

RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF VICTORIA §

FILE No. 6927
County Clerk, Victoria County, Texas

WHEREAS, THOMAS B. TONEY, subject to a Deed of Trust lien granted by Deed of Trust dated November 14, 1977, from Thomas B. Toney to D. F. Peyton, Jr., Trustee, for the benefit of Victoria Bank & Trust Company, recorded in Volume 967, Page 29, of the Deed of Trust Records, Victoria County, Texas, is the owner of all of the lots and blocks in FLEETWOOD SUBDIVISION, an addition to the City of Victoria, Victoria County, Texas, according to the established map and plat thereof duly recorded in the Plat Records of Victoria County, Texas, to which reference is here made for all purposes.

WHEREAS, Thomas B. Toney desires to place of record certain restrictive covenants, conditions and limitations affecting some of the lots and all of the blocks in said Fleetwood Subdivision, hereinabove referred to:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That THOMAS B. TONEY, for the purpose of impressing upon the properties hereinabove described and referred to the restrictive covenants and conditions hereinafter set out, being joined herein by the said Victoria Bank & Trust Company, acting by and through its undersigned officer, hereunto duly authorized by resolution of the Board of Directors of said corporation, does hereby make and publish the following limitations, restrictions, covenants and conditions which shall apply to and become a part of all contracts of sale, deeds and all other legal instruments whereby title and possession is divested out of the present owner of the above described properties and is vested in any other person or persons, to all of which the aforesaid owner does hereby bind himself, as the fee owner of said properties

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all of said limitations, restrictions, covenants and conditions shall extend to all of the heirs, executors, administrators, assigns, devisees, lessees, successors and holders of every kind who may purchase or otherwise acquire any real property in the said Fleetwood Subdivision, from the owner thereof, and said owner expressly retains and reserves in every part, parcel and lot in said properties the proprietary right to enforcement and observance of all such limitations, restrictions, covenants and conditions. Any provision in this instrument to the contrary notwithstanding, however, it is expressly provided that Lot Nos Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), Block No. One (1), and Lot Twenty-Two (22), Block No. Four (4) shall not be covered by these restrictions.

I. USE OF LAND:

Lot Nos. Two (2) through Twelve (12) inclusive, Block No. One (1); Lot Nos. Two (2) through Twenty (2) inclusive, Block No. Two (2); Lot Nos. Two (2) through Fourteen (14) inclusive, Block No. Three (3); Lot Nos. Two (2) through Seven (7) inclusive, Lot Nos. Eleven (11) through Eighteen (18) inclusive, Block No. Four (4) shall be used for single family private family residences exclusively.

All of the remaining Lots in Fleetwood Subdivision, being Lot No. One (1), Block No. One (1); Lot Nos One (1) and Twenty-one (21), Block No. Two (2); Lot Nos. One (1) and Fifteen (15), Block No. Three (3); Lot Nos. One (1), Eight (8), Nine (9), Ten (10), Nineteen (19), Twenty (20) and Twenty-one (21), Block No. Four (4) shall be used for duplex or single family dwellings.

The following shall apply to lots used for single family private residences exclusively: No store or business house, and no building of any kind whatsoever shall be erected or maintained

thereon, except private dwelling houses and such out-buildings as are customarily appurtenant to single dwelling houses, each house being detached and being designed for occupancy by a single family. No residence shall be used as a boarding house or as a rooming house. A residence shall be considered a boarding house or rooming house when more than one person is provided board or lodging therein for hire.

No residence of a temporary character shall be permitted on any lot, and no previously built structure shall be moved onto any lot in the subdivision, it being the intention of these covenants and restrictions to require all buildings located on any lot or properties, above described in the first paragraph of this section, to be erected on such lot or properties.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot above described at any time as a residence, either temporarily or permanently.

No trade, business or profession shall be carried on upon any lot or in any structure upon any of the properties hereinabove described and referred to as restricted to duplex or single family dwellings, nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood.

II. LOT AREA AND FRONTAGE:

No dwelling shall be erected on any lot having an area less than the lot as shown on the recorded plat of Fleetwood Subdivision, except for designated commercial property.

III. SIZE OF DWELLING:

The minimum ground floor area of single family one story main structures, exclusive of open porches and garages shall be 1300 square feet. The minimum ground floor area of single family one and

one-half storey houses, exclusive of open porches and garages shall be 1,000 square feet. The minimum floor area of duplex structures, exclusive of open porches and garages shall be 1,000 square feet per apartment.

Any dwelling with garage entry from street shall be required to have a minimum of a double-car garage or double-car carport. Any dwelling with a service drive shall be required to have garage entry from service drive and shall be required to have a minimum of a double-car garage or a double-car carport. No parking will be allowed on service drive or easement adjoining service drive.

At the time of the erection of a residential dwelling on any lot, an attached or detached garage or carport sufficient to store two cars shall be erected.

IV. MATERIALS OF CONSTRUCTION:

The outer portion of the walls of the principal residence building, including attached garages constructed on any lot in Fleetwood Subdivision, shall be composed of rock, brick or stone masonry, covering not less than 50% of the total outside wall area. This provision shall not apply to detached garages situated no nearer than forty feet (40') from the minimum set back line as shown on the recorded plat of Fleetwood Subdivision.

