

COMPARED

RESIDENTIAL VENICE, INC.

VENETIAN ESTATES INC.

TO # 115789

AND

VENETIAN ESTATES
RESTRICTIONS

RESIDENTIAL VENICE, INCORPORATED.

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STATE OF TEXAS

COUNTY OF FORT BEND:

KNOW ALL MEN BY THESE PRESENTS:

That Residential Venice, Incorporated, being the Owner of that certain tract of 0.43 Acres out of the S. M. Williams League, Abstract 97, and 38.39 Acres out of the Brown & Belknap League, Abstract 15, Fort Bend County, Texas, which has been platted and subdivided into that certain subdivision filed herewith and known as Venetian Estates, Section Two, according to the plat of said subdivision filed for record in the office of the County Clerk of Fort Bend County, Texas, on the 16th day of March 1959, under File Number 115789, and desiring to create and carry out a uniform plan for the improvements, development, and sale of the lots in said subdivision, for the benefit of the present and future owners of said lots, does hereby adopt and establish the following reservations, restrictions, covenants, and easements to apply uniformly to the use, occupancy, and conveyance of all lots in Venetian Estates, Section Two, and each contract or deed which may be hereinafter executed with regard to any lots in said Venetian Estates, Section Two, shall be conclusively held to have been executed, delivered, and accepted on the following reservations, restrictions, covenants, and easements; regardless of whether or not said reservations, restrictions, covenants, and easements are set out in full or by reference in said contract or deed;

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RESTRICTIONS

1. LAND USE AND BUILDING TYPE:

No lot shall be used for any purpose other than residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than a single family dwelling unit not to exceed one story in height with an attached or detached garage for not more than three cars.

2. ARCHITECTURAL CONTROL:

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 material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. The Architectural Control Committee shall be composed of three members, namely:

B. F. Edwards

J. R. Pirtle

R. M. Millwee, Jr.

A majority of the Committee may designate a representative to act for it. In event of 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 rendered or performed pursuant to this covenant. At any time, the then record owners of eighty percent of lots in Venetian Estates, Sections One, Two, Three and Four shall have the right through a duly recorded instrument attested to by the individual home owners to change the membership of the Architectural Control Committee. The Committee's approval or disapproval as required herein shall be in writing. If the Committee, or its designated representative, fails to give written approval or disapproval 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 has been commenced prior to the completion of the improvements, approval will not be required and the related covenants shall be deemed to have been fully satisfied.

3. DWELLING COSTS, QUALITY, AND SIZE:

The ground floor area of the main residential structure, exclusive of open porches, garages, porte cocheres, shall contain a minimum of 2,000 square feet of enclosed living area.

The exterior of the building shall be 75% masonry exclusive of window and door openings between the elevation of the finished floor and the elevation of the finished ceiling.

All exterior surfaces exclusive of masonry, window, and door openings, shall be of a material suitable for exposure to weather without undue deterioration and materials used on the exterior requiring painting or other protective coatings shall be maintained so that said paint or other protective coating remains intact with uniform coloring.

4. BUILDING LOCATION:

No building, structure, or fence shall be located on any lot nearer to the front lot line or nearer to a side street than the minimum building set back line shown on the recorded plat. No building shall be located nearer than 10 feet to any interior property line, except for roof overhang. No building shall be located nearer than forty (40) feet from the lot line bordering on water frontage. No structure, fence, porch, garage, patio, or other improvement shall be built in the area between the building line and the water that

extends five (5) feet above natural grade. No structure, building, fence, dock, or pier shall be built that extends into the water beyond the lot lines as shown on the dedication plat. No slips or excavations shall be made into the lots between the lot line and building line on the water frontage that will materially change the outline of the water's edge. Floating piers or

filling beyond the property line is expressly prohibited.

5. LOT USE

Only one residence shall be constructed or permitted on each lot, homestead tract, separate parcel of land as shown by the recorded plat herein before mentioned.

6. EASEMENTS

Easements for the installation and maintenance or utilities are reserved as shown and provided for on the recorded plat.

There is also dedicated for utilities an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all easements shown hereon.

7. NUISANCE AND COMMERCIAL USE OF PROPERTY:

No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be or may become an annoyance to other property owners.

No business, professional, or commercial activity shall be conducted on these properties. No customers, clients, or employees shall enter upon these properties for business, professional, or commercial purposes.

