

THE STATE OF TEXAS X
COUNTY OF VICTORIA X

KNOW ALL MEN BY THESE PRESENTS:

That STARBOARD CORPORATION, a Texas Corporation, being the owner of the following described property situated in Victoria County, Texas, to-wit:

A. Being Lots Five (5) through Seventeen (17) inclusive in Block One (1); Lots Two (2) through Sixteen (16) inclusive in Block Two (2); all of Block Three (3), consisting of Lots One (1) through Twelve (12) inclusive; all of Block Four (4), consisting of Lots One (1) through Twenty (20) inclusive; Lots Two (2) through Twenty-one (21) inclusive in Block Five (5); Lots Two (2) through Twenty-one (21) inclusive, in Block Six (6); all of Block Seven (7), consisting of Lots One (1) through Twenty (20) inclusive; all of Block Eight (8), consisting of Lots One (1) through Twenty (20) inclusive; Lots Two (2) through Twenty-one (21) inclusive in Block Nine (9); Lots One (1) through Six (6) inclusive in Block Ten (10); Lots One (1) through Six (6) inclusive in Block Eleven (11); Lots One (1) through nineteen (19) inclusive in Block Twelve (12); all of Block Thirteen (13), consisting of Lots One (1) through Twenty-one (21) inclusive; all of Block Fourteen (14), consisting of Lots One (1) through Twenty-six (26) inclusive; all of Block Fifteen (15), consisting of Lots One (1) through Sixteen (16) inclusive; all of Block Sixteen (16), consisting of Lots One (1) through Twenty (20) inclusive; and all of Block Seventeen (17), consisting of Lots One (1) through Eleven (11) inclusive; all in Northcrest Estates, a subdivision in Victoria County, Texas, according to the established map and plat of said subdivision dated August 8, 1962 and duly recorded in Volume 3, Page 80, of the Map and Plat Records of Victoria County, Texas, to which map and plat and its record reference is herenow made for all purposes;

and does hereby impose upon all of said property the following restrictions:

1. All lots shall be used for private residential purposes only, and no building other than a private, one family residence building shall be constructed or be permitted to remain on any part thereof; provided, however, that buildings such as one story two-car garages, servants quarters, wash rooms and other small buildings customarily and ordinarily used in connection with a private residence may be constructed and allowed to remain thereon, and providing that such other buildings shall be constructed with material which is in harmony with the main residence, and provided specifically that no sheet iron or sheet aluminum buildings shall be placed on any part of such property.

2. No main residential building which has less than 1600 square feet of floor space, exclusive of porches, car ports or attached garages, shall be erected or placed on any of the lots hereinabove enumerated in Paragraph A in Blocks Ten (10), Eleven (11) and Sixteen (16), and no main residential building which has less than 1400 square feet of floor space, exclusive of porches, car ports or attached garages, shall be erected or placed on any of the hereinabove enumerated lots in Paragraph A in Blocks Eight (8), Nine (9), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15), and no main residential building which has less than 1200 square feet of floor space, exclusive of porches, car ports or attached garages shall be erected or placed on any of the other hereinabove enumerated lots in Paragraph A, nor shall any secondhand house, building or barracks of any form be moved on to any of such lots, it being the intention that all structures, large or small, shall be of new construction. 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. All main residences shall have an exterior of at least fifty percent (50%) rock, brick or stone masonry construction and further all garages or car ports constructed on any of the lots covered by these restrictions shall have a capacity of not less than Two (2) standard size automobiles.

3. No structure of a temporary character, trailer, basement, tent, shack, garage or other out building shall be used on any of the lots at any time as a residence, either temporary or permanent.

4. Every residential building must be connected to approved cesspool, septic tank, or city sewer and not more than one residence shall be connected to such approved cesspool or septic tank.