Under no circumstances shall concrete or hollow-tile blocks be utilized as the outer portion of the walls of the residence or garage, nor shall any asbestos siding or metal siding be used on the garage, nor shall the main structure have asbestos siding anywhere.

V. DRIVEWAYS AND SIDEWALKS:

Each residence with garage entry from street shall have a concrete driveway leading from the street to garage or carport, and such driveway shall be at least ten feet (10') wide and conform in all respects to the standards prescribed by the City of Victoria.

The owner of each lot upon which a dwelling house is erected shall install a four foot (4') wide concrete sidewalk between the curb and the front line of such lot, in accordance with the specifications and standards prescribed by the City of Victoria, Victoria County, Texas. If such lot be a corner lot, such sidewalk shall be installed between the curb of the side street and the side line of said lot.

VI. BUILDING LOCATION:

No single family dwelling shall be located on any lot nearer to the front line or nearer to the side street than the minimum building set back lines shown on the recorded plat. In any event, no single family dwelling shall be located on any lot in Fleetwood Subdivision, nearer than twenty feet (20'), nor farther than thirty feet (30') from the front lot lines. On any lot whereon a duplex dwelling is constructed, applicable set back figures are twenty feet (20') and thirty feet (30'). No building shall be located nearer than six feet (6') if a shingle roof structure and three feet (3') if composition roof structure to an interior lot line or nearer than ten feet (10') to any side street line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot. If a building plot consists of more than one lot as shown on the recorded plat of Fleetwood Subdivision, then the interior lot line as specified herein shall be the ownership boundary line.

VII. SIGNS:

No sign of any kind shall be displayed to the public view on any lot, except one sign of a size of not more than twelve (12) square feet, advertising the property for sale or rent, or signs used by a builder advertising the property during the construction

and sales period on residences. Signs will be allowed on commercial property.

VIII. 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 designated for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

IX. MISCELLANEOUS PROVISIONS:

No tank for the storage of oil or other fluid may be maintained on any of the lots above the surface of the ground.

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 purposes.

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

No fence, wall or hedge shall be built or maintained forward of the front wall line of the respective dwelling.

No boat or trailer shall be parked for storage in the driveway or yard in front on the front wall line of the respective dwelling.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map and plat and shall be maintained by owners.

X. TERM

These covenants are to run with the land and shall be binding on all parties and 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 ten (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.

XI. 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.

XII. SEVERABILITY:

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

And the said Victoria Bank & Trust Company does hereby declare that all indebtedness secured by the above described deed of trust lien shall be subordinate to the above described limitations, restrictions, covenants and conditions so placed upon said land by the said Fleetwood Subdivision, and said restrictions, covenants, limitations and conditions shall take precedence over said Deed of Trust lien the same as if it had been executed prior to the execution of the instrument by which said lien was granted; and in the event said land or any part thereof should be sold to satisfy said indebtedness, the purchaser or purchasers at any such sale or sales shall take such land, subject to said restrictions, limitations, covenants and conditions; but any such purchaser shall acquire all of the rights of the owners of said land, subject thereto. In connection with this subordination, it is hereby specifically provided that such subordination is made without warranty or guaranty in any way, and except as herein provided and

subordinated, the lien held by the said Victoria Bank & Trust Company shall be and remain in full force and effect.

EXECUTED this the 16th day of June, 1978.

Thomas B. Toney
Thomas B. Toney

VICTORIA BANK & TRUST COMPANY

ATTEST:

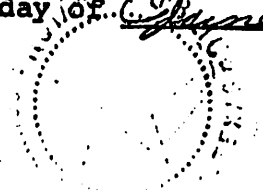
Wayne A. Kucera
Wayne A. Kucera Asst. Cashier

By D. F. Peyton, Jr.
D. F. Peyton, Jr.
Its Vice President

THE STATE OF TEXAS §
COUNTY OF VICTORIA §

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS B. TONEY, 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 16th day of June, 1978.

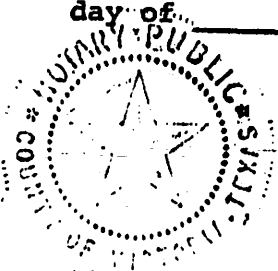


Pat A. Gisler
PAT A. GISLER
Notary Public in and for
Victoria County, Texas

THE STATE OF TEXAS §
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BEFORE ME, the undersigned authority, on this day personally appeared D. F. Peyton, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument as Vice President of VICTORIA BANK & TRUST COMPANY, a banking corporation, and 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 16th day of June, 1978.



