

BASE 100
21731

RESTRICTIVE COVENANTS

LEILA ESTATES

THE STATE OF TEXAS I

COUNTY OF SAN PATRICIO I

KNOW ALL MEN BY THESE PRESENTS:

That we, Charles M. Montgomery and Madison E. Montgomery, doing business as Montgomery Brothers and as owners in fee simple of that certain tract of land known as Leila Estates, lying and being situated in the County of San Patricio, State of Texas, consisting of 16.026 acres, more or less, out of Lot 88 of the Walder & Odem Subdivision, in San Patricio County, Texas, hereby MAKE AND PUBLISH the limitations and restrictions which are to apply to and become a part of all contracts of sale, deeds and other legal instruments whereby title or possession is divested out of the present owners and invested in other persons as to any and all lots, tracts, or blocks contained in said Leila Estates, and said limitations and restrictions shall extend to and include the heirs, assigns, devisees, lessees and holders of every kind of any and all who may own, purchase and acquire any real property in said subdivision from the undersigned, their successors, assigns or legal representatives, said limitations and restrictions being as follows:

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said addition, and the lots and blocks therein contained, as a restricted residential section and addition, the following restrictions and conditions on the use of said lots are hereby established and adopted and imposed upon each lot or parcel of land in said addition as shown by said map, which conditions and restrictions shall constitute covenants running with the land, be binding upon and insure to the benefit of Montgomery Brothers, hereinafter referred to as "Owner", all successors and assigns, and to the purchasers of lots in said addition, and to each of them. Such restrictions and conditions shall be made a part of each contract and/or deed executed by or on behalf of Owner conveying a lot or lots within said addition, by reference to the place of record of this instrument, and by acceptance thereof, the grantees, their heirs and assigns, shall be subject to and bound thereby, and each such contract and/or deed shall be conclusively held to have been executed, delivered and accepted subject to all the terms, conditions and restrictions set out in this instrument. In the event, however, on the failure of any contract or deed,

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lot or lots in said addition to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such lot or lots shall be construed to be subject to the terms of this instrument.

DEFINITIONS

1. The term "street", as used herein, shall include any street, drive, boulevard, road, lane, avenue or passageway, as shown on the recorded map as a thoroughfare.
2. A "corner lot", as used herein, is one that abuts on more than one street. A lot, except a corner lot, is deemed to front on the street on which it abuts. A corner lot shall be deemed to front on the street upon which it has only the smallest dimensions, or if the dimensions on more than one street are approximately the same, the Architectural Control Committee, as designated below herein, reserves the right to designate the street the lot shall face.
3. A "lot", as used herein, shall be interpreted to mean a single-family residential building site.
4. "Architectural Control Committee", as used herein, refers to that group of persons hereby created which shall be composed of no less than three (3) members: Charles M. Montgomery, his heirs or assigns, and two (2) persons appointed by same, and who are to be owners of a lot or lots in said Leila Estates.

ARCHITECTURAL CONTROL COMMITTEE

1. The Committee may designate a representative to act on its behalf. In the event of the death or resignation of any 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.
2. A majority of the Committee may designate a representative to act on its behalf. At any time, the record owners of a majority of the lots of this subdivision shall have the power, evidenced by a duly recorded written instrument, to change the membership of the Committee, or to withdraw from or restore to the Committee any or all of its powers and duties.
3. 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 the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided below.

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4. One final set of plans and specifications shall be submitted to the Architectural Control Committee for approval or disapproval. The set of plans will be marked "Approved" as such approval is given, and must again be submitted to the Architectural Control Committee for their inspection and approval.

5. The Committee's Approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted, or in the event that no suit to enjoin the construction shall be commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with as if approval had been given.