Provision has been made for water and sewer service to each lot in the subdivision, it is hereby expressly prohibited for any residence in the subdivision to be equipped with septic tank and/or drain field. The drilling of water wells upon these properties is also prohibited. The storm, water, or roof drains will be drained to the waterway and not to the sanitary sewer. All plumbing fixtures shall be connected to the sanitary sewer system.

8. TEMPORARY STRUCTURES:

No structure of a temporary character, such as trailer, tent, shack, garage, or other outbuilding shall be used or placed on any lot at any time. All permanent structures shall receive the approval of the Architectural Control Committee prior to construction.

9. SIGNS

No signs of any kind shall be displayed to public view on any lot except one sign not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. No sign shall be permitted that directly or indirectly indicates the business or professional status of the occupant or solicits any business activity within the residence in violation of Section Seven of these Restrictions.

10. OIL AND MINING OPERATIONS:

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

11. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lots, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Any such pets, including dogs and cats, shall be fenced, caged or otherwise restricted to the owner's property.

12. PLANTING IN RIGHT-OF-WAYS

No trees or shrubs shall be planted in street right-of ways except with permission of the Architectural Control Committee.

13. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in standard covered garbage containers. All such containers shall be kept in a clean and sanitary condition. No incinerators shall be used on any lot, nor shall any refuse be disposed of by burning within the subdivision, but shall be removed from the subdivision for disposal.

14. WATERWAYS:

It is understood and agreed that all lakes, canals, and other waterways remain the property of the developer and that no construction shall be allowed within the boundaries of the waterways beyond the lot lines as shown on the dedication plat.

No boats or other water-borne craft shall be propelled by means of internal combustion engines either inboard or outboard. And further, that only fishing skiffs, or sailboats shall be allowed upon the waters of this subdivision. No houseboats, rafts, or other craft will be allowed upon the waterways either temporarily or permanently.

The Owner of the waterways shall be held harmless from the claims arising from the use of said waterways. It shall be the responsibility of each property owner to maintain his property at the waterline and provide bulkheads of a type approved by the Architectural Control Committee should he deem that such bulkheads or retaining walls are required to prevent erosion.

15. TELEVISION ANTENNAE AND APPURTENANCES.

No television or radio antennae, wiring, poles, or supports shall be allowed that extend beyond the building lines, lot lines, or are of such height as to be in excess of five (5) feet above the ridge line of the residential dwelling unit.

16. UTILITY SERVICES TO RESIDENCES:

House services for natural gas shall terminate behind the building line with meters set to the side of the structures served thereby.

Electrical services shall run underground to the electric poles in the street right-of-way.

Telephone service shall run underground to the electric poles in the street right-of-way.

17. TERM:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of twenty-five (25) years unless an instrument signed by the then owners of a majority of the lots have been recorded, agreeing to change said covenants in whole or in part.

18. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

19. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

The restrictions herein set forth shall be binding upon Residential Venice, Incorporated, its successors and

assigns, and all parties claiming by through or under it or them, and all subsequent owners of property in said subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions; provided, however, that no such person or corporation shall be liable except in respect to breaches committed during its, his, or their ownership of said property. The violation of any such restriction, covenant or condition 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 restrictions, covenants, and conditions hereto mentioned. Residential Venice, Incorporated shall have the right to enforce observance and performance of such restrictions, covenants, and conditions, and in order to prevent a breach, or to enforce the observance or performance of same, shall have the right, in addition to all legal remedies, to any injunction either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any such restriction, covenant, or condition, or to enforce performance of same.

IN TESTIMONY WHEREOF, Residential Venice, Incorporated has caused these presents to be executed by its President, and its corporate seal affixed hereto, on this 13th day of March, 1959.

RESIDENTIAL VENICE, INCORPORATED

By Thomas L. James
Thomas L. James
President

ATTEST:

STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared Thos. L. James, President of Residential Venice, Incorporated, known to me to be the person whose name is subscribed to the foregoing instrument, the acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of March, 1959.

H. R. Schindler
Notary Public in and for
Fort Bend County, Texas

H. R. SCHINDLER
Notary Public, in and for Fort Bend County, Texas

Filed for Record on the 16 day of
Duly Recorded this the 17 day of

March
March

A. D. 1959, at 3:36 clock P.M.

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ELLA STUBBLEFIELD, County Clerk,
Fort Bend County, Texas

By Doris E. Wallace Deputy