

DECLARATION OF RESTRICTIVE COVENANTS
AND USE LIMITATIONS
TO GLEN ERIN ESTATES SUBDIVISION

NO.
476242

THE STATE OF TEXAS
COUNTY OF SAN PATRICIO

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

THAT LONNIE GLASSCOCK, III and GIUSEPPINA GLASSCOCK, for the purposes of carrying out a uniform plan for the development of a portion of a subdivision in and on the following-described real property located in the City of San Patricio, San Patricio County, Texas, to-wit:

Being all of Lots 1 through 18, inclusive, in Unit 1, in Glen Erin Estates Subdivision in San Patricio County, Texas, said subdivision having been subdivided as shown by maps or plats thereof prepared by Julius L. Petrus, Licensed Engineer, said maps or plats being recorded in the Map Records of San Patricio County, Texas, on June 7, 1999, under Clerk's File Number 474239 and in Aug 10 1999, under Clerk's File Number 476241 to which maps or plats reference is here made for all purposes (the second map to which reference is made contains utility easements throughout the subdivision and the lots contained in said subdivision);

do hereby designate and declare, and by these presents have designated and declared, on behalf of themselves, their successors, legal representatives, and assigns, as the owners of all of the above-described lands in said subdivision, the hereinafter recited restrictive covenants and use limitations covering all such lots in said subdivision, it being expressly provided herein that all such restrictive covenants and use limitations shall become a part of all contracts for sale, contracts for deed, deeds and other legal instruments whereby the title or possession of any of the above-described lots in said subdivision is hereafter conveyed or transferred. Such restrictive covenants and use limitations being as follows:
to-wit:

1. Each lot in said subdivision, subject to the other terms and provisions hereof, shall be used only for the construction of a single family residence thereon, including other appurtenant structures thereon permitted under the terms hereof, it being intended that no commercial use of any lot in said subdivision shall be permitted and, specifically, that no signs shall be placed on any lot indicating a commercial use thereof. Nothing in this

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restrictive covenant shall be construed to prevent an owner from having an office in his residence;

2. Only one main dwelling unit may be constructed on each lot of said subdivision, and it is here provided that each such main dwelling unit constructed must be set back as to the front thereof at least seventy-five feet (75') from the road right-of-way provided in said subdivision, must be set back at least thirty feet (30') from the side lines of each such lot, and must contain at least 1,600 square feet of floor area, exclusive of breezeways, porches and garages attached thereto;

3. All barns, detached garages, tool sheds and other out-buildings of every kind or character hereafter constructed on any lot in said subdivision must be set back at least one hundred twenty-five feet (125') from the rights-of-way of the roads heretofore provided in said subdivision, must be set back at least thirty feet (30') from the side lines of each such lot in said subdivision, and must be constructed of new materials and painted in a good and workmanlike manner, it being expressly here provided that no such barns, detached garages, tool sheds and other out-buildings of any kind or character shall be moved onto such property under any circumstances. The total square footage, in the aggregate, of all out buildings shall not exceed the total square footage of the residence.

4. All single family main dwelling units hereafter constructed in said subdivision shall be constructed in a good and workmanlike manner with new materials and in such a way as to present a neat and attractive appearance in the area thereof, with the roofs of all such main dwelling units to be constructed of wood-colored composition roofing materials or built-up tar and gravel (wood shingle roofs being specifically prohibited because of fire hazard); and the exterior walls of all main dwelling units so constructed on said property shall be constructed of stone or brick veneer, or first-quality log cabin wood; it being specifically provided herein that no houses or other structures shall be moved onto any lot in said subdivision;

5. The entire exterior of all main dwelling units constructed in said subdivision, together with the driveways, sidewalks and other exterior appurtenances thereto, must be completed within one (1) year after the commencement of the work thereon or the placing of materials therefor on such property, whichever occurs the earliest;

6. Donegal Road will have underground electrical and telephone lines. No above ground utilities of any kind shall be constructed anywhere in the subdivision except along McMurray Lane and Killarney Close rights-of-way.

7. Prior to the construction of any main dwelling units, barns, detached garages, sheds or other out-buildings on any lot in said subdivision, plans and specifications therefor, including a plot plan showing the proposed location thereof, must be submitted to the Restriction Committee hereinafter provided, and approval thereof procured from such Committee, prior to the commencement of construction thereon; and it is unconditionally understood that the construction of any such main dwelling units, barns, detached garages, sheds or other out-buildings on any lot in said subdivision without the prior approval of such Restriction Committee will be conclusively presumed to be in violation of these restrictions; it being intended in connection with the provisions hereof that such Restriction Committee, in furtherance of a uniform plan for the development of said subdivision, shall be vested with the authority to control the location and type of construction of any such dwelling units, barns, detached garages, sheds and other out-buildings hereafter built in said subdivision in order that the same may be maintained as a uniform residential area. Notwithstanding the foregoing, however, it is expressly understood that the failure of such Restriction Committee to give notification of its disapproval of any such plans and specifications of any such improvements, including a plot plan showing the location thereof, within thirty (30) days after receipt thereof shall be deemed for all purposes under the provisions hereof as the approval thereof.