6. The Architectural Control Committee hereby reserves unto itself and its successors the right and authority to waive, modify, alter, change or approve any covenant, term, condition or restriction where, in the opinion of said Committee, such change is necessary or required for the advantage and best appearance of said subdivision, in the following particulars, to-wit:

A. Change all restrictions in conflict where one lot and all or a portion of other contiguous lots are being used together for the purpose of building a single-family residence;

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

USE OF LAND

1. All lots in said subdivision shall be used as single-family residential lots, and for no other purpose.

2. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood, and no part of said premises shall be used for the commercial treatment of tuberculosis or any other contagious or infectious disease. No farm equipment, such as tractors, trailers or large trucks may be kept or parked for extended periods of time within the subdivision. No cattle, hogs, poultry, or other animals may be kept on any part of Leila Estates, except that this paragraph shall not preclude the keeping, as pets, of animals other than the above mentioned, such as are ordinarily kept as pets in residential subdivisions in the area, including horses, provided they are not kept or bred for any commercial purposes and subject to restriction or modification by the Architectural Control Committee.

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3. No outdoor toilet shall be placed on any lot.
4. No sign of any kind shall be displayed to the public view except one professional sign of not more than five (5) square feet advertising the property for sale, or sign used by a builder to advertise the property during the construction and sales period.
5. No structure, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot as a residence, either temporarily or permanently.
6. Any camping trailer, boat, bus, truck or similar vehicle, shall be parked only as and where approved by the Architectural Control Committee.
7. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage shall be kept in sanitary containers and such containers shall be kept in a clean and sanitary condition.
8. No garage or outbuilding apartments for rental purposes will be permitted on any lot. All living quarters on the property other than in the main building, are to be for the bona fide use of the owner's or occupant's immediate family or servants only.
9. No radio or television aerial or guy wires shall be maintained on any portion of any lot forward to the front wall line of the respective line in building.
10. Owners of lots in said subdivision shall keep the weeds out of the particular property owned by each and not permit the accumulation of trash, rubbish or other unsightly articles on the premises, the easements, or in the street abutting same. The area between paved streets and property lines shall at all times be kept clean and free of unsightly obstacles. The Committee shall have the privilege of having said lots cleaned to comply with the above at a reasonable expense chargeable to the owner of respective lot or lots.

ARCHITECTURAL RESTRICTIONS

1. No dwellings shall be erected on any lot having a width of less than seventy-five (75) feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than nine thousand (9,000) square feet.
2. No mobile homes shall be placed on any lot.
3. No structure shall be erected on any lot in said subdivision other than one detached single-family dwelling, not to exceed two (2) stories in height, and a one-story garage for not more than three (3) cars, with attached servants' quarters, a storage or laundry room; provided however, that no garage, servants' quarters, storage or laundry room shall be erected on any building lot until after or coincidental with the building of a single-family dwelling thereon in keeping with these restrictions.

4. No dwelling structure exclusive of open porches, garages, carports, and patios, shall be permitted on any lot in said subdivision at an appraised value of less than forty thousand dollars (\$40,000.00) when completed, said appraised value being based on cost levels prevailing on the date these covenants are recorded, at the cost stated herein for the minimum permitted dwelling size.

5. No dwelling shall have a metal roof.

6. The living floor area of the main structure of any one-story dwelling, exclusive of open porches, terraces, patios, or garages, whether attached or detached, shall be a minimum of fifteen hundred (1500) square feet. The living floor area of the main structure of any two-story dwelling, exclusive of open porches, terraces, patios, or garages, whether attached or detached, shall be a minimum of fifteen hundred (1500) square feet. However, the first floor living area of any dwelling of more than one-story must be a minimum of one thousand (1000) square feet.

7. No building shall be erected on any lot, or re-subdivided lot, in said subdivision, less than thirty (30) feet from the front or short side of said lot, as shown by the building setback line on said plat, or farther away from the front lot line than fifty (50) feet. Nor shall any dwelling, except servants' quarters be erected less than six (6) feet from the rear lot line or nearer than six (6) feet to any interior side lot line or nearer than six (6) feet to any side easement. The side building line upon all corner lots in said subdivision shall be shown on the recorded map, but shall not be less than ten (10) feet, and no building shall be built on any lot nearer to the side street lot line than the distances herein specified and to which referred.

