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FILED
AND R

THE STATE OF TEXAS !
COUNTY OF VICTORIA !

KNOW ALL MEN BY THESE PRESENTS:

That the STARBOARD CORPORATION, a Texas Corporation, acting herein by and through its duly authorized and undersigned officers, for and in consideration of Ten Dollars (\$10.00) cash to it in hand paid by R. F. ROBBINS and wife, ALINE LILLIE ROBBINS, the receipt and sufficiency of which is hereby acknowledged, and the further principal sum of One Thousand Three Hundred Eighty Dollars (\$1,380.00) as is evidenced by the execution and delivery to Starboard Corporation by the said R. F. Robbins and wife, Aline Lillie Robbins, of their one certain promissory note of even date herewith in the principal sum of One Thousand Three Hundred Eighty Dollars (\$1,380.00) bearing interest at the rate of Ten per centum (10%) per annum from maturity, payable in one monthly installment of Thirty-nine and 50/100 Dollars (\$39.50) being due and payable on or before March

15, 1957, and subsequent regular payments of thirty-eight and 30/100 Dollars (\$38.30) each, being due and payable on or before the 15th day of each succeeding calendar month thereafter until fully paid, such note containing the usual acceleration and attorney's fees clauses and reciting it is given as part of the purchase price for the below described property and being secured by a Vendor's Lien retained herein and a Deed of Trust of even date herewith to R. H. Cory, Trustee;

Has Bargained, Granted, Sold and Conveyed and by these presents does Bargain, Grant, Sell and Convey, SUBJECT to the restrictions hereinafter referred to, and SUBJECT to the Vendor's Lien herein retained, unto the said R. F. Robbins and wife, Aline Lillie Robbins, the following described premises in Victoria County, Texas, to-wit:

Being a tract of land 100.0' x 200.0' x 98.25' x 200.0' out of the Jose Maria J. Carbajal Grant, A-13, Victoria County, Texas, and described by metes and bounds as follows, to-wit:

BEGINNING at a point in the Western boundary line of U. S. Highway No. 77 which point of beginning also marks the Southeast corner of Lot No. Nine (9) of Northgate Tracts No. 1 as is shown on the attached map and plat of said Northgate Tracts No. 1 dated July 26, 1956, and prepared by Davis Company of Victoria, Texas, to which private survey reference is herenow made for all purposes;

THENCE N. 79 deg. 28' W. a distance of 200.0' to a stake for corner;

THENCE N. 10 deg. 10' E. a distance of 98.25' to a stake for corner;

THENCE S. 79 deg. 58' E. a distance of 200.0' to a stake in the said Western boundary line of U. S. Highway No. 77;

THENCE S. 10 deg. 10' W. with the said Western boundary line of U. S. Highway No. 77 a distance of 100.0' to the point of beginning and being further described as all of Lot No. Nine (9) of Northgate Tracts No. 1 according to that certain private survey dated July 26, 1956, by Davis Company of Victoria, Texas, entitled "Northgate Tracts No. 1", a copy of which private survey is attached hereto and referred to for all purposes.

The property herein conveyed is SUBJECT to the following restrictions, covenants and conditions, to-wit:

1. The property herein conveyed may be used for either commercial and/or private residential purposes. If used for commercial purposes the commercial or business building must be constructed in such a way that all exterior walls are of masonry or reinforced concrete, or of other approved materials or combinations of materials in which all the structural members are of non-combustible materials and provide fire resistance not less than specified for Type 2 Fire Resistive Construction according to the Southern Standard Building Code, 1953-1954.

2. Regardless of whether these premises are used for residential, commercial or business purposes, no secondhand building or barracks of any form or type may be moved onto the herein conveyed property, the intention being that all structures shall be of new construction and materials.
3. No structure of a temporary character, basement, tent, shack, garage, barn or other out-building shall be used on the herein conveyed property at any time as a residence or business, either temporarily or permanently.
4. Every building or place of residence having or requiring sewer facilities must be connected to approved cess-pool, septic tank or city sewer.
5. No sheep, cattle, or other livestock or poultry, other than game birds, of any kind shall be raised, bred or kept on the herein conveyed property for commercial purposes and no hogs shall be permitted at any time on the herein conveyed premises.
6. No building shall be located on the herein conveyed property nearer than thirty (30) feet from the front property line, or nearer than five (5') feet from any side property line; and an easement is reserved over the rear ten feet (10') of the herein conveyed property for utility installation and maintenance together with the right of ingress and egress thereto and over.
7. No noxious or offensive activities shall be carried on upon the herein conveyed property nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood.
8. The herein conveyed property shall never be used or maintained as a dumping ground for rubbish, used lumber, used building materials, or other unsightly items and shall not be used as an automobile wrecking yard, a junk yard, slaughter house, rendering plant, or other businesses giving off obnoxious odors.
9. If the property herein conveyed is used for residential purposes, i.e., homes or dwellings, then three or more dwelling units on property herein conveyed shall be considered to be commercial use and such improvements must then conform to requirements for commercial building construction.

