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DEED RESTRICTIONS
NORTH OFFICE PARK SUBDIVISION

FILE No. 2048
County Clerk, Victoria County, Texas

THE STATE OF TEXAS S
COUNTY OF VICTORIA S

KNOW ALL MEN BY THESE PRESENTS:

THAT LARRY D. WOODY, DANNY J. GUMM, NATHAN P. HOFFMAN, RICHARD L. BEINTZ, AND JACK GUMM, hereinafter called Grantor, being the owner of 5.13 acres of land out of Lot No. 17 of the F. M. Leary Subdivision in the S. A. & M. G. R. R. Company Survey No. 9 in Abstract 323 in Victoria County, Texas, which has heretofore been platted into that certain subdivision known as NORTH OFFICE PARK SUBDIVISION, hereinafter called "the subdivision" according to plat of the subdivision recorded in Volume 6, Page 213, of the Map and Plat Records of Victoria County, Texas, reference to said plat and the record thereof being here made for all purposes, desiring to create and carry out a uniform plan for the improvement, development, sale and use of all of the lots in the subdivision, for the benefit of the present and future owners of the lots, DO HEREBY ADOPT AND ESTABLISH THE FOLLOWING RESERVATIONS, RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, STIPULATIONS AND RESERVATIONS APPLICABLE TO AND GOVERNING THE USE, OCCUPANCY AND CONVEYANCE OF THE SUBDIVISION AND LOTS THEREIN:

I. RESERVATIONS

A. Title to all streets, drives, boulevards and other roadways, and to all easements, is hereby expressly reserved and retained by Grantor, subject only to the grants and dedications hereinafter expressly made.

B. Grantor reserves the utility easements and rights of way shown on the recorded plat of the subdivision for the construction, addition, maintenance and operation of all utility systems now or hereafter deemed necessary by Grantor for all public utility purposes, including systems of electric light and

power supply, telephone service, gas supply, water supply and sewer services. Such systems shall also include systems for utilization of services resulting from advances in science and technology.

C. Grantor reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way with respect to such lots which have not been sold by Grantor, by instrument(s) recorded in the office of the County Clerk of Victoria County or by express provisions in conveyances.

D. Subject to the foregoing, Grantor hereby DEDICATES TO THE USE OF THE PUBLIC all streets, drives, boulevards and other roadways, and all easements shown on the recorded plat of the subdivision; provided, however, that the use thereof by any utility company is limited to public utility companies having the right of eminent domain and having agreements in writing with Grantor for the proper provision of utility services.

E. Grantor reserves the right to make minor changes in and additions to all easements for the purpose of most efficiently and economically installing and maintaining utility systems.

F. Neither Grantor nor any utility company using the utility easements shall be liable for any damages done by them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

G. It is expressly agreed and understood that the title conveyed by Grantor to any lot or parcel of land in the subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas,

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sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under Grantor or its agents or public utility companies through, along or upon said easements or any part thereof to serve said property or any other portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Grantor.

H. It is further expressly agreed and understood that Grantor, its successors and assigns may use any of the unsold lots in the subdivision, for a sales office, a model office or model building, and parking related to such sales office and model offices. Any portion of the subdivision, including streets, drives, boulevards and other roadways, as well as esplanades, may be used for sales offices, sales purposes, guard houses, and for other purposes deemed proper by Grantors herein.

II. ADMINISTRATION

A. The law firm of WOODY, GUMM, HOFFMAN, & HEINTZ, P. C., P.O. Box 4526, Victoria, Texas 77903, their agents, successors and assigns shall be appointed as the ARCHITECTURAL CONTROL COMMITTEE, hereinafter called the "Committee." The Committee shall have the rights, powers and duties provided for herein. The committee shall function as the representative of all of the owners of the lots in the subdivision for the purposes herein set out as well as for all other purposes consistent with the creation and preservation of a First-Class Business-Professional Subdivision. The Committee shall, by way of illustration, in addition to enforcing these restrictions, act to approve or disapprove plans, publish further restrictions, if necessary and architectural standards guidelines, and perform such functions as hereinafter provided. Each and every owner of a lot or lots in

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such construction. The acceptance of a deed to a lot in the subdivision shall be deemed a covenant and agreement on the part of the grantee, and the grantee's heirs, successors and assigns, that Grantor and the Committee, as well as their agents, employees and architects, shall have no liability under these restrictions except for willful misdeeds.

C. Each Grantee shall, prior to the erection of any improvements upon the property, secure engineering, architectural and/or other professional services in the planning and specifications of such improvements and specifically as to specifications for foundations, structural components of improvements, parking and on-site drainage.

