

owner, may be rented, leased or sold. All such renting or leasing shall be for no other use than herein provided; and, any sale shall be limited to a person authorized to own property within the Subdivision. All such renting, leasing or sale shall be by the Developer, or an agent or agents designated by it for such purpose. The Developer shall also collect all money in connection therewith for the account of such owner and shall pay same to the owner, after first deducting therefrom any indebtedness due and owing to Developer or otherwise.

SIZE, TYPE AND PLACEMENTS OF STRUCTURE
AND MATERIALS

1. All improvements on the lots shall be constructed so as to front the street, drive or walkway upon which such lot faces. No building of more than one-story in height shall be constructed on any of the lots; and, no residence building of less than 1,200 square feet, exclusive of open porches and patios, shall be constructed or permitted to remain on any of the lots.

2. The exterior walls of each dwelling shall be not less than 65% masonry, including, but not limited to natural stone, brick, stucco or a veneer or any of them. In computing this percentage,

all door and window openings and gables shall be excluded from the required area.

3. The pitch of the roof is to be subject to the approval of the Architectural Control Committee; but, in no event will flat roofs or built up roofs be permitted.

4. All foundations of buildings shall be concrete slab.

5. No fence, wall, hedge or other like structures shall be permitted on any of the lots.

6. No building shall be erected on any lot nearer the front line than the set back line as prescribed by the Architectural Control Committee. The Architectural Control Committee shall also prescribe the location of any building with respect to any interior lot line.

7. No landscaping, planting of shrubbery, trees or the like shall be permitted on any lot except with the approval of the Architectural Control Committee.

8. No parking shall be permitted in any of the streets or drives and no such streets or drives shall be in any manner blocked or partially blocked by children's bicycles, tricycles, toys, or any other thing.

9. An easement over and upon each lot, tract, drive, parking area, and elsewhere is reserved to the Developer for water lines, gas lines, electric lines, sewage lines, and other utilities.

LIMITATION OF OWNERSHIP OF LOTS

1. The lots of the Subdivision are for the benefit of the members of the Country Club, and no person shall be permitted to purchase, acquire, or own, any lot or construct improvements on any lot within the Subdivision unless he shall first make written application to the Country Club and its governing body for membership therein, and shall have been certified as a member in good standing of the said Country Club.

2. Each lot owner shall be subject to these covenants and restrictions and to the by-laws, rules and regulations promulgated for the Country Club.

3. Each lot owner in order to be permitted to use any of the facilities of the Country Club, shall be a member thereof in good standing, and required to pay all dues and assessments thereof when due, unless otherwise provided by the by-laws, rules and regulations of the Country Club.

MAINTENANCE CHARGE AND COUNTRY CLUB DUES

1. There is hereby levied on each lot owner within the Subdivision a maintenance charge of \$20.00 per month for the year 1969, payable in advance on the first day of each month. The same amount shall be charged each month thereafter unless changed by action of the Developer. There is also levied on each lot owner within the Subdivision the dues and assessments prescribed by the Corporation for the Country Club.

2. There is hereby granted to Developer and the Country Club an express lien against each lot to secure all obligations of the owner or owners of said lots to Developer and the said Country Club, as well as all obligations at any time imposed upon the owner or owners of said lots to the Country Club by virtue of membership therein. Such lien may be foreclosed in the same manner as a vendor's lien, without prejudice, however, to any rights powers or causes of action which the said lien may have against any party who is then or who has theretofore been the owner of the property affected thereby. The lien and all other provisions of this agreement shall be secondary and subordinate to any liens, deeds of trust and encumbrances whatsoever given to any lender to secure the purchase price of the subject property or any part thereof, or given for the purpose of

making repairs or constructing dwellings or any other improvements whatsoever on any part of the subject property.

3. If any such lender acquiring such indebtedness be indoubt as to the purpose for which such loan is made or indebtedness incurred, or as to whether the lien granted is subordinated to any lien or deed of trust given for the purpose of securing any such mortgage or indebtedness, the lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Developer or the Corporation. The Developer or Corporation for the Country Club may subordinate said lien for maintenance charges or fees to the Country Club to any other lien by proper written instrument. The Developer or Corporation may also release any such lien in whole or part with respect to any lot or lots if it be deemed advisable without affecting said lien insofar as it applies to any other lot or lots.

4. If the said maintenance charge shall become delinquent and if such delinquency shall remain for a period of 30 days, then and in that event there shall become due interest on such delinquent amount at the rate of 6% per annum from the end of the 30 day period. Further, in the event of the nec-

essity of filing suit, the delinquent owner shall be required to pay reasonable attorneys fee and costs of court.

