

DEED RECORDS

VOL 870 PAGE 140

L. 5149

COVENANTS AND RESTRICTIONS OF COUNTRY CLUB ESTATES,
SECTIONS 4, 5, 6, 7, 7A, 7B, 8,
8A, 8B, 8C, 9, 9A, 13 and 100

WHEREAS, Valley Inn and Country Club, Inc. a Texas corporation, hereinafter designated as "Developer", is the owner of that certain property located in Cameron County, Texas, more particularly described on the Exhibit "A" hereto attached and made a part hereof for all purposes; and

WHEREAS, Developer also owns what is commonly known and designated as a Country Club, comprising, but not limited to, a golf course, swimming pool, club house, and the like which adjoins the Subdivisions, and which will be more particularly referred to hereinafter; and

WHEREAS, Developer desires to subdivide the property described in the Exhibit "A" into lots, tracts, drives, parking areas, and common areas, and constitute the same as high quality restricted residential subdivisions known and designated as Country Club Estates, Sections 4, 5, 6, 7, 7A, 7B, 8, 8A, 8B, 8C, 9, 9A, 13 and 100, the designation and boundary of each such section being more particularly described on the said Exhibit "A", the same to be hereinafter referred to as "Subdivision;" and

WHEREAS, for the purpose of administering the affairs, business operation and maintenance of the

Country Club, R G Valley Inn and Country Club, Inc. has been incorporated under the laws of Texas as a non-profit corporation, and is hereinafter called the "Corporation"; and

WHEREAS, for the purpose of creating and carrying out a uniform plan for the maintenance and improvements of such Subdivision and the lots therein, as a high quality restricted residential Subdivision, the covenants and restrictions with respect to thereto are designated hereinafter; and

WHEREAS, the ownership of the lots and improvements thereon within such Subdivision shall be limited to persons who have qualified in accordance with the by-laws, rules and regulations of the Corporation and Country Club for membership in the Country Club; and

WHEREAS, such covenants and restrictions, shall constitute covenants running with the land and shall be binding upon and for the benefit of Developer, the Corporation, the Country Club, and all persons acquiring and owning property within the said Subdivision; and

WHEREAS, such covenants and restrictions, herein set forth and in the by-laws, rules and regulations of the Country Club, shall be made a part of

each contract, deed or other muniment of title executed by or on behalf of Developer, or any successor in title, conveying a lot or lots within the Subdivision whether or not set forth in such deed, or these said covenants and restrictions may be referred to merely by the volume and page where recorded in the office of the County Clerk of Cameron County, Texas:

THEREFORE, the said Valley Inn and Country Club, Inc., owner of the said Country Club, designates the said Subdivision as Country Club Estates, Sections 4, 5, 6, 7, 7A, 7B, 8, 8A, 8B, 8C, 9, 9A, 13 and 100, and Developer does hereby set aside to the use of the owners of the lots within the subdivision, (but not to the public generally), the roads, drives, alleys, parks, playgrounds, easements, and common areas to be constructed in such Subdivision, and these covenants and restrictions shall constitute obligations of Developer, the Country Club, the Corporation and each lot owner.

By use of the term "Developer" of "Valley Inn and Country Club, Inc." of "R G Valley Inn & Country Club, Inc." or "Country Club" herein shall also include and be construed to mean "its successors and assigns."

GENERAL PROVISIONS

1. The Corporation shall have general supervision and control over the affairs, business, operation and maintenance of the Country Club, and the preparation and enforcement of the by-laws, rules and regulations thereof.

2. The Developer shall have general supervision and control over the affairs, business, operation and maintenance of this Subdivision. It shall maintain and administer all areas within the Subdivision designated, or hereafter designated, for the common use, enjoyment and benefit of the lot owners, and to maintain, repair and replace the planting and improvements located thereon, and shall also maintain regularly the grass and planting on each of the lots within the Subdivision. The Developer shall levy, collect, expend and have charge of the maintenance charge herein provided for.

