

#6714627

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RESTRICTIONS

PIRATES COVE, SECTIONS ONE AND TWO
GALVESTON COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF GALVESTON

WHEREAS, MITCHELL-DOBBINS LAND CORPORATION, a Texas corporation (hereinafter sometimes called "Owner"), is the Owner of the following described property situated in Galveston County, Texas, to-wit:

Lots 1 to 40, both inclusive, in Block 1, and Lots 1 to 42, both inclusive, in Block 2, comprising Eighty-Two (82) lots, all in PIRATES COVE, SECTION 1, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume Page of the Map Records of Galveston County, Texas; and

Lots 1 to 12, both inclusive, in Block 1, and Lots 13 to 95, both inclusive, in Block 2, comprising Ninety-Five (95) lots, all in PIRATES COVE, SECTION 2, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume Page 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, it is the desire of said Owner to establish a uniform plan for the development, improvement and sale of Said Property, and to insure the preservation of such uniform plan for the benefit of said Owner as well as future owners of Said Property:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, MITCHELL-DOBBINS LAND CORPORATION, a Texas corporation, with offices and principal place of business in the City of Houston, Harris County, Texas, acting herein by and through its duly authorized officers, does hereby adopt, establish and impose the following reservations, restrictions, covenants and conditions upon Said Property, which shall constitute covenants running with the title to the land and shall inure to the benefit of said Owner, its successors and assigns, and to each and every purchaser of Said Property, their successors and assigns, and any one of said beneficiaries shall have the right to enforce these restrictions using whatever legal method is deemed advisable.

RESTRICTIONS, COVENANTS AND CONDITIONS

1. Land Use and Building Type. Said Lots shall be used for residential purposes only and only one detached single-family dwelling shall be erected on any one lot. No commercial activity shall be conducted on or from any of said residential lots.

2. Architectural Control and Construction Time. No structure of any type shall be constructed, placed or altered on any of Said Lots unless and until plans, specifications and location of such structure shall all have been approved in writing by the Pirates Beach and Pirates Cove Architectural Committee (hereinafter sometimes referred to as "Said Committee"), to be established by Owner. The standards for approval of such structures shall be in compliance with these restrictions, quality of materials and workmanship, the external design in relation to existing structures, and the location with respect to topography of Said Property. The term "Structures" as used herein shall be held to mean and include buildings, fences, house trailers, walls, swimming pools, playground equipment and outdoor cooking or eating facilities of a permanent nature. After the plans for construction have been

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approved and the pilings have been set, the lot owner or builder shall have a maximum of six (6) months to complete the exterior. Said maximum period shall include the painting and staining, and clean up of all construction materials and debris from the site.

3. Dwelling Size. Only one detached single-family type dwelling may be erected on any one of Said Lots, and each such dwelling shall contain not less than 700 square feet of living area.

4. Type of Construction, Material and Landscape.

(a) Every structure, building, or addition thereto shall be affixed to the ground in a permanent manner.

(b) All elevated structures shall be built on pilings or other type of elevated foundation designed so that the foundation will aesthetically conform to standards set by the Pirates Beach and Pirates Cove Architectural Committee.

(c) No round pilings will be permitted, unless concrete, and no elevated structure or house may be erected on any of Said Lots, unless the plans and specifications therefor provide for such structure or house to have a minimum of eighteen (18") inches overhang past the pilings.

(d) All piling must be bottomed at a depth of at least ten (10') feet below the surface of the ground.

(e) No angle bracing from pilings to floor stringers will be permitted. Elevated structures may be cross-braced against the floor joists to prevent racking of structures, and floor joists stringers must be of adequate size to carry floor joists without angle bracing from the pilings to the stringers. All floor joists must be fastened to stringers with metal straps, wood splines or scabs, and all ceiling joists and roof rafters must be fastened to the top plate in the same manner. The piling above ground must have a three-quarter (3/4") inch hole drilled at the top and bottom and each house must have available on the premises at all times cables with turn buckles from cross-bracing which can be installed with a minimum of effort during the hurricane season starting August 15th. Such cables and cross-bracing must be removed and stored not later than February 1st of the ensuing year. Notwithstanding the foregoing, however, said cables and cross-bracing may be installed at any time at the discretion of the owner or occupant of the premises in the event weather conditions warrant such installation.

(f) All houses and other structures must be kept in good repair, and painted when necessary to preserve the attractiveness thereof. No exposed, untreated or unstained wood, except decking, will be permitted.

(g) The main floor of each house must be at least eleven (11') feet above mean high tide. (It is advisable for maximum insurance coverage to have the decking at least 13' 6" above mean high tide.)

(h) Toilet facilities of all houses shall be installed inside each such house, and shall be connected, before use, with a sewage disposal system approved by Galveston County. A sewer connection fee of \$500.00 will be charged to each lot to tie onto the sewage system serving Said Property. In the event a central sewage disposal system is installed, no other disposal system may be utilized in the subdivisions. Only one connection fee will be charged to each lot. No septic tank or privy shall be installed, erected or maintained on the premises. Nothing herein contained to the contrary or seemingly to the contrary shall prevent the installation and use of sanitary sewer facilities by a water district or other governmental authority in said subdivisions. Each lot owner will, at his expense, extend his sewer soil pipe to an outside perimeter of the lot as designated by Owner.