8. The side lot line restrictions shall not apply to a detached garage, servants' quarters, storage or laundry room located on the rear quarter of a lot or re-subdivided lot. Said structures may not be located nearer than six (6) feet to any side lot line or side easement; provided however, that the roof overhang does not extend over the side lot line.

9. Any enclosed porch shall be considered as part of the main structure in applying any front line restriction, but any unenclosed entrance, stoop, or porch not extending more than six (6) feet in front of the main structure shall not be considered as being in violation of any front line restriction.

10. No fence or wall shall be erected, placed, altered or maintained on any building site nearer to the front building line than the minimum building set back line shown on the recorded plat of the subdivision, or in any event, forward of the front wall line of the respective dwelling. No fence shall be constructed higher than six (6) feet and shall be subject to approval of the Architectural Control Committee.

11. Each lot owner shall provide, at his or her own expense, an adequate absorption bed sewage system.

12. No fence, wall, hedge, or shrub which obstructs sight lines shall be placed or permitted to remain on any corner lot area within the triangular area formed by the streets, property lines, and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded corner, from the intersection of the street property line extended to intersect the same sight line; limitation shall apply on any building sight within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within the above sight line of any intersection unless the foliage line is maintained at sufficient height to prevent the obstruction of the above sight line.

13. No existing dwelling shall be moved onto any lot in this subdivision.

RESERVATION OF OIL, GAS AND MINERAL RIGHTS

Owner hereby reserves unto itself, all heirs and assigns an undivided seventy-five (75) per cent interest in and to all of the oil royalty, gas royalty, royalty in casinghead gas, gasoline and royalty in all other minerals in and under, and that may be produced and mined from any or all lots of said subdivision, together with the right of ingress and egress at all times for the purpose of mining, drilling, and exploring said lands for a term of twenty-five (25) years from the date of sale of any said lot or lots and as long thereafter as oil, gas, or other minerals, or either of them, is produced or mined from said land in paying commercial quantities. If at the expiration of said twenty-five (25) years, no oil, gas, or other minerals are being produced or mined from any portion of said land, this reservation shall be null and void and Owner's royalty interest shall terminate.

DURATION OF RESTRICTIONS

All of the covenants herein set forth, except those pertaining to Owner's mineral reservations, shall continue and be binding upon Owner, its successors and assigns, for a period of thirty (30) years from date of this instrument, and at the expiration of said term, these covenants and restrictions shall automatically be extended for an additional ten (10) year period, and for successive periods of ten (10) years thereafter, unless same are nullified or revised as hereinafter provided. After the expiration of thirty (30) years from the date of this instrument, the owners of a majority of the lots in Leila Estates, who are actual bona fide inhabitants thereof, may execute and acknowledge an agreement in writing terminating or revising these restrictions and covenants and file 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 restrictions and covenants, except those pertaining to Owner's mineral reservations, shall be null, void, and of no further force and effect or be modified or revised as the aforesaid mentioned instrument may direct.

RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon Owner, its successors and assigns, and all parties claiming by, through or under this instrument, and all subsequent owners of property in said subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions. The violation of any such restrictions, covenants or conditions shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless, to the restrictions, covenants and conditions herein mentioned. The said Owner, or the owners of any lot or lots, shall have the right to enforce observance and performance of such restrictions, covenants and conditions herein mentioned, and in order to prevent a breach or to enforce the observance or performance of same, to an injunction, either prohibitive or mandatory.

SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

EASEMENTS

It is agreed that all lots in Leila Estates shall be subject to easements over and across such portions of each lot, as shown by map of said subdivision, such easements being deemed appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities; electric lighting and telephone poles or cables, pipe lines, and/or any 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 or all owners or operations of such utilities, to remove any fences or permanent obstructions, or non-permanent obstructions of said easement right-of-way caused by trees, brush, shrubs, either on or overhanging such right-of-way, as in their opinions may interfere with the installation or operation of circuits, lines, pipes, or structures. Such easements shall be for the general benefit of the subdivision and the property owners thereof and the specific benefit of Owner as same relates to its mineral reservations, and are hereby reserved and created in favor of any and all utility companies and companies involved in the business of exploration for minerals entering into and upon said property.

DEDICATION

This instrument of dedication relates to and affects the above

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described property and shall not affect other property in the same described.

WITNESS my hand this 7th day of November 1983.

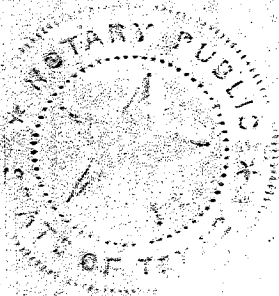
Charles M. Montgomery
CHARLES M. MONTGOMERY,
Agent for MONTGOMERY BROTHERS

STATE OF TEXAS

COUNTY OF SAN PATRICIO

BEFORE ME, the undersigned authority, on this day personally appeared Charles M. Montgomery, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of November, A.D., 1983.



Mare Dunn
Notary Public in and for
San Patricio County, Texas

MARE DUNN, Notary Public
In and for State of Texas
Commission expires 12/29/86

THE STATE OF TEXAS
COUNTY OF SAN PATRICIO

CERTIFICATE OF LEGALITY VERIFICATION
OF THE PUBLIC RECORDS OF REAL PROPERTY

I, DUTIE WALKER, County Clerk of San Patricio County, Texas, do hereby certify that the microfilming of the images between the Title Page and the Certificate of Legality and that the city has been in strict accordance with Article 1411(a), Texas Civil Statutes, and that each image is a true, correct and exact copy of the page or pages of the instrument, whether of writing, legal document, paper, or record which has been filed for record in this county and at the time stamped on each that no splice was made in the original negative film between the Title Page and the Certificate.

I do further certify that the preceding images are part of the official public records of Real Property of San Patricio County, Texas, dealing with