D. No improvements of any kind or character whatsoever shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction on any lot in the subdivision until the complete plans and specifications and a plot plan showing the location of the structure and all improvements have been approved by the Committee or its designated coordinating architect in accordance with the following procedure:

1. Two (2) complete sets of final plans and specifications shall be delivered to the coordinating architect (or the Committee if there is no coordinating architect) for approval, along with a nominal inspection fee. Such plans and specifications shall include any proposed construction, installation or alteration of signs, loading docks, parking facilities and landscape planting; in addition, a plot plan showing the location of all proposed construction shall be submitted to the Committee for approval, and shall be reviewed as to quality of design workmanship and materials, harmony of exterior design with existing or approved structures, and location with respect to

topography and finish grade elevations. Such approval is to be based on the applicable requirements and restrictions set out herein, or as amended.

2. If found to be in compliance with these restrictions, a letter of approval with any qualifications or modifications will be prepared for the countersignature by the builder and/or owner. Such approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval.

3. If found not to be in compliance with these Restrictions, one set of such plans and specifications shall be returned marked "Disapproved". Disapproved plans and specifications shall be accompanied by a reasonable statement of items found not to comply with these Restrictions.

4. If no action is taken of plans and specifications within thirty (30) days after their delivery to the Coordinating Architect or Committee, they shall be deemed approved on the 30th day after such delivery.

5. The Committee may from time to time promulgate and publish Architectural Standards Guidelines. A copy of the Guidelines in effect at the time will be furnished to owners and builders on request. Such Guidelines supplement these Restrictions and are hereby incorporated herein by reference. The Committee may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance, design and quality of improvements.

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III. RESTRICTIONS

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A. Business and Professional purpose: In order to insure conformity with the general building plan and to further perpetuate the development of the property into a desirable professional and business complex, the subdivision shall be used exclusively for:

1. Business and professional offices including but not limited to the following: the practice of medicine, law, dentistry, psychiatry, pharmacy, psychology, accounting and bookkeeping, real estate, engineering, insurance, architecture and public surveying.

2. Any related merchandising business; such as a pharmacy (which may include fountain services, sales of gifts and general merchandise); and

3. Wholesale and non-retail stores incidental, necessary or desirable for the furthering of the above professional services. By illustration, but not by way of limitations: medical suppliers, business consultants and suppliers and firms utilizing word processing or computers.

4. Office space for business and industry, including but not limited to, federal, state or local governmental agencies and offices for institutions of higher learning such as colleges and universities, banks, title companies, mortgage companies and other financial institutions.

B. Only one main building or structure shall be constructed on each lot. This provision shall not however, prohibit the construction of a building or structure on a portion of two or more lots as shown by the plat of the subdivision, provided such portion constitutes a building site as defined in the succeeding paragraph.

C. Parts of two or more adjoining lots may be designated as one building site, provided that the Grantee complies with all subdivision ordinances of the City of Victoria and these restrictions.

D. The term "Business and Professional purpose" as used herein shall be held to exclude hospitals, duplex houses, apartment houses, multi-family and residential housing, Churches or places of worship, Restaurants, Night Clubs, Funeral Homes and any other similar commercial or retail enterprises; and to exclude any development operations or drilling for oil, gas or other minerals or any quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operations; any such excluded usage of the subdivision, not otherwise herein authorized, is hereby expressly prohibited.

E. The words "building", "office", "structure", or "improvements" as used herein with reference to building lines shall include galleries, porches, projections and every other permanent part of the improvements, except roofs. Steps, terraces and planters outside of building lines will be permitted, however, provided that these elements may not extend higher than two feet (2') above finish grade lines at the building or improvements.

F. No garage or outbuilding in this subdivision shall be used as residence or living quarters. A garage shall be used solely by the owner or occupant of the lot upon which the garage is located.

G. No building materials or temporary building of any kind or character, including, but not limited to, tents, shacks, garages or barns, shall be placed or stored upon the property until the owner is ready to commence improvements, and then such

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materials or temporary building shall be placed within the property lines of the lot or parcel of land on which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line; and any such temporary building or structure of any kind shall not be used for other than construction purposes. Any such buildings shall be maintained and kept in a neat, attractive and clean condition and shall be removed after the period of construction.

H. All storage buildings, fences or other structures built or placed on any lot after approval of initial plans must be approved by the Committee.

I. No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished.

J. Employee, customer, owner, tenant or guest parking shall not be permitted on any other property in the subdivision, or on private or public dedicated street or streets adjoining the above described property. All driveways, parking areas or other portions of the property consistently used by vehicles shall be paved with asphalt or concrete, with allowance only for landscaping.

