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AMENDMENT TO RESTRICTIONS.

PIRATES BEACH
SECTIONS ONE (1) AND TWO (2)
GALVESTON COUNTY, TEXAS

THE STATE OF TEXAS I
 I
COUNTY OF GALVESTON I

WHEREAS, MITCHELL & MITCHELL LAND DEVELOPMENT CO., and
PACE SETTER, INC., each a Texas corporation, (hereinafter
sometimes called "Owners"), comprising all of the owners of
the following described property situated in Galveston
County, Texas, to-wit:

Lots 1, 2 and 3, in Block 1; Lots 1, 2 and 3, in
Block 2; Lots 1 to 21, both inclusive, in Block
3; Lots 1 to 18, both inclusive, in Block 4; Lots
1 to 16, both inclusive, in Block 5; Lots 1 to 14,
both inclusive, in Block 6; Lots 1 to 14, both in-
clusive, in Block 7; Lots 4, 8 and 9, in Block 8;
Lots 1, 2, 3 and 4, in Block 9; Lots 1 and 2 in
Block 10; Lots 1 to 79, both inclusive, in Block
11, Lots 1 to 39, both inclusive, in Block 12; Lots
1 to 19, both inclusive, in Block 13; Lots 1, 2 and
3, in Block 15; Lots 1, 2, 3 and 4, in Block 16;
and Lots 15 and 16 in Block 17; all in PIRATES BEACH,
SECTION 2, a subdivision in Galveston County, Texas,
according to the map or plat thereof recorded in
Volume 1616, Page 67, of the Map Records of Galveston
County, Texas; and

Lots 1 to 14, both inclusive, in Block 71; Lots 1,
2 and 3 in Block 18; Lots 21 to 38, both inclusive,
in Block 19; Lots 2 to 12, both inclusive, in Block
24; Lots 1 to 6, both inclusive, in Block 25; Lots
1 to 13, both inclusive, in Block 28; and Lots 2 to
34, both inclusive, in Block 29; all in PIRATES
BEACH, SECTION 1, a Subdivision in Galveston County,
Texas, according to the map or plat thereof recorded
in Volume 1616, Page 66, of the Map Records of
Galveston County, Texas;

all of the hereinabove described property being hereinafter
sometimes referred to as "said lots" and as "said property";
and,

WHEREAS, an instrument of restrictions relating to and
affecting such property dated June 23, 1966, was duly recorded
in the Deed Records of the County Clerk of Galveston County,
Texas, in Book 1798, Page 670, to which reference is made for
all purposes.

DEED OF TRUST
BOOK 1810 PAGE 179

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AMENDMENT No. 1

WHEREAS, it is the desire of said owners to hereby amend and modify said instrument of restrictions in Paragraph Five (5), and Paragraph Ten (10), under situations, covenants and conditions, and adding Paragraph Eight (8) under General Provisions.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the premises and of the mutual benefits to be derived therefrom, and for Ten (\$10.00) Dollars and other good and valuable considerations, the undersigned do hereby modify and amend the aforesaid Paragraphs so that:

Paragraph 5 - Location of Improvements - will hereinafter read as follows:

5. LOCATION OF IMPROVEMENTS. No building shall be located nearer to the street than the front building setback line as shown on the recorded plat, and no building may be located nearer than five (5') feet to any side lot line excepting that on lots costing \$3,000.00 or more, the main building may not be located nearer than eight (8') feet to any side lot line with decks, porches, and overhang extending to no nearer than five (5') feet of the side property line or easements. Corner lots shall be deemed to front on the street along which such lot has the least amount of frontage, except houses with a Gulf view or those houses which have been excepted by said committee by reason of outstanding or unusual design. All lots in Blocks 3, 4, 5, 6 and 7, Pirates Beach, Section 2, shall be deemed to front on the "Common Court" of each of said blocks as shown on the recorded plat. No fence shall be erected in front of the front building setback line and no rear yard fencing shall be higher than four (4') feet.