These restrictions, limitations, provisions and covenants shall remain in effect until July 1, 1986, and shall be binding upon each and every purchaser of the herein conveyed property and upon each and every subsequent owner of the herein conveyed property, or any part thereof until such date and at such time such restrictions, limitations, provisions and covenants shall be automatically extended for successive periods of ten (10) years each thereafter, unless an instrument signed by the owner of the title to the herein conveyed property, his heirs, or assigns, has been recorded in the Deed Records of Victoria County, Texas, agreeing to change the said restrictions, limitations, provisions and covenants in whole or in part and the Grantor herein reserves the right to change such restrictions, limitations, provisions and covenants on adjoining property at any time up to the sale thereof.

Starboard Corporation further represents and herenow provides that each and all of the restrictions herein contained are hereby made covenants running with the land for the use and benefit of each and every subsequent owner of any of said lots above described or parts thereof. Enforcement of the restrictions and covenants herein set out shall be by proceedings at law or in equity

against any person violating or attempting to violate any restrictions or covenants, either to restrain such violation or violations or to recover damages.

Notwithstanding any of the restrictions, limitations, provisions and covenants herein contained, it is herenow specifically provided that violation of any of such restrictions, limitations, provisions and covenants shall not in any way affect the rights of any future good faith lien holder having a valid lien on said property or any part thereof who is in no way responsible for such violation.

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

TO HAVE AND TO HOLD the above described premises, subject to the restrictions hereinabove set forth, and referred to, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said R. F. Robbins and wife, Aline Lillie Robbins, their heirs and assigns, forever. The said Starboard Corporation, a Texas Corporation, does hereby bind itself, its successors and assigns to warrant and forever defend all and singular, except as hereinabove set forth, the said tract of land and premises unto the said R. F. Robbins and wife, Aline Lillie Robbins, their heirs and assigns, subject to the Vendor's Lien herein retained, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN TESTIMONY WHEREOF, Starboard Corporation, a Texas Corporation, has caused these presents to be executed in its corporate name and its corporate seal to be affixed hereto on this the 7th day of February, A. D., 1957.

STARBOARD CORPORATION



Frank S. Buhler
 Frank S. Buhler, Secretary

By: *Frank S. Buhler*
 Frank S. Buhler, President

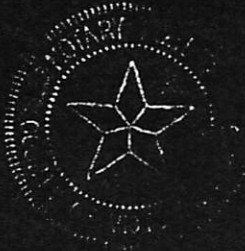


THE STATE OF TEXAS

COUNTY OF VICTORIA

BEFORE ME, the undersigned authority, on this day personally appeared Frank S. Buhler, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, in his representative capacity as President of Starboard Corporation, a Texas Corporation, executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of February, A. D., 1957.