K. Such property shall be used for business and professional purposes only; however, the same shall not be used, nor shall any building or structure thereon situated be used at any time:

1. for the manufacture, storage, distribution, or sale of any products or items or use of property which shall increase the fire hazard on adjoining property;

2. or for any business which constitutes a nuisance or causes the emission of odors or injurious gases or causes excessive noises to adjoining premises;

3. or for any purposes calculated to injure the reputation of said premises or of the neighboring property, or for any trade, business or profession which may be or become an annoyance or nuisance to adjoining premises;

4. or for any purposes or use in violation of the laws of the United States or of the State of Texas, or any order or ordinance of the County or City of Victoria, Texas;

5. or for junk yard or any business which permits the consumption or sale of alcoholic beverages on the premises.

L. No previously built structure, including but not limited to, modular homes, quonset huts or metal buildings, trailer homes and/or mobile homes shall be moved onto any portion of the property conveyed hereby; it is the intention of this restriction to require all buildings located on the conveyed property to be erected upon such property as a new structure.

M. Building Sizes and Construction:

1. No main office building or structure which has less than 2,000 square feet of floor space, exclusive of passageways or overhangs shall be erected or placed on said property. Multi-story buildings or structures shall have the same floor space on each level as the ground floor.

2. No garages will be permitted unless they are connected to the main office building or structure. No

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garage may be greater in height or number of stories than the building or structure for which it is built. Carports are prohibited. No garage shall face and open at less than a 90 degree angle to the front property line. The interior walls of all garages must be finished (tape, bed, and paint as a minimum) like other rooms in the building or structure. No garage may be left open to the public street for an extended period of time. No garage shall be permitted to be enclosed for living or used for purposes other than storage of automobiles and related normal uses.

3. The main structure on all lots shall meet with the following requirements except as modified by the Committee:

a). The foundation system of all buildings or structures to be erected in the subdivision shall be concrete slab construction. No timber pier and beam or other similiar foundations will be permitted.

b). The exposed exterior wall area, exclusive of doors and windows shall be at least 75% masonry, masonry veneer, or other low maintenance material approved by the Architectural Control Committee.

4. Storage and all other out buildings are to be given the same architectural treatment and be constructed of the same materials as the main structure.

5. No major exterior alterations of any existing building may be permitted without the prior approval of the Committee.

6. Any and all lines or wires for communications or for transmission of current outside of any main building or structure shall be constructed, placed and maintained underground.

7. No exterior light shall be installed or maintained on any lot which light is found to be objectionable by the Committee. Upon being given notice by the Committee that any exterior light is objectionable, the owner of the lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable.

8. Each building, structure or office shall have all trash receptacles located in the rear of the building so that they shall not be visible from any public street in the subdivision.

9. Once commenced, construction of any improvements shall be diligently pursued to the end that it may not be left in a partly finished condition any longer than reasonably necessary.

10. No structure or building of any kind and no part thereof shall be placed within these set back lines:

a). 20 feet from any public or private street right-of-way;

b). 10 feet from any rear property line and no building or improvement, even of a temporary nature, may be placed in a utility easement; and

c). 6 feet from any interior side lot lines, except if one owner owns two or more adjacent lots and desires to construct one building or structure on such lots, construction of which building or structure would violate the interior side lot set back lines provided herein, the Committee may waive in writing, said

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interior side lot lines as to such building or structure, and such lots shall be considered to be one lot for the purposes of determining the set back lines and other restrictions applicable to such lots and construction. The following improvements are expressly EXCLUDED from these set back restrictions

- i. structures below and covered by the ground.
- ii. steps, walks, patios, driveways and curbing.
- iii. planters, walls, fences or hedges, not to exceed 6 feet in height.
- iv. Landscaping
- v. any other improvements approved in writing by the Committee.

11. Each grantee shall erect an eight-foot (8') wood privacy fence along the entire rear property line of the property herein conveyed within one (1) year from the date of purchase or upon the construction of any improvements on the property, whichever date is sooner.

12. All main buildings or structures shall face the street from which the greater building line setback is shown on the recorded plat, unless alternate facing is authorized by the Committee.

13. No fence, wall or hedge located between interior lot lines and building setback lines shall be higher than six feet (6') from the ground unless it is an integral part of

the building or structure. No wire, metal or chain link fence of any type is permitted on any part of any lot. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of adjoining property or the Committee. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of the Grantors or the Committee and such encroachment is wholly at the risk, and removal shall be solely at the expense, of the owner.

