, except the perimeter of the subdivision.

13. Electricity and telephone service, if any, must be taken into the residence of other buildings from the designated utility easements as per the established Re-plat of River Oaks hereinabove referred to and over no other route.

14. It is expressly understood that the aforementioned lots or any part shall not be used as a roadway, alleyway or any other type of easement. The Owner reserves all rights to grant easements of any kind other than utility easements.

15. Purchaser agrees to connect to central water system within two (2) years from date of purchase, or drill a private well that produces from sands deeper than two hundred (200) feet with adequate casing to seal off the surface water above two hundred (200) feet.

16. Every residential building must be built or erected facing the street on which said lot abuts, excepting Lots 49 –73 in Block 1.

All of the restrictions contained herein are hereby made covenants running with the land for the use and benefit of each and every subsequent owner of any of said lots above described or parts thereof.

Enforcement of the restrictions, and covenants herein set out shall be by proceedings at law or in equity against any person violating or attempting to violate any restrictions or covenants, either to restrain such violation or violations or to recover damages.

Notwithstanding any of the restrictions, limitations, provisions and covenants herein contained, it is herenow specifically provided that violation of any of such restrictions, limitations, provisions or covenants shall not in any way affect the rights of any future good faith lien holder, having a valid lien on any lot or part hereof, who is in no way responsible for such violations.

Invalidation of any one or more of these restrictions, limitations, provisions and covenants by judgment or court order, shall in no wise affect any of the other restrictions, limitations, provisions and covenants, which shall remain in full force and effect.

IN TESTIMONY WHEREOF the undersigned has hereunto affixed his hand this the 15th day of December, A.D. 1965.

James E. Chilcoat