5. No animals, livestock or birds of any kind shall be raised, bred or kept for commercial purposes on Lots Six (6) through Seventeen (17) inclusive in Block One (1); Lots Eight (8) through Fourteen (14) inclusive in Block Two (2); Lots One (1) through Twelve (12) inclusive in Block Three (3); all of Block Seventeen (17); all of Block Sixteen (16); Lots One (1) through Six (6) inclusive in Block Ten (10), and Lots One (1) through Six (6), in Block Eleven (11), and no hogs shall be permitted at any time on any of such lots or blocks. No animals, livestock or birds of any kind, except household pets, shall be raised, bred or kept on any of the other lots hereinabove enumerated in Paragraph A in Northcrest Estates, and no household pets shall be raised, bred or kept for commercial purposes on such lots or blocks, or any part thereof.

6. No building shall be located on Lots Six (6) through Seventeen (17) inclusive in Block One (1); Lots Seven (7) through Fifteen (15) inclusive in Block Two (2); Lots One (1) through Twelve (12) inclusive in Block Three (3); all of Block Sixteen (16); all of Block Seventeen (17); Lots One (1) through Six (6) inclusive in Block Ten (10); Lots One (1) through Six (6) inclusive in Block Eleven (11), nearer than Fifteen feet (15') from any side street property line or nearer than Fifty feet (50') from the front property line or nearer than Ten feet (10') from any side property line, or nearer than Ten feet (10') to any rear property line; and no building shall be located on any of the other hereinabove enumerated lots in Paragraph A nearer than Fifteen feet (15') from any side property line, or nearer than Thirty-five feet (35') from the front property line or nearer than Ten feet (10') from any side property line, or nearer than Ten feet (10') to any rear property line; and an easement is reserved over the rear ten feet (10') of each lot for utility installation and maintenance, together with the right of ingress and egress thereto and over, and further each lot is subject to those easements shown on the established map and plat of Northcrest Estates dated August 8, 1962, and recorded in Volume 3, Page 80, of the Map and Plat Records of Victoria County, Texas.

7. No noxious or offensive activities shall be carried on upon any of the lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No lot shall ever be used or maintained as a dumping ground or storage lot for rubbish, used lumber, building materials or other unsightly items.

9. No signs or advertisements of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

10. Only one residential building (except servants' quarters) may be constructed on each lot. It is the intention of this restriction that each main residential building shall have the sole use of at least one full lot surrounding the same.

11. No fence or wall or hedge shall be permitted within thirty-five feet (35') of the front property line, except that living hedges of a height not to exceed three feet (3') shall not be deemed to be a violation of this restriction. No barbed wire fence shall be permitted on any part of the property covered by these restrictions.

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12. Electricity and telephone service, if any, must be taken into the residence or other buildings from the designated utility easements as per the established map and plat of Northcrest Estates hereinabove referred to and over no other route.

These restrictions, limitations, provisions and covenants shall remain in effect until July 1, 1992, and shall be binding upon each and every purchaser of the said lots or any part thereof and upon each and every subsequent owner of such lots, or any part thereof until such date. 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 a majority of the then owners of the title to such lots 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.

Starboard Corporation further represents and herenow provides that each and all of the restrictions contained herein 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, covenants, shall not in any way affect the rights of any future good faith lien holder, having a valid lien on any lot or part thereof, who is in no way responsible for such violations.

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.

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 20th day of November, A. D. 1962.

STARBOARD CORPORATION

By: [Signature]
Frank S. Buhler, President

ATTEST:

[Signature]
Secretary

THE STATE OF TEXAS X

COUNTY OF VICTORIA X

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 20th day of November, A. D. 1962.

[Signature]
Notary Public in and for
Victoria County, Texas

6029

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STARBOARD CORPORATION, A TEXAS
CORPORATION

TO

THE PUBLIC

RESTRICTIONS ON NORTHCREST ESTATES

11-20-62
FILED FOR RECORD

Nov. 26, 1962

at 12:20 o'clock P.M.

VAL D. HUVAR

County Clerk, Victoria County, Texas

By Loan Martin Deputy

Filed by

Returned

Charge to

Fees \$ 4.00 Paid Blue

✓ LAW OFFICES OF

CORY

FLY/AND MOELLER

VICTORIA, TEXAS

FILED FOR RECORD THIS 26 DAY OF Nov. A.D. 1962 AT 12:20 O'CLOCK P.M.
AND RECORDED ON THIS 28 DAY OF Nov. A.D. 1962 AT 8:15 O'CLOCK A.M.