(i) Each lot owner must, at his expense, connect his electric service underground into a junction box at the rear or front of his property line as designated by Owner.

(j) Upon completion of a house, each lot owner must plant on his lot at least two palm trees each with a minimum height of five (5') feet at the time of planting.

5. Location of Improvements. No building or porch overhang shall be located closer to the street than the front building set-back line as shown on the recorded plat, no closer than 6 feet to any side lot line and no closer than 20 feet to the bulkhead on the inland side. Above ground propane tanks must be screened from public view by planting or decorative fence. Corner lots shall be deemed

to front on the street along which such lot has the least amount of frontage, except houses on the Bay or those houses which have been excepted by Said Committee by reason of outstanding or unusual design. 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.

6. Easements. Easements for the installation and maintenance of utilities, drainage facilities, road and streets heretofore granted are reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by them or their successors, assigns, agents, employees or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

7. Annoyances or Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

8. Animals. Except as hereinafter provided, no animals, livestock, or poultry of any kind shall be kept, raised or bred on any of Said Lots. Not more than two dogs and/or two cats may be kept on the premises, provided they are kept only for the use and pleasure of the owner and are not kept, bred or maintained for any commercial purposes.

9. 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 or rubbish 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 or rubbish is allowed to remain on the premises for a longer period of time than one (1) week, then Mitchell-Dobbins Land Corporation, its 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 such garbage, trash and rubbish so as to place said lot in a neat, attractive, healthful and sanitary condition, in which case said Mitchell-Dobbins Land Corporation, its successors and assigns, may bill the owner or occupant for such work. The owner or occupant, as the case may be, agrees by purchase or occupation of any of Said Lots, to pay such statement immediately upon receipt thereof.

10. Temporary Structures. No structure of a temporary character, including, but not limited to, trailers, tents, shacks, mobile homes, boats, house trailers and motor vehicles of all types, shall ever be maintained or used on any lot at any time as a residence, either temporarily or permanently. All boat trailers, boats and boat riggings must be parked under the main building. Parking of automotive vehicles on road shoulders is prohibited.

11. Filling and Digging or Removal of Dirt. The digging of dirt or the removal of any dirt from any lot is especially prohibited except where necessary in conjunction with landscaping or in conjunction

with construction being done on such lot. No filling material which will have the effect of changing the grade level of any lot shall be placed on such lot without the prior approval in writing of the Pirates Beach and Pirates Cove Architectural Committee.

12. Signs and Billboards. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any lot without the prior consent in writing of the Pirates Beach and Pirates Cove Architectural Committee. The undersigned Mitchell-Dobbins Land Corporation, its successors and assigns, or the members of Said Committee, shall have the right to remove any such signs, advertisements, billboards or structures placed on any of Said Lots without such consent, and in so doing shall not be liable for trespass or other tort in connection therewith or arising therefrom.

13. Hunting. No hunting will be permitted within said subdivisions.

14. Treasures and Artifacts. The undersigned Mitchell-Dobbins Land Corporation reserves a one-half (1/2) interest in all treasures and artifacts found on any property within the above named subdivisions.

15. Water Service.

(a) A water-tap fee of \$150.00 will be charged to any lot requesting water service.

(b) Water meters will be installed and all water charges will be metered and billed to the respective lot owner.

16. Docking and Mooring Facilities, and Riparian Rights.

(a) In the event any of said lots in Pirates Cove, Section 2, abut or border any interior canal, the lot conveyed shall include any and all land to the center of any such canal, subject to the rights of other lot owners to use such canals as set forth on the subdivision plats.

(b) No pier, docks or mooring facilities shall extend more than ten (10) feet into such Canal. The plans and specifications for such piers, docks and mooring facilities must be approved in writing by Mitchell-Dobbins Land Corporation, its successors or assigns, and must conform to standard design supplied by the said Mitchell-Dobbins Land Corporation, its successors or assigns. It is understood that in approving piers, docks and mooring facilities for the following lots, special limitations as to size and location thereof will be imposed by Mitchell-Dobbins Land Corporation, its successors or assigns, and that the foregoing general restrictions covering such matters shall not apply to such lots, to-wit:

Pirates Cove, Section 1: Lots 13, 14, 15, 22, 23, 24, 27, 28, 29, 30, 31, 36, 37, 38, and 39, Block 1.

Pirates Cove, Section 2: Lots 50, 51, 70 and 71, Block 2.

(c) No boat may be tied to bulkheading. A buffer of piling must be installed in a manner approved by Said Committee.

(d) All boats operated, anchored or docked in any manner in any of said canals must be approved by the Pirates Beach and Pirates Cove Architectural Committee as to appearance, size and amount of noise made by its motors in order that no unsightly, oversized or unusually loud boats will be allowed in any of said canals.

