

STATE OF TEXAS        X  
COUNTY OF LIVE OAK    X

KNOW ALL MEN BY THESE PRESENTS:

SUBDIVISION RESTRICTIONS

That CANDY STICK CORPORATION, the owner of the following described property situated in Live Oak County, Texas, to-wit:

Churchill Acres, a Subdivision of Three Rivers, Live Oak County, Texas, as shown by the map or plat filed of record in the office of the County Clerk of Live Oak County, Texas, under Clerk's File No. 152A, reference to which is hereby made for all purposes, such Subdivision being a 17.82 acre tract of land out of Abstract 33, Live Oak County, Texas.

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The terms "addition" or "subdivision", wherever used in these restrictions, shall apply only to the above described Churchill Acres. CANDY STICK CORPORATION has subdivided the same into lots and blocks with intervening streets, drives, and easements for the construction, operation and maintenance of utility lines in accordance with the map or plat of said Subdivision prepared by Urban Engineering, Consulting Engineers of Corpus Christi, Texas, duly approved by the City Council of the City of Three Rivers, as same are on file and of record in Vol. 152A, Page XX, Map Records of Live Oak County, Texas, and does hereby dedicate said streets, drives, and easement ways for the construction operation and maintenance of utility lines to the use of the future owners of lots within said Subdivision and to the public as such, in accordance with the words and provisions of dedication set forth on the face of said map.

1. 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 high-quality, restricted, single family residential section, the following restrictions and conditions of 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 maps, which conditions and restrictions shall constitute covenants running with the land, shall be binding upon and inure to the benefit of CANDY STICK CORPORATION, its successors and assigns, and upon all persons acquiring property

in said addition, whether by purchase, descent, devise, gift or otherwise, and any person by the acceptance of title to any lots of this subdivision shall agree and covenant to abide by and perform the terms, conditions, restrictions and covenants as set forth herein. Such restrictions and conditions shall be made a part of each contract and/or deed executed by, or on behalf of CANDY STICK CORPORATION, conveying a lot or lots within said addition, by reference to the place of record of this instrument and by acceptance thereof, the Grantee, and all persons claiming under him, shall be bound thereby, and each such contract and/or deed shall be conclusively held to have been executed, delivered and accepted subject to all of the terms, conditions and restrictions set out in this instrument. In the event, however, of the failure of any contract and/or deed to 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.

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2. DEFINITIONS:

A. The work "street" as used herein shall include any road, street, drive, court, square, circle, terrace, plaza or passageway as shown on the recorded maps as a thoroughfare.

B. A "lot" as used herein shall be interpreted to mean a single family residential building site without regard to whether such buildings are identical or not.

C. A "corner lot" is one that abuts on more than one street. Any lot, except a corner lot, shall be deemed to front the street upon which it abuts. A "corner lot" shall be deemed to front on the street on which it has only the smallest dimensions and shall be built to front on such street, except that the Architectural Control Committee, appointed by CANDY STICK CORPORATION, reserves the right to designate that the improvements constructed on any such corner lot shall face diagonally or on the street having the longest dimension.

3. ARCHITECTURAL CONTROL:

A. There is hereby created an Architectural Control Committee, which shall be composed of three members. The initial members shall serve until his successor is named, as provided herein, and shall be:

ROGER J. SEAMAN, JR.,	5902 Liptonshire, Corpus Christi, Tx.
WALTER SELCER	5902 Liptonshire, Corpus Christi, Tx.
<del>XXXXXXXXXX</del>	5902 Liptonshire, Corpus Christi, Tx.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the

a successor. No member of the Committee, or its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of 2/3rds of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee, or to restore to it, any of its powers and duties.

B. 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. Approval shall be as provided in paragraph C below.

C. One set of final 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 returned. Any modifications or changes to the approved set of plans must again be submitted to the Architectural Control Committee for their inspection and approval.

D. 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 to it, or in any event if 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.

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

- (1.) Change all restrictions in conflict where one lot and all or a portion of other contiguous lots are being used together for the purpose of building a single family residence without regard as to whether or not such buildings are identical;
- (2.) Change the restrictions as to fences and walls;
- (3.) Change the restrictions on obstructions of sight lines on any corner lot;

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

4. GENERAL LAND USE:

A. All lots in said subdivision shall be used as single family residential lots, without regard to whether or not such buildings are identical, and for no other purposes.

B. All buildings placed on any of said lots shall be newly erected on said lot and no second hand or used buildings shall be moved onto any of said lots.