8. No garage, garage apartment, shack or temporary building shall be constructed on any lot in said subdivision as living quarters thereon, except that detached servant's quarters may be constructed thereon, provided it is built in conjunction with or after the main dwelling unit to which it is appurtenant is constructed.

9. No trailer house (single or double-wide), modular home, mobile home or pre-fabricated home shall be placed or otherwise permitted on any lot in said subdivision for use as living quarters; however, it is understood that one (1) vacation-type motor home, recreational vehicle or travel trailer may be parked at or near a main dwelling unit in said subdivision, provided it is not used as living quarters. There is specifically excepted from this paragraph the use of a trailer house or mobile home as living quarters during the

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construction of the primary residence, which use shall not exceed the date of completion of construction or one (1) year, whichever is the shortest time;

10. There shall be no above ground swimming pools allowed in the subdivision. All in ground swimming pools shall have a height equal to the floor level of the main dwelling. This restriction shall not be construed to prohibit a small children's portable or inflatable pool;

11. All fences hereafter erected in said subdivision must be constructed of new materials in a good and workmanlike manner, must be constructed so as not to exceed six feet (6') in height, must be constructed with the use of new barb and/or net-type wire, excepting only that in lieu thereof, any such fence constructed may, in whole or in part, be constructed in the nature of an ornamental fence, as approved by the Restriction Committee, of new wood, brick or stone, it being specifically here provided that no electric or other temporary fence will be permitted in the subdivision as the boundary line fence of any lot or lots in said subdivision, but may be used within the boundaries of each lot or lots as owners desire;

12. All water wells drilled in said subdivision shall be cased and cemented in accordance with the rules and regulations of the Health Department of the State of Texas, the City of San Patricio, and the County of San Patricio. No construction of a residence shall be commenced on any lot until such lot has a supply of potable water sufficient to serve the needs of the persons who will occupy said lot;

13. All sewage disposal systems constructed in said subdivision shall be of septic tank and field drain type as required by the State of Texas Health Department and the County of San Patricio and the City of San Patricio, and in no event will a cesspool or outdoor toilet be permitted in the subdivision;

14. No animals will be permitted on any lot in said subdivision other than those that are normally found in a suburban subdivision for private residential use and pleasure; provided, however, the owners of each tract may keep one (1) horse and one (1) cow or calf for each two and one-half (2 1/2) acres unless the lot becomes overgrazed in which event the livestock shall be reduced to a level that does not result in overgrazing. Notwithstanding anything herein to the contrary, there shall not be allowed on the premises a sufficient number of animals to create feed lot like conditions such as dust,

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foul odors or any other conditions which constitute a nuisance. The owners may also have other animals on the premises temporarily when such animals are being raised for FFA or 4-H projects or competitions in which residents are participants. No animal or fowl commercial feeding or sales operation will be permitted on any part of said subdivision;

15. No trees shall be cleared from a lot which results in a tree coverage of less than forty percent (40%) of the lot unless new trees are planted to replace the trees which are removed;

16. Dogs owned by residents of said subdivision must be kept at all times on their owner's premises so as not to be an annoyance or a nuisance to the owners of other lots in said subdivision;

17. Lots must be kept clean and mowed at all times, and if same are not kept clean and mowed, the Restriction Committee may have said lots cleaned and mowed and will charge the owners of said lots for cleaning and mowing;

18. No part or portion of said subdivision shall be used as a junkyard or for the accumulation of scrap or used materials, and no part of said subdivision shall be used for any purpose that is obnoxious or offensive to the owners of other lots in said subdivision, nor shall anything be done in said subdivision that becomes an annoyance or a nuisance to the owners of other lots in said subdivision. No vehicles of any type are allowed on any lot unless the vehicles are currently licensed and insured for use on public highways, unless said vehicles are garaged. No commercially licensed vehicles or trailers are to be kept or stored anywhere in the subdivision.

19. No trash, garbage or other waste shall be kept in said subdivision, except in sanitary containers; and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition;

20. No owner shall construct or erect any outdoor high intensity security light or other lights which cast illumination or glare upon any other lot within the subdivision.

