

DEED RESTRICTIONS

WOODWAY, UNIT 2A

THE STATE OF TEXAS X  
COUNTY OF VICTORIA X

KNOW ALL MEN BY THESE PRESENTS:

THAT CLARK SCHOOL DEVELOPMENT CO., a Texas corporation acting hereinby and through its duly authorized officers, hereinafter called "Grantor", being the owner of 25.62 acres of land out of the Jose Luis Carabajal League, A-12 and the Jose Maria J. Carabajal League, A-13, Victoria County, Texas, which has heretofore been platted into the certain subdivision known as WOODWAY, UNIT 2A, hereinafter called "the subdivision" according to the plat of the subdivision recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, 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, CONVENANTS, CONDITIONS, EASEMENTS, STIPULATIONS AND RESERVATIONS APPLICABLE TO AND GOVERNING THE USE, OCCUPANCY AND CONVEYANCE OF THE SUBDIVISION AND LOTS THEREIN:

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 and boulevards 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 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 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,

and 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 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 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. Pursuant to a contract to be executed between Grantor and the electric company furnishing service, an underground electric distribution system will be installed in the Subdivision which underground service area shall 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 above mentioned contract) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers of 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 and 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 related 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 the Woodway Homes Association.

## II. ADMINISTRATION

A. Grantor has organized a Texas nonprofit corporation, which is named "WOODWAY HOMES ASSOCIATION, INC." hereinafter called "the Association", and has appointed an ARCHITECTURAL STANDARDS COMMITTEE, hereinafter called "the Committee". The Association and the Committee shall have the rights, powers and duties provided for herein. The Association shall be governed by its Articles of Incorporation and by-laws and the Committee shall be governed by its by-laws. Until such time as Grantor has sold all of the residential lots in all sections of Woodway within the boundaries shown of the preliminary plat of Woodway prepared by URBAN ENGINEERING, dated \_\_\_\_\_ 197\_\_\_\_, as well as any other section of Woodway which might be developed by Grantor within three (3) years of filing this instrument, Grantor shall name the Directors of the Association and the Members of the Committee.

B. Grantor shall, upon the sale of all of the residential lots of all sections of Woodway, but not later than January 1, 1990, allow members in the Association (lot owners) to vote. The members of the Association shall thereupon and thereafter elect the Directors of the Association in accordance with its Articles and by-laws; and the Directors of the Association shall thereupon and thereafter name the members of the Committee.

C. Each lot in the subdivision (exclusive of those owned by De-

veloper) shall be subject to an annual maintenance charge, hereinafter called "maintenance charge", not to exceed \$360.00 per year, or an amount in excess thereof agreed to by a majority of the lot owners, excluding lots owned by Developer.

The maintenance charge shall be secured, collected, managed and expended as follows:

1. The maintenance charge for each lot shall be due and payable annually, in advance, on the first day of January following the sale of such lot by Grantor, and on the first day of each January thereafter. The maintenance charge for the year of the sale by Grantor shall be pro-rated and the purchaser's pro-rata share shall be paid to the Association upon the closing of the sale. Maintenance charges not paid when due shall bear interest at the rate of 10% per annum or such greater rate as may be provided by the laws of the State of Texas. No maintenance charge shall begin to accrue on any lot until the sale thereof by Grantor.

2. The maintenance charge for each calendar year until changed is hereby fixed at \$240.00 per lot per year. The maintenance charge may be adjusted by the Association from year to year, not to exceed an amount specified in paragraph C above, consistent with the needs of the subdivision as determined by the Association.

3. The maintenance charges shall, when paid, be deposited in a separate maintenance fund bank account. The maintenance fund shall be held, managed, invested and expended by the Association, at its discretion, for the benefit of the subdivision and the owners of residential lots therein. The Association shall, by way of illustration and not by way of limitation, expend the maintenance fund for improving and maintenance of street, roads, esplanades, parks, parkways, sidewalks, and vacant lots in Woodway; collection of garbage and refuse; patrol and security services; fogging and spraying for insect control; street lighting; recreational areas and facilities; 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 maintenance fund; and for all other purposes which are, in the discretion of the Association, desirable in maintaining the character and value of Woodway and the residential lots therein. The Association shall not be required to have a separated maintenance fund for the various Sections of Woodway nor shall it be required to expend portions of the fund in any particular Section or Sections. The Association shall not be liable to any person with respect to the maintenance fund except for its willful misdeeds. It shall not be required to expend funds at any time but shall have the right to advance money to the fund, or borrow on behalf of the fund, paying then current interest rates.