C. No commercial activity of any nature shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or 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 cattle, hogs, poultry, horses, or other animals may be kept on any part of the subdivision, except that this paragraph shall not preclude the keeping of pets or animals other than the above mentioned such as are ordinarily kept as pets in residential subdivisions provided they are not kept or bred for any commercial purposes and are regularly vaccinated against rabies.

D. No outdoor toilet shall be placed on any lot.

E. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

F. No sign of any kind shall be displayed to the public view except one professional sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

G. No structure, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any lot as a residence, either temporarily or permanently.

H. Any house trailer, recreation vehicle, boat, bus, truck or similar vehicle, shall be used on any lot as a residence either temporarily or permanently.

I. 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.

J. No radio or television aerial or guy wires shall be maintained on any portion of any lot forward of the front wall line of the respective main building.

K. Said real estate or any part thereof shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or the disposal of such material shall be kept in a clean and sanitary condition.

L. No individual water supply system shall be permitted on said real estate unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City, State or local public health authority. Approval of such system as installed shall be obtained from the proper authority.

5. SIZE, TYPES AND PLACEMENT OF STRUCTURE AND MATERIALS:

A. Facing: All improvements on lots shall be constructed so as to front the street upon which such lot faces. Corner lots may have the improvements placed as approved by the Architectural Control Committee.

B. Minimum Floor Areas: No dwelling shall be permitted on any lot within the subdivision unless the ground floor area of the main structure - exclusive of one-story or two-story open porches, garages (whether attached or detached) and patios - contains not less than the number of square feet hereinafter set forth.

No dwelling, exclusive of open porches, terraces or garages, shall be permitted on any lot at a cost of less than twenty-five thousand dollars (\$25,000.00) it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling. The ground floor area of the main structure, exclusive of one-story and two-story open porches, terraces and garages, shall not be less than:

1200 square feet

C. Exterior Walls: The exterior walls of each dwelling shall be not less than 25% natural stone veneer or brick veneer. In computing this percentage, all door and window openings and gables shall be excluded from the required

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only. On the remaining portions of the exterior walls, surface areas of the mainstructures and on any outbuildings, except green houses, the materials used must be in keeping with the general architectural design of the buildings. Asbestos may be used only in sheeting form and no asbestos siding may be used for walls or trim.

D. Roof: The pitch of the roof is to be subject to the approval of the Architectural Control Committee on all main structures and on all outbuildings, either attached or detached, but in no event will flat roofs be permitted.

E. Foundations: On all main structures and on all outbuildings, whether attached or detached, all foundations must be concrete slab type, or, in any case, closed in at the perimeter.

F. Fences or Walls: 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 setback 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 feet and shall be subject to approval by the Architectural Control Committee.

G. Building Lines: No building shall be erected on any lot or lots in said subdivision nearer the front lot line than the setback line as shown by said plat, or farther away from the front lot line than as determined to be in harmony with existing structures by the Architectural Control Committee. No portion of any main building shall be erected nearer than five feet to any interior lot line. The side building line upon all corner lots in said subdivision shall be ten feet from the side street line, and where designated on the plat shall be at the distance shown on the plat, and no building shall be built on any lot nearer to the side lot line than the distances herein specified and referred to, except that in the case of any unusual or irregularly shaped lot as approved by the Architectural Control Committee. No dwelling shall be constructed nearer than fifteen feet to the rear lot line.

H. Garage Location: Any garage, servants quarters, or any outbuilding of any kind detached from the main building shall be located on the rear one-third of the lot; shall be located with reference to the side lot line to conform to the Building Code and Zoning Ordinance of the City of Three Rivers, and shall not be constructed upon any portion of the easement on the rear or side property line of any lot.

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I. Upkeep: The purchaser of property 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 easement or in the street abutting the same. The area in all the streets between the pavement and the property line shall at all times be kept clean and free of unsightly obstacles. CANDY STICK CORPORATION shall have the privilege of having said lots cleaned to comply with the above, and any reasonable expense incurred in doing the same shall be paid by the owner of the respective lot or lots.

J. Sight Distance at Intersections: No fence, wall, hedge, or shrub which obstructs sight line at elevation 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 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 site within ten 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 each intersection unless the foliage line is maintained at sufficient height to prevent the obstruction of the above sight line.