Paragraph 10 - Condition of the Surface of Said Lots - will hereinafter read as follows:

10. CONDITION OF THE SURFACE OF SAID LOTS. The cutting of grass and weeds, and the collection of garbage, trash and rubbish shall be the responsibility of each lot owner, and may be handled by third party or parties on an individual contract basis. The owner or occupant of each of said lots shall at all times keep the weeds and grass thereon cut in a sanitary, healthful and attractive manner. No owner or occupant of any of said lots shall in any event use his lot or any part thereof for the storage of materials or equipment except such materials and equipment as may be needed for normal, immediate residential building requirements nor shall they permit the accumulation of garbage, trash, rubbish, or refuse, of any kind thereon. In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, or in the event any garbage, trash, rubbish or refuse is allowed to remain on the premises for a longer period of time than one (1) week, with the exception that a maximum of thirty (30) days is granted to clear debris and repair damage due to hurricanes or other acts of God, the undersigned Developers, their successors and assigns, without liability to such owner or occupant, in trespass or otherwise, may enter upon said lot and cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, rubbish or debris so as to place said lot in a neat, attractive, healthful and sanitary condition, in which case said Developers may bill the owner or occupant for such work. The owner or occupant, as the case may be, agrees by purchase or occupancy of any of said lots to pay such statement immediately upon receipt thereof.

Paragraph 8 - Amendment

These restrictions may be amended at any time and from time to time by vote of the owners of a majority of said lots evidenced by instrument in writing signed by such owners and recorded in the office of the County Clerk of Galveston County, Texas, and in connection with such amendments each lot shall entitle its owners to one vote.

WITNESS the execution hereof on this the 18th day of AUGUST, 1966.

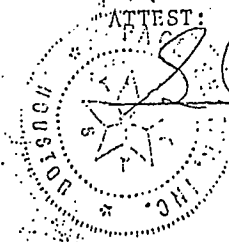
OWNERS



[Signature]
Asst-Secretary

MITCHELL & MITCHELL LAND
DEVELOPMENT COMPANY

By [Signature] President

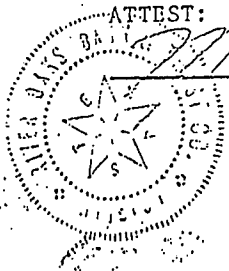


[Signature]
Secretary

PACE SETTER, INC.

By [Signature] President

LIENHOLDERS



[Signature]
Secretary-Cashier

RIVER OAKS BANK & TRUST COMPANY

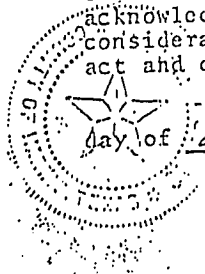
By [Signature] President

DEED OF TRUST :
BOOK 1810 PAGE 181

THE STATE OF TEXAS
COUNTY OF HARRIS

DEED OF TRUST
BOOK 1810 PAGE 182

BEFORE ME, the undersigned authority, on this day personally appeared George P. Mitchell, known to me to be the person whose name is subscribed to the foregoing instrument, as President of MITCHELL & MITCHELL LAND DEVELOPMENT CO., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

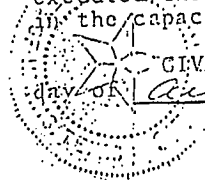


GIVEN under my hand and seal of office this the 18 day of August, 1966.

Morris R. Smith
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared N.R. Dobbins, known to me to be the person whose name is subscribed to the foregoing instrument, as President of PAGE SETTER INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity stated, and as the act and deed of said corporation.



GIVEN under my hand and seal of office this the 18 day of August, 1966.

Morris R. Smith
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Brent Z. Lane, President of RIVER OAKS BANK & TRUST, 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 said corporation.



GIVEN under my hand and seal of office this 18 day of August, 1966.

Morris R. Smith
Notary Public in and for
Harris County, Texas

FILED FOR RECORD
at 9 o'clock AM
AUG 19 1966
GERTRUDE McKENNA
CLERK CO. CL. GALVESTON COUNTY, TEXAS
By Carol Sullivan Deputy

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the named records of Galveston County, Texas as stamped herein by me.



AUG 19 1966
Gertrude McKenna
COUNTY CLERK, Galveston County, Texas

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