Val D. Huvar
COUNTY CLERK

FILE No. 10,148
County Clerk, Victoria County, Texas

RESTRICTIVE COVENANTS

NORTHCREST ESTATES

A 25.54 acre Re-Subdivision of a Portion of
Block 10 and All of Block 11, Northcrest Est's.
An addition to the City of Victoria, Texas

STARBOARD CORPORATION

TO

THE PUBLIC

THAT STARBOARD CORPORATION, a Texas corporation, acting herein
by and through its proper corporate officers and in the usual
and regular course of its business, as the owner of the follow-
ing described property, situate in Victoria County, Texas,
to-wit:

Lots One (1), through Nineteen (19), inclusive
in Block Ten (10); Lots One (1) through Nineteen
(19) inclusive and Twenty-Two (22) through
Forty (40) inclusive in Block Eleven (11); and
Lots One (1) through Nineteen (19) inclusive
in Block Eleven-A (11A), all in Northcrest Estates,
a subdivision in the City of Victoria, Victoria
County, Texas, according to the established
map and plat of a re-subdivision of said
subdivision dated December 8, 1976,
and duly recorded in Volume 5, Page 24,
of the Map and Plat Records of Victoria County,
Texas, to which map and plat and its record
reference is herenow made for all purposes;

and does hereby impose upon all of said property the following
restrictions:

PART ONE

The provisions of this PART ONE shall apply to all of the
aforesaid lots.

1. No structure of a temporary character, trailer, basement, tent, shack, garage or other out building shall be used on any of the lots at any time as a residence, either temporary or permanent.

2. No animals, livestock or birds of any kind, except household pets, shall be raised, bred or kept on any of the lots hereinabove enumerated in Replat of Northcrest Estates, and no household pets shall be raised, bred or kept for commercial purposes on such lots or blocks, or any part thereof.

3. No building shall be located on:

A. Lots Two (2) through Nineteen (19) inclusive in Block Ten (10) and Lots Two (2) through Nineteen (19) inclusive in Block Eleven-A (11-A) nearer than Five feet (5') from any side property line, or nearer than Thirty-five feet (35') from the front property line, or any nearer than Ten feet (10') from any rear property line; and an easement is reserved over the rear Ten feet (10') of each lot for utility installation and maintenance, together with the right of ingress and egress thereto and over;

B. Lot One (1) in Block Ten (10) and Lot One (1) in Block Eleven-A (11-A) nearer than Fifteen feet (15') from any side street property line, or nearer than Five feet (5') from any side property line, or nearer than Thirty-five feet (35') from the front property line, or any nearer than Ten feet (10') from any rear property line; and an easement is

reserved over the rear Ten feet (10') of each lot for utility installation and maintenance, together with the right of ingress and egress thereto and over;

C. Lots Two (2) through Nineteen (19) inclusive and Twenty-two (22) through Thirty-nine (39) inclusive in Block Eleven (11) nearer than Five feet (5') from any side property line, or nearer than Thirty-five feet (35') from the front property line, or any nearer than Five feet (5') from any rear property line; and an easement is reserved over the rear Five feet (5') of each lot for utility installation and maintenance, together with the right of ingress and egress thereto and over;

D. Lots One (1) and Forty (40) in Block Eleven (11) nearer than Fifteen feet (15') from any side street property line, or nearer than Five feet (5') from any side property line, or nearer than Thirty-five feet (35') from the front property line, or any nearer than Five feet (5') from any rear property line; and an easement is reserved over the rear Five feet (5') of each lot for utility installation and maintenance, together with the right of ingress and egress thereto and over.

4. No noxious or offensive activities shall be carried on upon any of the lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No lot shall ever be used or maintained as a dumping ground or storage lot for rubbish, used lumber, building materials or other unsightly items.