4. To secure the payment of the maintenance charge, a vendor's lien is hereby retained on each lot in favor of the Association and it shall be the same as if a vendor's lien was retained in favor of Clark School Development Co. and assigned to the Association without recourse in any manner on Clark School Development Co. for payment of such indebtedness. Said lien shall be enforceable through appropriate proceedings at law; provided, however, that such lien if any shall be made junior, subordinate and inferior to any lien (and renewals and extensions thereof) granted by the owner of any lot to secure the repayment of sums advanced to cover the purchase price for the lot or the cost of any permanent improvement to be placed thereon, and recorded in accordance with the laws of the state of Texas. All maintenance charge liens as provided for herein may be enforceable through any appropriate proceeding at law or in equity; provided, however, that under no circumstances shall the Association ever be liable to any owner of any lot or any other person or entity for failure or inability to enforce or attempt to enforce any such maintenance charge lien. Should the maintenance charge not be paid by January 31 of any year, a penalty of \$5.00 per month or portion thereof shall be charged until the charge and late penalty shall be paid in full. Also, should the Association be required to employ an attorney to collect the charge and penalties, the lot owner shall be required to pay reasonable fees for such attorney.

The Association shall, as a condition precedent to the foreclosure of

any liens securing the payment of the maintenance charge, first notify the record owner of said notes secured by liens covering residential lots in the subdivision (excluding "second lien notes" and other indebtedness secondary and inferior to the "first mortgage"), by registered or certified mail, return receipt requested, of default in the payment of maintenance charges. No action shall be taken by way of filing suit or foreclosure of the maintenance charge lien by sale with respect to any lot until sixty (60) days have expired after mailing of such notice. Interest at the rate of 10% per annum shall begin to accrue on the unpaid balance 60 days after payment is due.

5. The provisions of this Section C shall remain in effect so long as these Restrictions, and any extensions and/or amendments hereof, are in force.

D. The Association shall function as the representative of the owners of the lots in the subdivision for the purposes herein set out as well as for all other purposes consistent with the creation and preservation of a first-class residential subdivision. The Association shall, by way of illustration, in addition to collecting and managing the maintenance fund and enforcing these Restrictions, act through the Committee to approve or disapprove plans, publish architectural standards guidelines, and perform such functions as herein provided. The Association and the Committee may employ a consulting architect or architects to assist in the architectural aspects of subdivision control and may delegate to such architect or architects such portions of the architectural aspects of subdivision control as they may deem appropriate, compensating such architect or architects out of the maintenance fund or reasonable fees set by the Association charged to lot owners for inspecting such plans.

E. Grantor, the Association 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 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 construed as representing or guaranteeing that any residence or building will be built in a good, workmanlike manner. The acceptance of a deed to a lot in the subdivision shall be deemed a covenant and agreement on the part of the grantee, and the grantee, heirs, successors and assigns, that Grantor, the Association and the Committee, as well as their agents, employees and architects, shall have no liability under these Restrictions except for willful misdeeds.

F. 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, on any 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 and its designated coordinating architect in accordance with the following procedure:

1. Two (2) complete sets of plans drawn to scale and specifications along with applicable examination fee as set forth in Architectural Guidelines shall be delivered to the Committee which shall refer such plans to the coordinating architect if there is such appointed by the 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 set-back restrictions. Such approval is to be based on the applicable requirements and restrictions set out herein and in the Architectural standards guidelines.

2. If found to be in compliance with these restrictions and guidelines, 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 Committee, they shall be deemed approved on the 30th day after such delivery.

5. The Committee shall from time to time promulgate and publish Architectural Standards 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.

6. All construction must comply with plans and specifications as approved by the Committee.

### III. RESTRICTIONS

#### A. Optionally Restricted Lots

1. Lots 1, 2 and 3 of Block 1 and Lots 1, 2, 3 and 4 of Block 2 of the Subdivision may, at Grantor's option, be restricted as follows:

- a. Commercial (non-residential)
- b. Multi-family residential
- c. Single family residential

2. On Block 1, at the time of the sale of any one of lots 1, 2, or 3, Grantor must elect which type restriction outlined above is to apply to all 3 lots (all 3 lots to be similarly restricted).

3. In Block 2, at the time of the sale of any one of lots 2, 3 and 4, Grantor must elect which type restriction outlined above is to apply to all 3 lots (all 3 lots to be similarly restricted).

4. In Block 2, at the time of the sale of Lot 1, Grantor must elect which type restriction outlined above is to apply to such lot.

5. Once so designated, no residential lot may be changed to a commercial lot; however a commercial tract may be used for residential purposes (either single family or multi-family), and a multi-family lot may be used for single family purposes. No lot ever designated "single family" may be used for any other purpose as long as these restrictions are in effect.

6. All plans and specifications for the lots listed above shall be submitted to the Committee for approval or rejection in accordance with these restrictions.

#### B. Single Family Residential Purpose

1. Except for lots listed in III. 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 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 and the minimum square footage of the lot shall not be less than 12,000 square feet.

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, provided that approval of the Committee is granted.

6. No garage or cutbuilding 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 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 upon 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 for other than 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 Sizes and Construction

1. The living area of the main house or residential structure constructed as a one-story residence on any homesite, exclusive of porches and garages, shall be not less than 2,000 square feet; and in the case of any residence of more than one story, the requirements as to living area shall be 2,500 square feet or more for both stories. No residence may exceed two and one-half stories in height above grade.

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 provided. Carports, 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. No garage may be converted to living area without the prior written consent of the Architectural Standards Committee.

