

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

Please Note: These were typed from an original so it would be legible and searchable. There may be typographical errors and/or omissions. Scans of originals are available on website. DM. 2014

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 County 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 "Subdivisions;" 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 bylaws, rules and regulations of the Corporation and Country Club for membership in the Country Club; 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, alley, 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 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 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 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 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 lines 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 by 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 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 indications such use.
16. **Any lot and the improvements thereon located within the Subdivision, if desired by the 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 there from 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 walk-way upon which such lot faces. No buildings 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 fences, 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 from 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 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. 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 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 in doubt as to the purpose for which loan is made or indebtedness incurred, or as to whether the lien granted I subordinated to any lien or deed of trust given for the purpose of securing any such mortgage or indebtedness, the lender or party 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 such 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 necessity 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 separate 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 all 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, organization 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 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 provide.
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 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 provision of this instrument shall be deemed a part of each deed, contract of sale or other muniment of title covering and conveying upon 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 restriction 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.

Signature Pages and Exhibit A not included.

Another Note:

The entire document, including Exhibit "A," was scanned using one given, as specified in these Covenants and Restrictions, to a new lot owner in May of 1969. The scanned documents may be viewed and/or downloaded.