21. Lonnie Glascock, III and Giuseppina Glascock do not own any of the oil, gas and minerals in and under a portion of the subdivision and owns only a fraction of the oil, gas and minerals in, on and under the remainder of the said subdivision. They cannot impose restrictions with respect to the exploration for and production of said minerals

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which they do not own. However, Lonnie Glasscock, III and Giuseppina Glasscock, for themselves, their heirs and assigns, perpetually waive the rights of ingress and egress for the exploration and production of oil, gas and minerals in, on and under those lands within the subdivision in which they own an interest in the oil, gas and minerals. In addition, there shall be no quarrying or mining operations of any kind for the extraction and/or production of sand, gravel, caliche or any other product or substance, whether similar or dissimilar which belongs to the owners of the surface estate in the subdivision:

22. No fill shall be permitted upon any lot in said subdivision which would change the flow of surface water drainage to the streets abutting such lot or to the easement in favor of the San Patricio County Drainage District (Bell Camp Creek). All dwellings constructed within the subdivision (regardless of whether located within "Flood Zone A" or "Flood Zone C" according to FEMA classifications and regulations) must have a finished floor elevation above mean sea level at least as high as required by FEMA for structures built within "Flood Zone C" areas. The subdivision is designated to be drained with wide gently sloped swales on either side of the street that can be easily mowed to keep down unsightly weeds and brush. All driveway entrances must be designed and installed in a manner and of adequate size to allow for the continuation of this drainage scheme and must be specifically approved by the Restriction Committee and the San Patricio County Engineer. Culvert pipes must have sloped ends and meet the specifications of the San Patricio County Engineer.

23. Absolutely no replat of the said subdivision or any part thereof will be permitted so as to reduce the size of any lot.

24. All owners will abide by all Federal, State and municipal laws and ordinances.

25. If, through error or oversight or mistake, an owner of a lot or lots in said subdivision builds or causes to be built any structure thereon which does not conform to all of the limitations and restrictions herein recited, it is expressly here provided that such nonconformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other lots in said subdivision. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation, and such delinquency or delay shall not confer any implied right on any

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other owner or owners of a lot or lots in said subdivision to change, alter or violate any of these restrictive covenants and limitations herein contained.

The undersigned individuals, Lonnie and Giuseppina Glascock, a Restriction Committee for the said subdivision, hereby retain the right, in furtherance of the uniform plan for the development of those portions of Glen Erin Estates Subdivision in San Patricio County, Texas, covered hereby, as a uniform residential neighborhood, to execute amendments, including the granting of variances from and on, to the aforesaid restrictive covenants and use limitations on said portions of said subdivision, provided, in the exercise of their best judgment and discretion, they are of the opinion that any such amendments or variances would be in furtherance of the uniform plan for the development of said subdivision. The undersigned individuals, as the Restriction Committee, shall also perform all of the other duties and obligations imposed upon them under the provisions hereof. After a period of time, to be determined by the undersigned individuals, the undersigned individuals shall appoint five (5) property owners in said subdivision to serve as the Restriction Committee for said subdivision from and after the date of their appointment by instrument recorded in the Deed Records of San Patricio County, Texas, and such property owners as so appointed will thereafter serve as the Restriction Committee for said subdivision until their successors are duly elected as hereinafter provided. Such property owners, as so appointed, including any additional members thereof as hereinafter provided, shall be vested with all of the duties, powers, prerogatives and discretions herein conferred upon the undersigned individuals as the original Restriction Committee for said subdivision. Any vacancies in such duly appointed Restriction Committee by death, resignation, or otherwise (it being understood that the sale by any member of such appointed Committee of all of his property in said subdivision will be construed for purposes hereof of a resignation by him from such Committee) will be filled by a majority vote of the remaining members of such Restriction Committee by recordable instrument filed in the Deed Records of San Patricio County, Texas.

The restrictive covenants and use limitations herein provided in said subdivision are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to property, including the right to acquire title to property by

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contract or otherwise, in said Subdivision, whether by descent, devise, purchase or otherwise, and any person procuring the right by contract to acquire title to any lot in said subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictive covenants and use limitations in said subdivision and shall be conclusively presumed to have constructive notice of the restrictive covenants and use limitations in said subdivision by reference hereto in the instrument or instruments under which he acquired title to, or the right to acquire title to, any lot or lots in said subdivision.

It is expressly understood that LONNIE GLASSCOCK, III and GIUSEPPINA GLASSCOCK, their successors, legal representatives, and assigns, or any one or more of the owners of property in said subdivision, shall have the right to enforce the restrictive covenants and use limitations herein provided in said subdivision by injunction, either prohibitory or mandatory or both, in order to prevent a breach thereof or to enforce the observance thereof, which remedy, however, shall not be exclusive; and LONNIE GLASSCOCK, III and GIUSEPPINA GLASSCOCK, their successors, legal representatives and assigns, or any other person or persons owning property in said subdivision, injured by virtue of any breach of the restrictive covenants and use limitations herein provided in said subdivision shall, accordingly, have their remedy for the damages suffered by any breach; it unconditionally being understood that in the event of a breach of these restrictive covenants and use limitations by the owner of any lot or lots in said subdivision, it will be conclusively presumed that the other owners of lots in said subdivision have been injured thereby.