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4. Walks from the street curb to the main building or office structure shall have a minimum width of four feet (4') and shall be of concrete, aggregate or stone construction.

15. No trash, garbage, ashes, refuse or other waste shall be thrown or dumped on any vacant lot in the addition, and no trash racks may be permanently built or left in front of any lot.

16. Dead, diseased, or damaged trees which might create a hazard to property or persons on any lot or adjacent lot, shall be promptly removed or repaired, and if not removed by owners, then the Committee may, but shall not be required to, remove such trees at owner's expense and shall not be liable for damage done in such removal.

17. No animals, pets, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any lot.

18. No owner shall permit any thing or condition to exist upon his lot which shall induce, breed, or harbor infectious plant diseases or noxious insects. Each owner

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shall keep all shrubs, trees hedges, grass and landscaping of every kind on his lot, including any setback areas, areas between lot lines and adjacent sidewalks and/or street curb, neatly trimmed, properly cultivated, and free of trash, weeds and other unsightly material. No trees, hedges, shrubs, or other landscaping shall be planted or permitted to remain on any lot unless the foliage line is maintained at a proper height to prevent obstruction of safe cross-visibility of traffic approaching an intersection or driveway. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company of authority is responsible.

19. Each owner of a lot agrees for himself, his heirs, or successors in interest that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said tract, including landscaping of any lots in said tract, was completed by Grantor.

20. Each owner of a lot in the subdivision agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots, when such access is essential for the maintenance of utility or drainage facilities.

21. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained on the property.

22. No flag pole shall be permanently erected on any property unless approval has been obtained in writing from the Committee.

23. No golf cart, tent mobile home, trailer of any kind, or similar structure or equipment, and no truck, camper, or boat shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, other than in a garage. The doors of garages housing trucks, campers or boats shall be closed at all times except for actual entry or exit. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with construction, reconstruction or repair of any work or improvements.

24. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, housetrainers, or the like, shall be kept on any lot other than in the garage, or other structures approved by the Committee.

25. No privy, cesspool or septic tank, or disposal plant shall be erected or maintained on any part of this property without consent of the Committee.

26. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall

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any well or hole of any kind be dug on this property without the written consent of the Committee.

27. Mailboxes must be housed in wood or masonry structures as approved by the Committee.

28. No antenna, microwave dishes, or similar devices for transmission or reception of television signals, radio signals or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise, other than a master or community antenna approved by Grantor. No radio or television signals nor any other form or electromagnetic radiation shall be permitted to originate from any lot which may unreasonably interfere with the reception of television, radio signals or other communications upon any other lot.

29. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be constructed, placed, or maintained anywhere in or upon any lot other than those utilities constructed by Grantor for the subdivision or may be approved by the Committee.

30. Each owner of a lot agrees for himself, his heirs, assigns or successors in interest that he will permit free and reasonable access by the owner of adjacent or adjoining lots containing a divisional wall, when such access is essential for the construction, reconstruction, refinishing repair, maintenance, or lateration of said divisional wall. The access shall be limited to an area five feet (5') in width along or parallel to the property line. Access shall

only be at reasonable times and shall be permitted only after written notice has been given to the lot owner stating the purpose of the access. In no event shall such access be deemed to permit entry into the interior portions of any office, building or structure. Any damage caused by such access will be repaired at the expense of the owner causing such damage.

31. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time and the land restored to an orderly and attractive condition.

32. The invalidity, violation, abandonment, variance approval, or waiver of any one or more of or any part of the reservations, restrictions, or other provisions hereof, either as to all or any part of the land, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the land and shall not affect or impair the remaining reservation, restrictions or other improvements hereof or parts thereof as to all the land.

33. Should any owner desire a minor variance from these restrictions concerning size of residence, set-back, garage location or other similar matter, application for variance shall be made to the Committee. The decision of the Committee shall be final and cannot be contested by the applying owner, or any owner objecting to such variance if a variance is granted.

34. No sign of any kind shall be displayed to public view on any lot in the subdivision without the prior written

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consent of Grantor or the Committee, except customary name and address signs; such signs to be governed by the rules of professional ethics of the particular profession or business, and applicable state law and sign ordinances of the City of Victoria.

35. No swimming pools or similar structures shall be constructed, placed or maintained anywhere in or upon any lot.

36. Upon construction of any building or structure, each lot owner shall comply with all offstreet parking ordinances of the City of Victoria, however each lot owner shall provide one and one-half (1 1/2) spaces for offstreet parking for each three hundred (300) square feet of space contained in the main building or structure on each lot.