File No. 322249 Image Identification No. 21791

WITNESS MY HAND AND SEAL OF OFFICE, this 8th day of November, 1983



Dutie Walker
DUTIE WALKER, County Clerk
San Patricio County, Texas

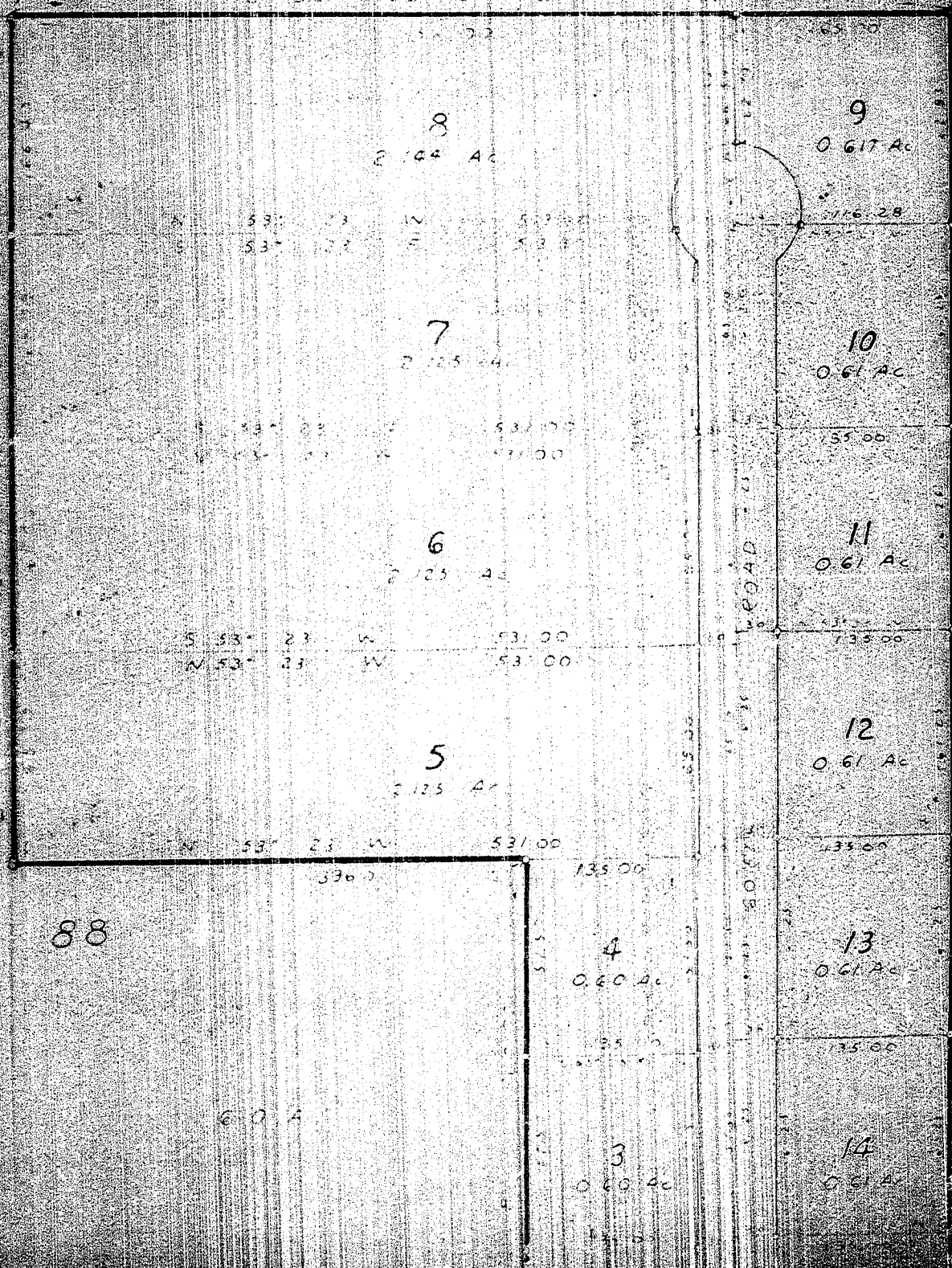
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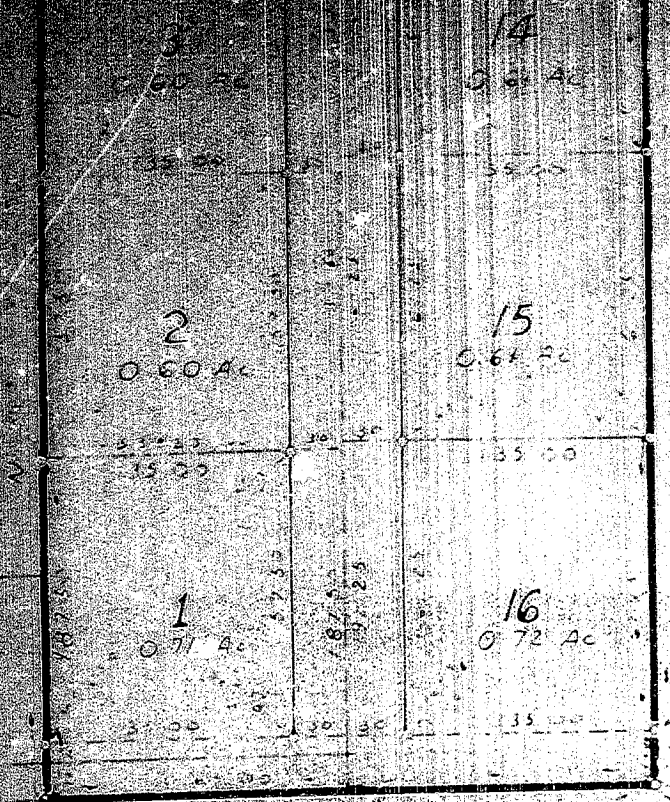
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21-99