3. The common areas of the Subdivision shall consist of all areas except the designated lots for the construction of residence buildings; and, on such lots, as herein provided, the lawns and planting and other structures thereon (except the residence buildings), shall be maintained by the Developer.

ARCHITECTURAL CONTROL COMMITTEE

1. There is hereby created an Architectural Control Committee which shall be composed of

3 members. Each member of the Committee shall serve until his successor is named as provided herein, the initial such committee to be:

Bill D. Bass, P. O. Box 523, Brownsville, Texas.

Marvin Boland, Brownsville, Texas.

A. A. McFadden, 434 Boca Chica, Brownsville, Texas.

2. A majority of the Committee may designate a representative to act for it.

3. Members of the Architectural Control Committee shall be appointed annually by the Developer. Any or all members of the Architectural Control Committee may be removed at any time by the Developer. In the event of any vacancy such vacancy shall be filled by the Developer.

4. 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 5 below.

5. Final plans and specifications shall be submitted in duplicate to the Architectural Control

Committee for approval or disapproval. One complete set of plans and specifications as approved will be retained by the Architectural Control Committee and the other complete set of plans will be marked "Approved", if 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 its inspection and approval.

6. The Committee's approval or disapproval as required in these covenants shall be in writing.

7. In the event the Committee or its designated representative fails to approve or disapprove any such plans and specifications within 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.

8. The Architectural Control Committee shall have full supervision and control over the maintenance, improvements and all construction, other than residence buildings, in the common areas of the Subdivision.

9. The appointment and control of the members of the Architectural Control Committee and

the Architectural Control Committee may be at any time vested in the lot owners, same to be within the discretion of Developer.

GENERAL LAND USE

1. All lots in the Subdivision and improvements thereon shall be used for single family residential purposes, and for no other purpose.

2. All buildings placed on any of the lots shall be newly erected on the lot and no used buildings shall be moved onto any of the lots.

3. No commercial activity of any nature shall be carried on upon any lot or in any building thereon, subject, however, to Paragraph 16 hereof. No cattle, hogs, poultry, horses, other animals or fowls 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 a high class restricted residential subdivision, provided they are not kept or bred for any commercial purposes.

4. No outdoor toilet or garage shall be placed on any lot.

5. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells,

tanks, tunnels, mineral excavations or shafts shall be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any lot.

6. No sign of any kind shall be displayed to the public view, except the number of the building, and in small letters the name of the owner.

7. No trailer, basement, tent, shack, garage, other outbuildings, or temporary structure shall be constructed or used on any lot as a residence or for any other purpose, either temporarily or permanently.

8. House trailers, boats, buses, trucks or similar vehicles, shall be parked only as and where permitted and approved by the Architectural Control Committee.

9. No lot shall be used or maintained as a dumping ground for rubbish or trash.

10. Garbage shall not be deposited except in sanitary containers and such containers shall be maintained in a clean and sanitary condition at a place where it may not be seen from any driveway or public area.

11. No radio or television aerial or guy

wires shall be maintained on any portion of any lot except on approval of the Architectural Control Committee.

12. No clothes line shall be maintained or used on any lot.

13. The conveyance of each lot shall include the exclusive use of the designated carport and storage area.

14. Each lot owner shall take notice of and shall abide all provisions of the by-laws, rules and regulations of the Country Club and the Corporation now or hereafter promulgated, and shall be entitled to the use of the Country Club and its facilities only as permitted by the by-laws, rules and regulations thereof.

15. It shall not be a violation of these restrictions for a medical doctor or a lawyer to practice his or her profession in any building located on any lot within the Subdivision, provided that at such time the medical doctor or lawyer shall be occupying the premises in question as his or her home, whether permanent or temporary; but, no sign shall be displayed indicating such use.

16. Any lot and the improvements thereon located within the Subdivision, if desired by the