C. Building Locations

1. No building shall be erected on any lot 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 nearer than 40' to the front property line, or nearer than 20' to any side street property line, except on lots where the front building line shall be 25' from front property line and 10' from side streets. No building shall be located nearer than 5' to any interior side property line. In all cases, a garage or other permitted accessory building located 60' or more from the front property line may be a minimum distance of 3' from an interior side property line. No residential building may be closer than 10' to the rear property line and no building, even of a temporary nature, may be placed in a utility easement.

D. 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 Architectural Standards Committee.

E. Facing of Garages

1. Garages shall be built, faced and set back in accordance with Architectural Guidelines to be published by the Committee.

F. 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 set-back lines shall be higher than six feet (6') 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, as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of adjoining property or the Association. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of the Grantor and such encroachment is wholly at the risk, and removal shall be solely at the expense, of the owner.

2. Any fence owned by Grantor that abuts any lot shall not be altered, removed, torn down, destroyed or damaged by any lot owner, without promptly replacing or repairing same at such lot owners expense. Should lot owner fail to make such corrections within five (5) days of such damage, Grantor or the Association shall make such corrections and charge the expense to such lot owner causing the damage.

G. Driveways

1. All driveways shall be concrete and shall be constructed with a minimum width of nine feet (9'). Drives shall have expansion joints no more than twenty feet (20') apart, with one joint at back of street curb. The width of the driveway shall flare to minimum of fifteen feet (15') (not to encroach past property line) and the curb shall be broken in such a manner that the driveway must be at least four inches (4") thick at its end towards the street paving, and this extreme end shall be poured against a horizontal form board to reduce the unsightly appearance of a raveling driveway. Other material for driveways may be used if approved by the Architectural Standards Committee.

#### H. Walks

1. At the time a house is built on a lot a 4' sidewalk shall be built across the front of the lot in accordance with City of Victoria specifications.

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

#### I. Future Streets

1. A future city street may be dedicated and built by the Grantor out of Lots 20 and 21, Block 3, in this Section Two.

#### 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 Association 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 five (5) 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 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 and its location must be approved by the Committee. Signs on vacant lots shall be "stick-in-the-ground" type signs, no more than 36" above ground and shall be placed behind the property building line. During construction, Contractors, 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 an enclosed service area 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 with reconstruction or repair of any work or improvements.

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

13. 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.

14. 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.

15. Mailboxes must be approved by the Committee.

16. 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, other than a master or community antenna approved by Grantor. 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.

17. 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 or to restrict the overhead distribution of three-phase primary power supply to the subdivision by the utility company.

18. 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') 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.

19. All gas meters shall be located behind the building set-back line.

20. 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.

21. 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.

22. 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 reservations, restrictions or other provisions hereof or parts thereof as to all the land.

23. 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 WOODWAY, UNIT 2A 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 from and after the date that Grantor, the Association or any other property owner or owners 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 Grantor, the Association, or other lot, tract or parcel owner, to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief, and if such relief be granted by said court, all reasonable expenses in prosecuting such suit, including attorneys' 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 parcel or portions thereof situated in WOODWAY, UNIT 2A but such restrictions, covenants and vendor's liens shall be enforceable against and apply to all or any portion thereof acquired by and 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 Association, and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Grantors or the Association, and to and with the owners and subsequent grantees of each and every other lot, tract or parcel situated in WOODWAY, UNIT 2A 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 WOODWAY, UNIT 2A 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 covenants herein contained, shall be construed as a waiver thereof 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 Association for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any 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, 2027, and shall be automatically extended for successive ten (10) year periods provided, however, that these restrictions may be terminated on January 1, 2027, 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 period for which these restrictions would otherwise be effect.

EXECUTED on this the 19th day of October,  
A.D., 1978.

CLARK SCHOOL DEVELOPMENT CO.

By: Jay Lach  
President

ATTEST:

By: A. Swearingen  
Secretary

ATTEST:

AMERICAN BANK OF COMMERCE

Prudence Taylor

By:

Richard Logan

THE STATE OF TEXAS X

COUNTY OF VICTORIA X

BEFORE ME, the undersigned authority, on this day personally appeared JAY LACK, President of CLARK SCHOOL DEVELOPMENT CO., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of October, A.D., 1978.

Barbara N. Jarratt  
Notary Public in and for  
Victoria County, Texas

My commission expires \_\_\_\_\_

BARBARA N. JARRATT, Notary Public  
Victoria County and State of Texas  
Commission Expires 11-3-79

THE STATE OF TEXAS X

COUNTY OF VICTORIA X

BEFORE ME, the undersigned authority, on this day personally appeared Richard Logan, Exe. Vice Chairman of Board of AMERICAN BANK OF COMMERCE, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of October, A.D., 1978.

Merle Thompson  
Notary Public in and for  
Victoria County, Texas

My commission expires \_\_\_\_\_

MERLE THOMPSON  
Notary Public in and for  
Victoria County, Texas  
My Commission Expires 11-10-79