MADE 1971
21800



HOWING SURVEY
OF

4 ESTATES

ACRE TRACT OUT OF
WELDER S ODEM SUBDIVISION

ESTON SURVEY A 218

OCIO COUNTY TEXAS

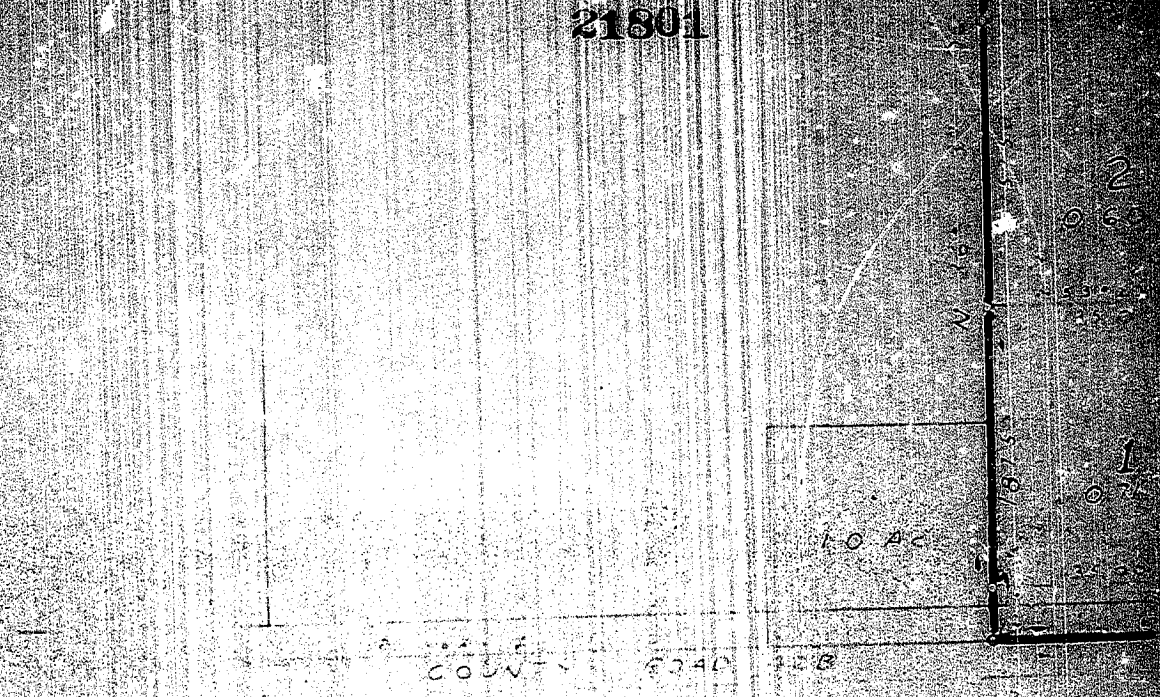
100 FEET

Legibility of Writing
Typing or Printing
UNSATISFACTORY in this
document when received

Surveyed by [illegible] on [illegible] 1971. All corners marked with iron pins.