6. DURATION OF RESTRICTIONS:

All the restrictions and covenants herein set forth shall continue and be binding upon CANDY STICK CORPORATION and upon its successors and assigns, for a period of thirty years from this date, unless terminated or amended as provided herein. At the expiration of said term of thirty years above set out, the restrictions and covenants as herein set out shall automatically be extended for an additional ten year period and for the successive periods of ten years thereafter, unless same are nullified or revised as hereafter provided. After the expiration of thirty years from the date of this instrument, the owners of a majority of the lots in this 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 Live Oak 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 shall be null, void and of no further force and effect, or be modified or revised as the aforesaid mentioned instrument may direct.

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7. RIGHT TO ENFORCE:

The restrictions herein set forth shall be binding upon CANDY STICK CORPORATION, its successors and assigns, and all parties claiming by, through or under it and all subsequent owners of property in said subdivision, each of whom shall be obliged and bound to observe such restrictions, covenants and conditions. The violation of any such restrictions, covenants and 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 CANDY STICK CORPORATION, or the owners of any lot or lots in this Subdivision, or W.J. Churchill et ux, Ann Churchill, shall have the right to enforce observance or performance of the provisions of this instrument. If any person, or persons, violates or attempts to violate any of the restrictions, terms, conditions and covenants contained herein, it shall be lawful for any person, or persons, owning any lot in said subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction, term, condition or covenant, either to prevent him or them from so doing, or to correct such violation, or to recover damages, or to obtain such other relief for such violation as then may be legally available.

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8. SEVERABILITY:

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

9. EASEMENTS:

All lots in this subdivision are subject to certain easements over and across 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, water, sewer lines, electric lighting, and telephone poles or cables, pipelines and drainage ditches or structure, 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 anyone 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



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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 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, provided no permanent structures are built thereon and provided no damages shall accrue to the City of any utility company because of the removal and non-replacement of such construction for the purpose of satisfactorily operating utilities in such easements or rights of way.

In addition to the ground easements above listed, an additional aerial easement is reserved resulting in a total overall ground easement ten feet wide from the ground upward and an unobstructed aerial easement, twenty feet wide from a plane fifteen feet above the ground upward, centered on the ground easements. This aerial easement being particularly needed by the light and telephone companies for the protection of all overhead wires.

10. DEDICATION:

This instrument of dedication relates to and affects the above described property and shall not affect other property not herein described.

11. LIENHOLDERS APPROVAL:

The above described property is subject to a deed of trust executed by CANDY STICK CORPORATION, a Texas corporation, to Ronnie R. Harwell, Trustee for State National Bank of Robstown, being dated April 4th, 1978, and recorded in Volume 110, Page 175, Deed of Trust Records of Live Oak County, Texas, and the holders of such liens and encumbrances hereby agree, consent and approve to the restrictions set forth above, and that the encumbrances so described shall be subject and subordinate to such restrictions.

EXECUTED this the 3rd day of April, 1978.

CANDY STICK CORPORATION  
BY: Roger J. Seaman, Jr.  
ROGER J. SEAMAN, JR., President

ATTEST:  
Susan Selcer  
SECRETARY

STATE NATIONAL BANK OF ROBSTOWN  
BY: [Signature]

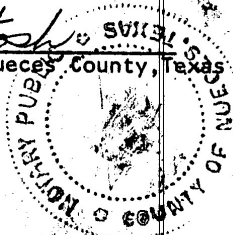
STATE OF TEXAS X

COUNTY OF NUECES X

BEFORE ME, the undersigned authority, on this day personally appeared ROGER J. SEAMAN, JR., President of Candy Stick Corporation, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation and as President thereof and for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 3rd day of April, 1978.

Barbara Bartosh  
Notary Public in and for Nueces County, Texas



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STATE OF TEXAS X

COUNTY OF NUECES X

BEFORE ME, the undersigned authority, on this day personally appeared R. Howell, & V.P., State National Bank of Robstown, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation and as officer thereof and for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 6 day of April, 1978.

JUDY MAIKOETTER  
Notary Public in and for Nueces County, Texas

Judy Maikoetter  
Notary Public in and for Nueces County, Texas

100.00 US

54756

Instructions

Stick Carport  
from

To

Chill Acres  
Division

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20  
April A. D. 1978  
O'CLOCK P M

BILL BAIN  
COURT, LIVE OAK COUNTY, TEXAS  
for *America*  
4-3-78

to  
Stick Corp.  
Wipshawshire  
Choi 52, TX 78445  
FACT CO. # 2,000