37. These covenants, restrictions, conditions and limitations are to run with the land, and shall be binding on each Grantee, its heirs and assigns, and for a period of twenty-five (25) years from and after the date that restrictions for NORTH OFFICE PARK SUBDIVISION are recorded in the Deed Records of Victoria County, Texas, which said restrictions shall included the restrictions herein set out as to the property herein conveyed; after the expiration of twenty-five (25) years after date of recording of such restrictions, these 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 lots in NORTH OFFICE PARK SUBDIVISION has been recorded agreeing to change said covenants in whole or in part; in the event that the restrictions for NORTH OFFICE PARK SUBDIVISION are not recorded, then the 25-year period shall begin as of the date of this conveyance.

38. The invalidation of any one of these covenants by judgement or court order shall in nowise affect any of the other provisions, but such other provisions shall remain in full force and effect.

39. Enforcement of the covenants herein set forth shall be by proceedings at law or in equity against any person, persons or entities violating or attempting to violate same, either to restrain violation or to recover damages. The prevailing party to any such action(s) shall be awarded all costs of court and its legal damages and reasonable attorney's fees.

40. All restrictions and limitations herein contained shall be binding upon the parties hereto and all parties claiming by, through or under them and upon all owners of property in said subdivision, each of whom shall be obligated and bound to observe all of the restrictions and limitations herein contained; provided however, that no person or persons shall be liable for breaches hereof committed by any person or persons at any time other than during his or her ownership of property in said subdivision.

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

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EXECUTED this the _____ day of _____, 1982.

Larry D. Woody
LARRY D. WOODY

Danny J. Gumm
DANNY J. GUMM

Nathan P. Hoffman
NATHAN P. HOFFMAN

Richard L. Heintz
RICHARD L. HEINTZ

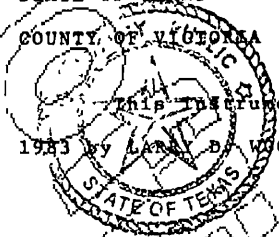
Jack Gumm
JACK GUMM

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This instrument was acknowledged before me on January 12,
1983 by LARRY D. WOODY.



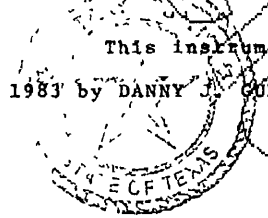
Irma Pena
NOTARY PUBLIC IN AND FOR
STATE OF TEXAS

IRMA PENA
My commission expires: 1-29-84

STATE OF TEXAS §

COUNTY OF VICTORIA §

This instrument was acknowledged before me on January 12,
1983 by DANNY J. GUMM.



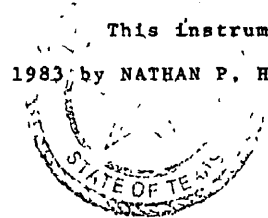
Irma Pena
NOTARY PUBLIC IN AND FOR
STATE OF TEXAS

IRMA PENA
My commission expires: 1-29-84

STATE OF TEXAS §

COUNTY OF VICTORIA §

This instrument was acknowledged before me on January 12,
1983 by NATHAN P. HOFFMAN.



Irma Pena
NOTARY PUBLIC IN AND FOR
STATE OF TEXAS

IRMA PENA
My commission expires: 1-29-84

STATE OF TEXAS §

COUNTY OF VICTORIA §

This instrument was acknowledged before me on January 12,
1983 by RICHARD L. HEINTZ.



Irma Pena
NOTARY PUBLIC IN AND FOR
STATE OF TEXAS

IRMA PENA
My commission expires: 1-29-84

WILLIAMS

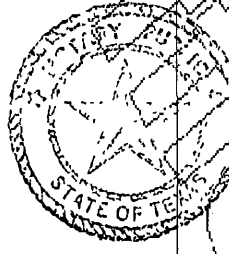
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STATE OF TEXAS §
COUNTY OF VICTORIA §

This instrument was acknowledged before me on January 12, 1983 by JACK GUMM



Irma Pena
NOTARY PUBLIC IN AND FOR
STATE OF TEXAS

IRMA PENA
My commission expires: 1-29-84

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Nat. O. Brown
COUNTY CLERK
VICTORIA COUNTY, TEXAS
By: Nancy A. Brown
Dep.

STATE OF TEXAS COUNTY OF VICTORIA
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly re-
corded in the volume and page of the named records
of Victoria County, Texas as stamped hereon by me.

FEB 25 1983



Nat. O. Brown
COUNTY CLERK, Victoria County, Texas

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