6. No signs or advertisements of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

7. No fence or wall or hedge shall be permitted within thirty-five feet (35') of the front property line, except that living hedges of a height not to exceed three feet (3') shall not be deemed to be a violation of this restriction. No barbed wire fence shall be permitted on any part of the property covered by these restrictions.

8. Electricity and telephone service, if any, must be taken into the residence or other buildings from the designated utility easements as per the established map and plat of Replat of Northcrest Estates hereinabove referred to and over no other route.

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

PART TWO

The provisions of this PART TWO shall apply to the following described lots in said subdivision:

Lots One (1) through Ten (10) inclusive in Block Ten (10), Lots One (1), through Ten (10) inclusive and Twenty-Two (22) through Forty (40) inclusive in Block Eleven (11), and Lots One (1) through Nineteen (19) inclusive in Block Eleven-A (11-A).

1. All said lots shall be used for private residential purposes only, and no building other than a private, one family residence building shall be constructed or be permitted to remain on any part thereof; provided, however, that buildings such as one story two-car garages, servants quarters, wash rooms and other small buildings customarily and ordinarily used in connection with a private residence may be constructed and allowed to remain thereon, and providing that such other buildings shall be constructed with material which is in harmony with the main residence.

2. No main residential building which has less than 1200 square feet of floor space, exclusive of porches, car ports or attached garages shall be erected or placed on any of the hereinabove enumerated lots in PART TWO, nor shall any second-hand house, building or barracks of any form be moved on to any of such lots, it being the intention that all structures, large or small, shall be of new construction. 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. All main residences shall have an exterior of at least fifty per cent (50%) rock, brick or stone masonry construction and further all garages or carports constructed on any of the lots covered by these restrictions shall have a capacity of not less than two (2) standard size automobiles.

3. Only one residential building (except servants' quarters) may be constructed on each lot. It is the intention of this restriction that each main residential building shall have the sole use of at least one full lot surrounding the same.

PART THREE

The provisions of this PART THREE shall apply to the following described lots in said subdivision:

Lots Eleven (11) through Nineteen (19) inclusive in Block Ten (10) and Lots Eleven (11) through Nineteen (19) inclusive in Block Eleven (11).

1. All said lots shall be used for multi-family, residential purposes, i.e. duplex, three-plex, four-plex; with a minimum floor area of 800 square feet per family living unit.

2. No building shall be erected, placed or altered on any said lot until the plan showing the location of the building on such lot and the building plans and specifications shall have been first approved by the Starboard Corporation, acting through its President or its Vice-President.

These restrictions, limitations, provisions and covenants shall remain in effect until January 1, 2006, and shall be binding upon each and every purchaser of the said lots or any part thereof and upon each and every subsequent owner of such lots, or any part thereof until such date. At such time such limitations, restrictions, provisions and covenants shall be automatically extended for successive periods of ten (10) years each thereafter, unless an instrument signed by a majority of the then owners of the title to such lots 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.

Starboard Corporation further represents and herenow provides that each and all of the restrictions contained herein 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, covenants, shall not in any way affect the rights of any future good faith lien holder, having a valid lien on any lot or part thereof, who is in no way responsible for such violations.

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.

EXECUTED this the 20th day of December, A. D., 1976.

STARBOARD CORPORATION


FRANK B. BUHLER, PRESIDENT

THE STATE OF TEXAS X
COUNTY OF VICTORIA X

BEFORE ME, the undersigned authority, on this day personally appeared FRANK S. BUHLER, PRESIDENT OF STARBOARD CORPORATION, a Texas corporation, 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, in the capacity therein stated, and as the act and deed of such corporation.

GIVEN under my hand and seal of office, this the 20th day of December A. D. 1976.



Antony Blacklock
NOTARY PUBLIC IN AND FOR
VICTORIA COUNTY, TEXAS

FILED FOR RECORD THIS 21ST. DAY OF DECEMBER A.D. 1976 AT 12:05 O'CLOCK P.M.
AND RECORDED ON THIS 22ND. DAY OF DECEMBER A.D. 1976 AT 10:55 O'CLOCK A.M.

Val O. Finner
COUNTY CLERK