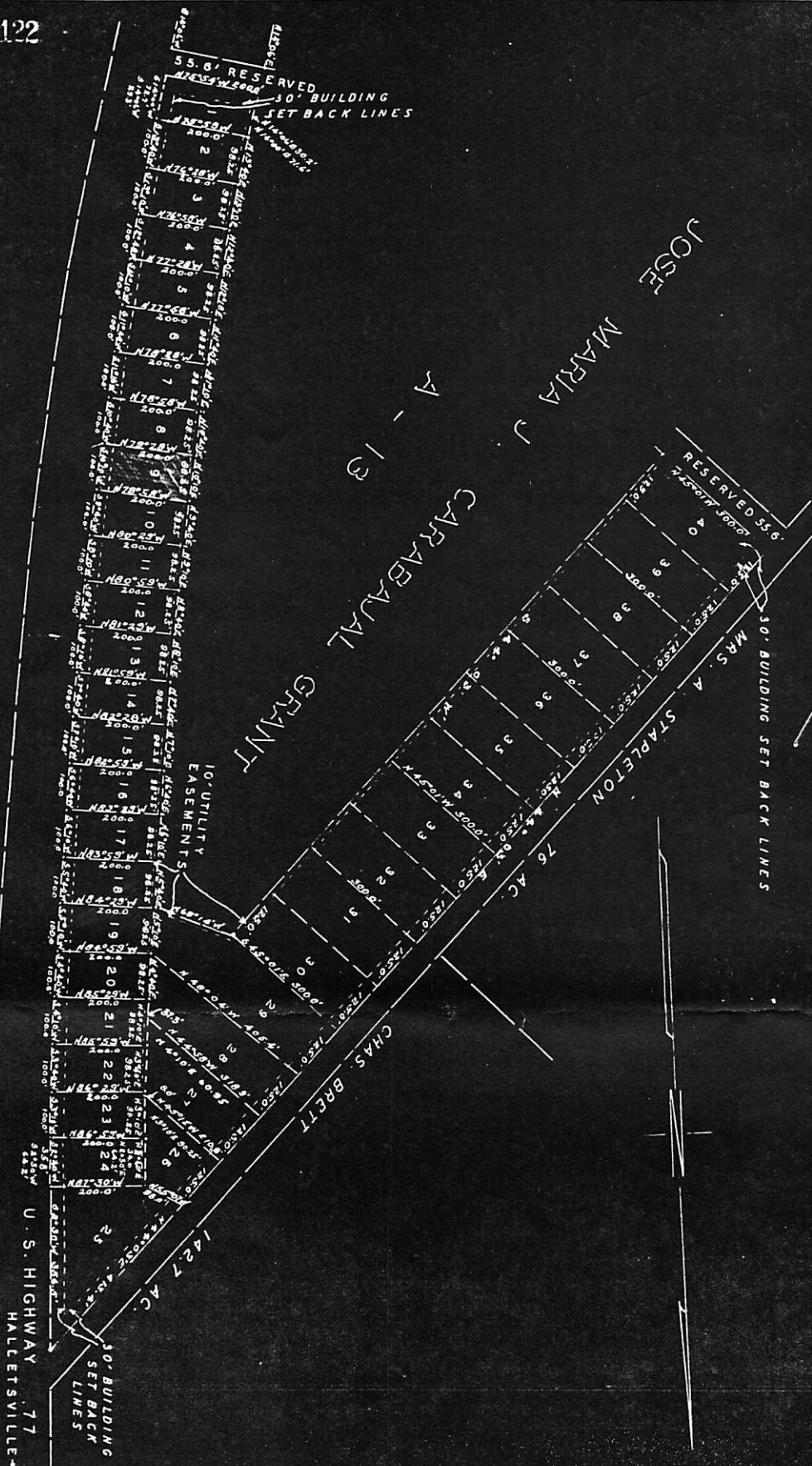


Lene Leistman.
Notary Public in and for
Victoria County, Texas.

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CURVE DATA
 C/L HIGHWAY I. 11°36' D=0°30' L=2320'
 R.O.W. HIGHWAY
 BACK OF LOTS
 L=2308.5'
 L=2267.1'

NORTHGATE TRACTS NO 1
 JOSE MARIA J. CARBAJAL GRANT A-13
 VICTORIA COUNTY TEXAS.
 SCALE 1" = 200'
 26 JULY 1956
 DAVIS COMPANY VICTORIA, TEXAS.



1834

STARBOARD CORPORATION, A
TEXAS CORPORATION

TO

R. F. ROBBINS, ET UX

DEED WITH VENDOR'S LIEN

FILED FOR RECORD

April 2 1957

10:20 A.M.

Val D. Hume

Stella C. Hume

Filed R. F. Robbins

Re 1808 Polk

Chas Victoria

Pay 4.00

4.00

CORY AND LARSEN
ATTORNEYS AT LAW
VICTORIA, TEXAS

FILED FOR RECORD THIS 2 DAY OF April A.D. 1957 AT 10:20 O'CLOCK A.M.
AND RECORDED ON THIS 3 DAY OF April A.D. 1957 AT 10:20 O'CLOCK A.M.

Val D. Hume
COUNTY CLERK