5. The said maintenance charge shall be maintained by the Developer in a seperate account and shall be used only for the payment of the maintenance expenses incurred for any and all of the following purposes: Construction and maintenance of streets, drives, sidewalks, drainage ditches, street markers, trees and shrubbery, bath houses, swimming pools, parking areas, lawns, disposal of garbage, and for any other purposes deemed by the Developer to be necessary or desirable for the development and maintenance of the Subdivision and common areas thereof.

6. Dues and assessments owing to the Country Club, shall be governed by the by-laws, rules and regulations of the Country Club.

FORECLOSURE OF LIENS

In the event that it shall become necessary for an organization or person to foreclose any lien on any lot, lots or other property of the Subdivision, and at such foreclosure sale of the lot, lots or other property in question is purchased by the holder of such lien or some other person, organ-

ization or corporation, then and in that event the purchaser shall have the full right and authority to own such property. However, in the event of a sale of such property by such purchaser at the foreclosure sale, the Developer or the Corporation shall have the prior right of purchasing the same, the price to be agreed upon by the respective parties but not to be in excess of the appraised market price. In the event of the failure of the Developer or Corporation to purchase such property, within 30 days from the date the proposal is submitted, the owner thereof under such foreclosure sale shall have the right and privilege of selling same in the open market, but the purchaser thereof shall not be entitled to any of the privileges afforded to members of the Country Club unless he is or becomes a member thereof.

DURATIONS OF COVENANTS AND RESTRICTIONS

1. These covenants and restrictions shall constitute and remain in full force and effect for a period of 25 years from date of the execution of this instrument. At the expiration of 25 years they shall be automatically extended for an additional period of 10 years and for successive periods of 10 years thereafter unless nullified, changed or

modified as hereinafter provided.

2. Upon the expiration of 25 years from date of the execution of this instrument, the owners of a majority of the lots within the Subdivision may execute and acknowledge an agreement in writing terminating, modifying or revising these restrictions and covenants and file the same in the office of the County Clerk of Cameron County, Texas; thereafter said covenants and restrictions shall be null and void, or be modified or revised as prescribed in such agreement.

COVENANT RUNNING WITH THE LAND

1. Each and every covenant and restriction contained herein shall constitute a covenant running with the land, and shall be binding upon the Developer, the Corporation, the Country Club, and each owner or successor owner of lots within the Subdivision.

2. The provisions of this instrument shall be deemed a part of each deed, contract of sale or other muniment of title covering and conveying any and all lots within the Subdivision, whether or not such deed, contract or other muniment of title specifically incorporates therein the provisions of this instrument.

MISCELLANEOUS

1. These restrictions may be enforced by the filing of suit or otherwise by the Developer, the Corporation, the Country Club, or by any of the lot owners, such enforcement to be by injunction or otherwise.

2. Developer, its successors and assigns, shall retain the reversionary rights and interest in and to all land dedicated or under any public road. Therefore, in the event any public road is ever closed, abandoned or no longer used by the public, the land underlying such road shall revert to Developer, its successors or assigns:

JOINDER BY LIENHOLDERS

The holders of liens upon the land constituting the Subdivision join in the execution hereof for the sole purpose of acknowledging the restrictions herein set forth and agreeing that said land may be subordinated and restricted as herein set out consistent with their lien interest, but they shall have no liability to perform or to see to the performance of any of the covenants and restrictions herein undertaken by Developer or any other party hereto.

EXECUTED this 1st day of April, 1969.



ATTEST:
Billie R. Groves
Asst. Secretary

VALLEY INN & COUNTRY CLUB, INC.
BY Bill D. Bass
President

ATTEST: R. G. VALLEY INN & COUNTRY CLUB, INC.

M. H. Conner Secretary By Tom Sharpe President

ATTEST: REPUBLIC NATIONAL LIFE INSURANCE CO.

W. F. Weisbruch Assistant Secretary By Ervin W. Atkerson President
W. F. Weisbruch Ervin W. Atkerson

STATE OF TEXAS X
COUNTY OF CAMERON X

BEFORE ME, the undersigned authority, on this day personally appeared Bill D. Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Valley Inn & Country Club, Inc. of Brownsville, Texas, and as the President thereof, and for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office this 1st day of April, 1969.



Billie R. Groves
Notary Public, Cameron County, Texas

STATE OF TEXAS X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, on this day personally appeared Ervin W. Atkerson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Republic National Life Insurance Company of Dallas, Texas and as the President thereof, and for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office this 18th day of March, 1969.



Margaret Van Arsdall
Notary Public, Dallas County, Texas
Margaret Van Arsdall

STATE OF TEXAS X

COUNTY OF CAMERON X

BEFORE ME, the undersigned authority, on this day personally appeared Bill D. Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of R. G. Valley Inn & Country Club, Inc. of Brownsville, Texas, and as the President thereof, and for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office this 1st day of April, 1969.



Billie R. Groves
Notary Public, Cameron County,
Texas