Should any breach of the restrictive covenants and use limitations herein provided in said subdivision be held by any court of competent jurisdiction to be invalid, void or non-enforceable for any reason, then it is expressly understood that any such adjudication or holding shall in no way effect, impair or restrict any of the other restrictive covenants and use limitations herein in said subdivision.

All the restrictions and covenants herein set forth shall continue and be binding upon the owners and upon their heirs and assigns for a period of twenty (20) years from this date unless terminated or amended as provided herein. At the expiration of said term of twenty (20) years, the restrictions and covenants as herein set out shall automatically be extended for an additional ten (10) year period and for successive periods of ten (10)

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years thereafter unless same are nullified or revised as hereinafter provided. After the expiration of twenty (20) years from the date of this instrument, the owners of 85% of the lots in said subdivision who are actual bona fide inhabitants thereof may execute and acknowledge an agreement in writing terminating or revising these restrictions and covenants and file the same in the office of the County Clerk of San Patricio County, Texas, or in such office as conveyances of real estate may be required to be filed, and then and thereafter these restriction and covenants shall be null, void and of no further force and effect, or may be modified or revised as the aforementioned instrument may direct.

All lots in said subdivision are subject to certain easements over and across portions of each lot, as shown by map of said subdivision, such easement being deemed appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water and sewer lines, electric lighting and telephone poles or cables, pipelines and drainage ditches or structures, television cable, and/or equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access shall include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any obstructions on said easement right-of-way as, in their opinion, may interfere with the installation or operation of the circuits, lines, pipes or drainage ditches or structures. Such easements shall be for the general benefit of the subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies or drainage districts entering into and upon said property aforesaid, except that nothing set out above shall prohibit, as heretofore set out, the use of such easements or rights-of-way by adjacent owners for the construction of fence lines, walks and/or drives, provided no permanent structures are built thereon and provided no damages shall accrue to any utility company or drainage district because of the removal and non-replacement of such construction for the purpose of satisfactory operating utilities in such easements or rights-of-way.

All of the restrictive covenants and use limitations herein contained in such subdivision shall extend to and, accordingly, be binding upon the heirs, assigns, devisees, contract holders, and owners of every kind who may acquire any real property interest of

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any type, nature or kind in said subdivision from LONNIE GLASSCOCK, III and
GIUSEPPINA GLASSCOCK, their successors, legal representatives and assigns.

EXECUTED this 9th day of August, 1999.

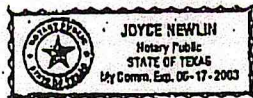
Lonnie Glasscock, III
LONNIE GLASSCOCK, III

Giuseppina Glasscock
GIUSEPPINA GLASSCOCK

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO

This instrument was acknowledged before me this 9th day of
August, 1999, by LONNIE GLASSCOCK, III.

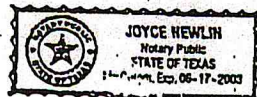


Joyce Newlin
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO

This instrument was acknowledged before me this 9th day of
August, 1999, by GIUSEPPINA GLASSCOCK.

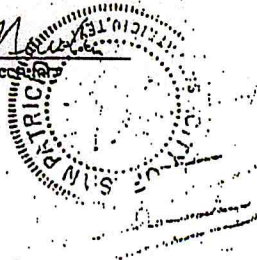


Joyce Newlin
Notary Public, State of Texas

Approved by Board of Aldermen of City of San Patricio on August 4, 1999:

Lonnie Glasscock, III
Lonnie Glasscock, III, Mayor

Joyce Newlin
Joyce Newlin, City Secretary



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COMPARED

FILED FOR RECORD

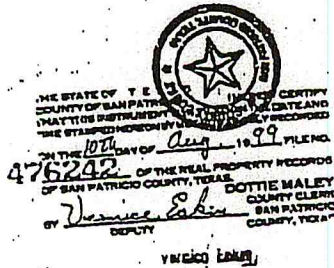
at 12:41 M

AUG 10 1999

DOTTIE MALEY
CLERK COUNTY COURT SAN PATRICK CO. TEX
By Vernice Eskin Deputy

Vernice Eskin

Lorrie Blisswick III
Re 2 Sub 45
Makin Sep 15365



Filed For Record 10th Day of August 1999 at 10:10A
Compared 16th Day of August 1999 at 9:00A
Real Property File Number 476242

By Jane B. L. Deputy

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DOTTIE MALEY, County Clerk
San Patricio County, Texas

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