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WIRE TO
21801



PLAT SHOWING
OF

LEILA EST
BEING A 16026 ACRES
FARM LOT 88 - WELDER
JOHN S. PRESTON SR
SAN PATRICIO CO
SCALE 1" = 100'

Legibility of Writing
Typing or Printing
UNSATISFACTORY in this
document when received

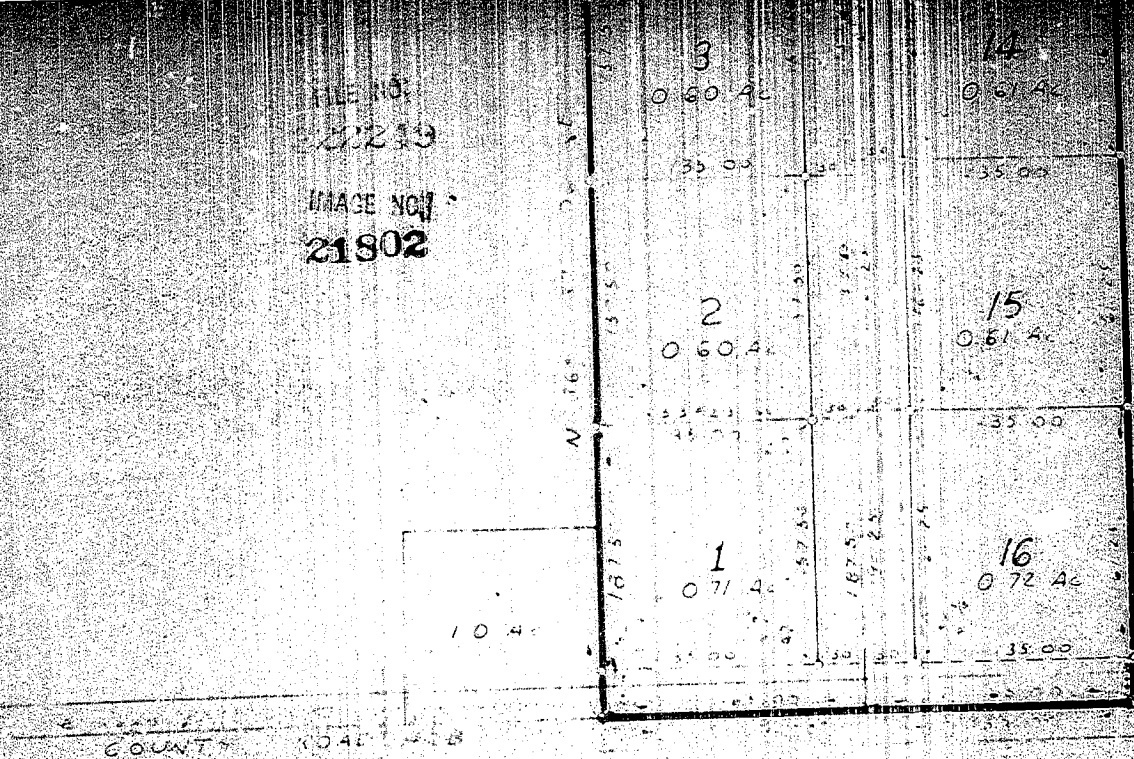
I, J. L. Patton, Jr., Registered Public Surveyor of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the same.

FILE NO:

22219

IMAGE NO:

21802



PLAT SHOWING SURVEY

LEILA ESTATES

BEING A 1600 ACRE TRACT OUT OF
FARM LOT 88 - WELDER & ODEM SUBDIVISION

JOHN S. PRESTON SURVEY A-218

SAN PATRICIO COUNTY TEXAS

SCALE 1" = 100'

Legibility of Writing
Typing or Printing
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document when received

Registered Public Surveyor of Texas, San Antonio, Texas

FILE NO. 22219 COMPARED

RESTRICTIVE COVENANTS

of
LEILA ESTATES

MONTGOMERY BROTHERS

TO

the Public

FILED FOR RECORD

other

NOV 8 1983

DOTTIE MALEY
SAN PATRICIO COUNTY, TEXAS

1201 PERS. Avenue
Odessa, Texas 79370

2300

Surveyor & Broker
1201 Pers. Avenue
Odessa, Texas 79370

RETURN TO:

MONTGOMERY BROTHERS
P. O. Box 1831
Odessa, Texas 79370