Pat A. Gisler
PAT A. GISLER
Notary Public in and for
Victoria County, Texas

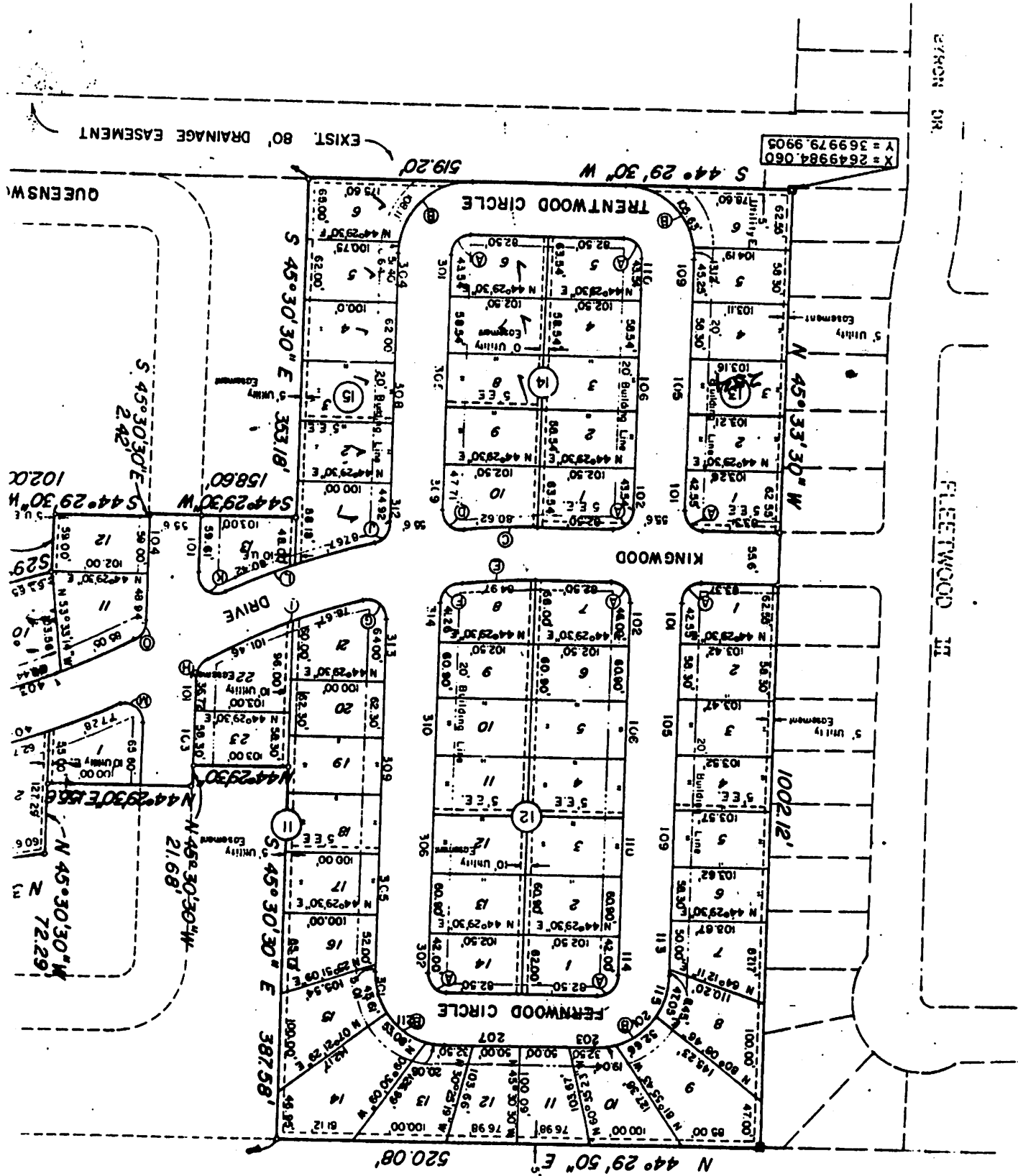
FILED FOR RECORD THIS 16TH DAY OF JUNE A.D. 1978 AT 4:05 O'CLOCK P M.

AND RECORDED ON THIS 19TH DAY OF JUNE A.D. 1978 AT 12:15 O'CLOCK P M.

Wald D. Hund
COUNTY CLERK

FLEETWOOD Sec. IV

M. L. ROLOFF et al
V 388 P 55



- ① $\Delta = 90^{\circ}00'00''$
 $R = 20.00'$
 $T = 20.00'$
 $L = 31.42'$
 $\Delta = 77^{\circ}25'41''$
- ② $\Delta = 90^{\circ}00'00''$
 $R = 75.60'$
 $T = 75.60'$
 $L = 118.75'$
 $\Delta = 114^{\circ}38'14''$
- ③ $\Delta = 05^{\circ}47'12''$
 $R = 798.24'$
 $T = 40.35'$
 $L = 80.62'$
 $\Delta = 12^{\circ}03'56''$
- ④ $\Delta = 96^{\circ}47'12''$
 $R = 20.00'$
 $T = 22.13'$
 $L = 33.44'$
 $\Delta = 114^{\circ}47'11''$
- ⑤ $\Delta = 06^{\circ}31'$
 $R = 742.6'$
 $T = 42.53'$
 $L = 84.97'$

J.E. REDDING et al
V.272 P.450

$$\begin{aligned} X &= 2,650,375.5 \\ Y &= 371,808.282 \end{aligned}$$
