

THE STATE OF TEXAS §
COUNTY OF VICTORIA §

KNOW ALL MEN BY THESE PRESENTS:

That Jamison Construction Company, Inc., through its President H. A. Jamison, being the owner of Tropical Acres Sub-division, in the County and State aforesaid, a plat of which is recorded in the office of The County Clerk of Victoria County, Texas, do hereby make and publish limitations and restrictions which are to apply to and become a part of all contracts of sale, deeds and other legal instruments whereby title or possession is divested out of the present owner, and invested in other person or persons. To all of which it does hereby bind itself as the fee owner of said property in the Tropical Acres Sub-division. All of the limitations and restrictions contained herein shall extend to and include the heirs, assigns, devisees, lessees and holders of every kind of and under all who may purchase or acquire any real property in said Tropical Acres Sub-division from Jamison Construction Company, Inc., who expressly retains and reserves in every part, parcel and lot in said Tropical Acres, the proprietary right to the enforcement and observance of all limitations and restrictions hereinafter set forth:

1. No lot in this Subdivision shall be used except for residential purposes.
2. 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.
3. 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 advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
4. No noxious or offensive activity shall be carried on upon any lot, nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. Grass, weeds, and vegetation between the house and the street line shall be mown at regular intervals so as to maintain the same in a neat and attractive manner. No trash, ashes or other refuse may be thrown on any vacant lot, avenue, boulevard, drive or street in this subdivision.
6. No dwelling shall be permitted on any lot in this subdivision which contains less than 1200 square feet, exclusive of open porches and garages. At least 25% of the exterior wall sections, excluding windows and doors, shall be of stone, brick or masonry construction.
7. 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. The maximum setback line for the main dwelling from the front lot line shall be no more than fifty (50) feet behind the minimum building setback lines shown on the recorded plat. No building shall be located nearer than ten (10) feet to an interior lot line. No building shall be located on any lot nearer than five (5) feet to the rear lot 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 construed to permit any portion of a building on a lot to encroach upon another lot.

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8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. If a "fence" is constructed by the owner of any lot in this subdivision, easements as shown on the plat excluding underground easements, must be "fenced out" in lieu of being "fenced in". Any fence so constructed may not be nearer the front lot line than the building line as shown on plat.

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

10. No previously built structure shall be moved onto any lot in this subdivision, it being the sense of these covenants to require all building to be located on any lot to be constructed or erected in this subdivision.

11. Driveways must tie into the paved street from which entry is accomplished and must be of concrete, rock or stone. If rock or stone is used there must be a mortar mix between said rocks or stone, it being the purpose of this covenant to specifically prohibit the use of loose gravel in driveways. Either concrete dips across drainage ditches, or concrete drainage tile may be used in drainage ditches, installed according to competent engineering grades, so as not to obstruct the flow of surface waters through drainage ditches provided to carry surface waters from the boundaries of this subdivision.

12. The owner of any lot in this subdivision will acquire by deed an undivided 1/66th non severable interest in the park area. It is hereby controllingly provided that this 1/66th non severable interest attaches to each lot in this sub-division, as conveyed, and may not be separated from the particular lot to which it relates. Subsequent conveyances of a lot or lots in this sub-division shall include the undivided non-severable interest in the park area which relates itself to the lot or lots being conveyed.

13. 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 the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them, until March 1986, at which time said covenants shall be automatically extended for successive periods of ten (10) years. These covenants may not be amended except by property owners owning as much as 66 2/3% of all lots in this subdivision. Any amended restrictions must be filed in the Deed Records of Victoria County.

15. Invalidity of any one of these covenants by judgments or court order shall in no ways affect any of the other provisions, which shall remain in full force and effect.

16. Notwithstanding the restrictions, limitations, provisions, covenants and conditions herein contained, it is hereby specifically provided that the violation of any of such restrictions, limitations, provisions, covenants and conditions, shall in no wise affect the rights of any future lienholder, nor affect the validity or existence of any lien against any property situated within this addition.

IN TESTIMONY WHEREOF, these presents have been executed this 7th day of March, 1961, by the corporation owning 100% of the property identified as Tropical Acres Sub-division and filed for record in the plat records of Victoria, Victoria County,



Helen Jamison
Secretary

JAMISON CONSTRUCTION COMPANY

By A. Jamison
President

THE STATE OF TEXAS ↓
COUNTY OF VICTORIA ↓

Before me, the undersigned authority, in and for Victoria County, Texas, on this day personally appeared H. A. Jamison, known to me to be President of Jamison Construction Company, Inc., and 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 and in the capacity stated.

Given under my hand and seal of office this the 17th day of March, 1961.

(seal)

Charles E. Hill
Notary Public in and for Victoria County, Texas

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DEED OF TRUST RECORDS OF VICTORIA COUNTY, TEXAS, 1955-1960
AND RECORD OF TRUST DEEDS OF VICTORIA COUNTY, TEXAS, 1961-1965

Wm. O. Grogan
CLERK

THE STATE OF TEXAS, :
COUNTY OF VICTORIA, :

WHEREAS, by a certain deed of trust executed and delivered by C. Dean Patrick and his wife Marie M. Patrick to Frank S. Buhler, as trustee on the 20th day of July, A.D. 1955, and now of record in Volume 404, at page 359, of the Deed of Trust Records of Victoria County, Texas, the said C. Dean Patrick and his wife Marie M. Patrick did grant, bargain, sell, alien, convey and confirm unto the said Frank S. Buhler as trustee certain real estate and property in said deed of trust described (it