

DEED

topography and finish grade elevation. 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. Approval shall be as provided in Paragraph (N)(2).

(D) Dwelling Cost, Quality and Size: No dwelling exclusive of open porches, garages, carports, and patios, shall be permitted on any lot at a cost of less than Fourteen Thousand Dollars (\$14,000.00), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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 area. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 2,000 square feet for a one-story dwelling and not less than 900 square feet on the ground floor for a two-story dwelling.

(E) Building Location:

(1) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet minimum, 35 feet maximum, to the front lot line or nearer than 10 feet to any side street line.

(2) All houses shall be built of a minimum of fifty-one per cent (51%) masonry veneer.

(3) No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

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(4) For the purposes of these covenants, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building or a lot to encroach upon another lot.

(5) No fence, wall or hedge shall be built or maintained forward of the front wall line of the respective house on a lot.

(6) No existing dwelling shall be moved onto any lot in this subdivision.

(F) Lot Area and Width: No dwelling shall be erected or placed on any lot having a width of less than 86 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,750 square feet.

(G) Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(H) Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently.

(I) Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five 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.

(J) 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 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 on any lot.

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(K) Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

(L) 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 sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(M) Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot which the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(N) Architectural Control Committee:

(1) Membership:

The Architectural Control Committee is composed of Arthur J. Hausman, 1600 Daffodil Street, McAllen, Texas; Leon Rapp, 1412 Primrose Street, McAllen, Texas, and Jack Cawood, 1222 Esperanza, McAllen, Texas. A majority of the committee may designate a representative to act for it. In the 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

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representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority 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 restore to it any of its powers and duties.

(2) Procedure: 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 30 days after 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 thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(O) Fences, Hedges, etc.: No fence, wall or hedge shall be built or maintained forward of the front wall line of the respective dwelling on any lot. No existing dwelling shall be moved onto any lot in this subdivision.

(P) General Provisions:

(1) 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 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(2) Enforcement: Enforcement shall be by proceeding 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.

(3) Severability: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions

DEED

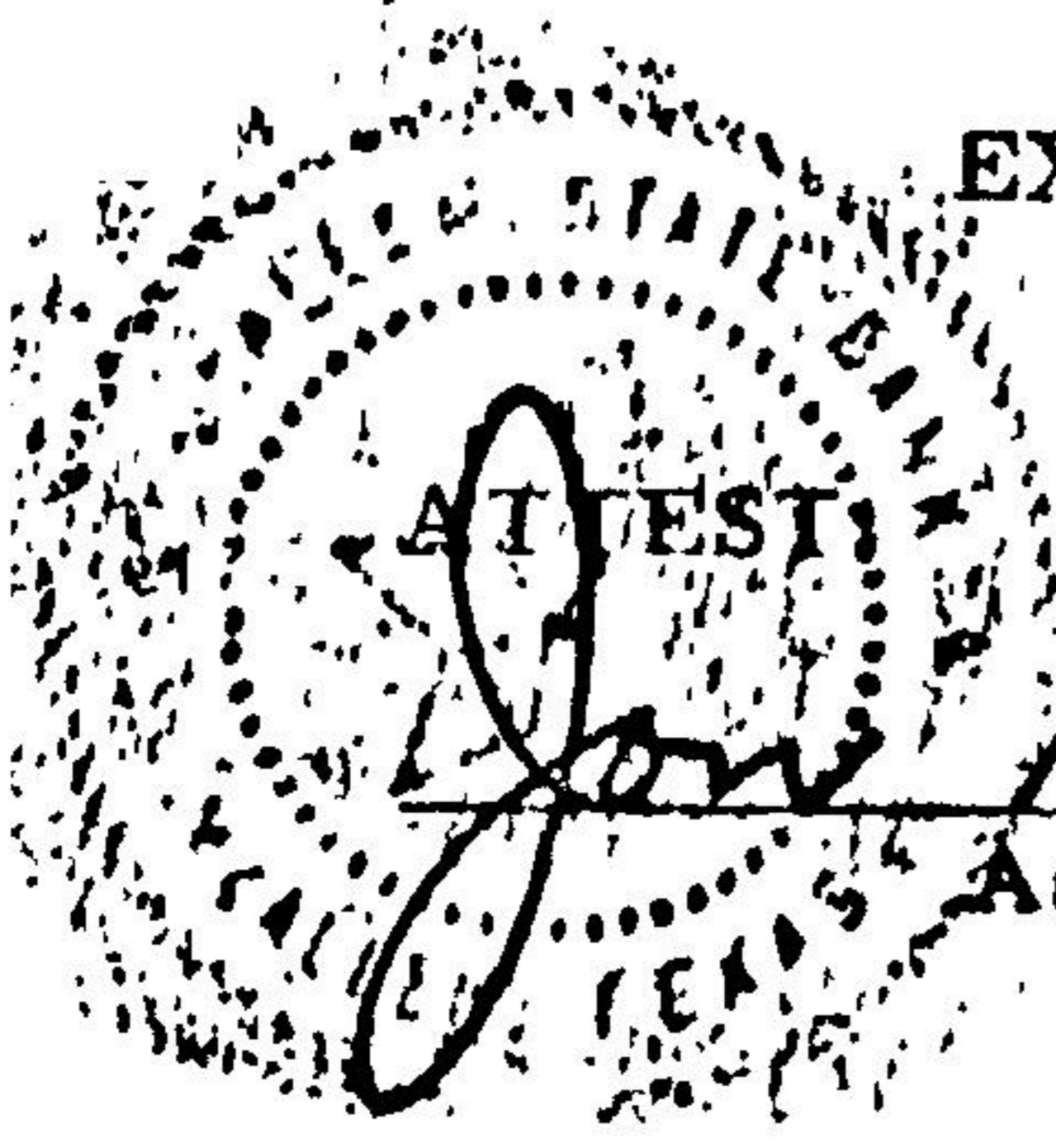
which shall remain in full force and effect.

EXECUTED this the 28th day of June, A. D. 1968.

Jack Cawood, Trustee
Jack Cawood, Trustee

McALLEN STATE BANK, holder of the only existing mortgage indebtedness on the subject property, joins herein for the purpose of subordinating its deed of trust lien to such Building Restrictions to the extent that no foreclosure of such lien will extinguish or invalidate such Building Restrictions.

EXECUTED this the 28th day of June, A. D. 1968.



Gene H. Phillips
Assistant Cashier

McALLEN STATE BANK
By G. E. Roney
G. E. Roney, Executive Vice-President

DEED
10540
*Building
Restrictions*

*JACK CAWOOD, JR
TO
THE PUBLIC*

FILED FOR RECORD THIS DATE
At 4⁴⁶ o'clock J.M.
JUL 17 1968
SANTOS SALDANA
County Clerk, Midland County, Texas
By *A. R. [Signature]* Deputy

*Chg +
Return*
EWERS, TOOTHAKER, EWERS, BYFIELD & ABBOTT
ATTORNEYS AT LAW
McALLEN, TEXAS

DEED OF TRUST

The State of Texas,

10453

350

County of HIDALGO

Know All Men by These Presents:

That I, Willis G. Perkin,

of the County of Hidalgo State of Texas for and in consideration

of the sum of

Ten and NO/100ths (\$10.00)-----DOLLARS
and other good and valuable consideration
to me in hand paid by Hector Davila and wife, Mary C. Davila,

~~_____~~

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

Hector Davila and wife, Mary C. Davila,

of the County of Hidalgo State of Texas all that certain
tract, piece or parcel of land situated and being in Hidalgo County,
Texas, described as follows, to-wit:

The West one-half (W. 1/2) of Lot Nineteen (19),
Block Two (2), College Addition to the City of
McAllen, Hidalgo County, Texas: SAVE AND EXCEPT
all of the oil, gas and other minerals in, to and
under said tract.

DEED OF ~~TRUST~~

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

Hector Davila and wife, Mary C. Davila, their heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

Hector Davila and wife, Mary C. Davila, their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at Pharr, Texas
this 12th day of July, 19 68.

Willis G. Perkin
Willis G. Perkin

Witness at request of Grantor:

DEED ~~TRUST~~

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF Hidalgo

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Willis G. Perkin
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 the 13th day of **July**, A. D. 19 **68**.

(L. S.)

Dr. Rosario A. Cortez
Notary Public in and for **Hidalgo** County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

, wife of
, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ A. D. 19 _____

(L. S.)

Notary Public in and for _____ County, Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

and
, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said
, wife of the said
having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said
acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ A. D. 19 _____

(L. S.)

Notary Public in and for _____ County, Texas

10453

125

Warranty Deed

FROM

WILLIS G. PERKIN

TO

HECTOR DAVILA, ET UX.

2321 Dallas

in Allen Texas 7801

FILED FOR RECORD THIS DATE

At 10:08 o'clock P.M.

at o'clock M.

JUL 16 1968

Co

SANTOS SALDANA

County Clerk, Hidalgo County, Texas

[Signature]

RECORDED

In Co

In Book, on Pa

Co

By

Recording Fee \$

This instrument should be filed immediately with the County Clerk for Record.

The Odde Company, Publishers, Dallas