(e) All boats operating in said canals shall be operated at such a speed as not to cause any visible wake, and in no case at a speed exceeding five (5) miles per hour.

(f) No lot owner shall be permitted to deepen or otherwise carry on any excavation operation in the canal abutting his lot within four (4') feet of the bulkhead.

(g) The use of automobile tires or other ^{similar} materials for hold-off fenders or pier construction is prohibited.

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MAINTENANCE CHARGE

1. Each lot in Pirates Cove, Sections 1 and 2, except as hereinafter provided, is hereby subjected to an annual maintenance charge of a minimum of \$36.00 and a maximum of \$72.00 (unless an increase therein is approved by vote of a majority of the owners of Said Lots, each lot entitling its owner to one vote, except that the maximum sum may not exceed \$120.00 per year), for the purpose of creating a fund to be known as a "Maintenance Fund." Said maintenance charge shall be due and payable annually in advance on or before the first day of July of each year beginning July 1, 1967, to Pirates Beach and Pirates Cove Architectural Committee at its office, 1089 Houston Club Building in Houston, Texas. The maintenance charge on any lot purchased after July 1st of any year (covering the period of time from the purchase thereof to June 30th of the ensuing year) shall be prorated in the proportion that the number of months remaining prior to July 1st of such ensuing year bears to a whole year. All maintenance charges referred to herein, together with any and all liens securing payment of the same, are hereby transferred, assigned and conveyed to Said Committee. It is expressly agreed that all unsold lots owned by the undersigned Mitchell-Dobbins Land Corporation shall be excluded from such maintenance charge, and further that the only obligation of the said Mitchell-Dobbins Land Corporation, in connection with the purposes for which said Maintenance Fund has been created, is to keep the grass and weeds mowed on all such unsold lots. Notwithstanding the foregoing, however, said Mitchell-Dobbins Land Corporation may, at its sole option, assume and agree to pay other expenditures for the benefit of owners or occupants of lots in the above-named subdivisions.

2. All sums accruing to such Maintenance Fund may be applied, so far as sufficient, towards the payment of maintenance expenses incurred in connection with any or all of the following: lighting, sidewalks (if any), paths, canals, parks, playgrounds, boat launching facilities, esplanades, collecting and disposing of garbage, trash and rubbish, as applied to general upkeep, including cleaning of beach and other recreational facilities, and doing any other things necessary or desirable in the opinion of Said Committee to keep Said Property neat and in good order or which it considers of a general benefit to the owners or occupants of lots in said subdivisions. In this connection, it is understood that the judgment of Said Committee in the expenditure of said funds shall be final so long as such judgment is exercised in good faith.

3. To secure the payment of the aforesaid maintenance charge, there is to be reserved in each deed by which each lot is conveyed the vendor's lien for the benefit of Said Committee, said lien to be enforceable by such beneficiary through the appropriate means at law; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, presently or in the future given, granted and created at the instance or request of the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and it shall be further provided that as a condition precedent to any proceeding to enforce such lien upon any lot against which there is an outstanding valid and subsisting first mortgage lien, such beneficiary shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, such notice to be sent to the nearest office of such mortgage holder by prepaid United States registered or certified mail and to contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of the owner of any such mortgage, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the owner and holder thereof.

4. The above maintenance charge and assessment will remain in effect for the full term (and extended term or terms, if applicable) of the within covenants.

5. Lot owners in Pirates Beach and Pirates Cove shall have the use of the combined recreational facilities within said subdivisions.

GENERAL PROVISIONS

1. Term. These covenants shall run with the title to the land and shall be binding upon all of said owners and all of the persons claiming under them for a period of twenty-five (25) years from June 23, 1966, at which time these covenants shall be extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of Said Lots has been recorded changing said covenants in whole or in part. Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any of such covenants or restrictions either to restrain such violation or proposed violation, or to recover damages. Such enforcement may be by the owner of any of Said lots, by the Pirates Beach and Pirates Cove Civic Club, or otherwise as may be provided by law.

2. Responsibility of the Owner. It is expressly understood and agreed that the undersigned Mitchell-Dobbins Land Corporation assumes no obligation, responsibility or liability in the execution of these reservations, restrictions, covenants and conditions, and further that any or all assignable provisions contained in these reservations, restrictions, covenants and conditions may be assigned, transferred and conveyed to a Civic Club at any time Owner is reasonably assured that said Civic Club is able to function for the benefit of all owners of lots in said subdivisions.

3. Severability. Invalidation of any one or more of these covenants by judgment or other court order shall in nowise affect any of the other provisions hereof, and such other provisions shall remain in full force and effect.

4. Amendments of These Restrictions. These restrictions may be amended at any time by the approval of a majority of the lot owners in said subdivisions, each lot entitling its owner to one vote. Such approval shall be evidenced by written instrument duly executed and acknowledged and filed for record in Galveston County, Texas.

5. Headings. All sections and paragraph headings used herein are for convenience only and shall have no efficacy in construing any of the restrictions, covenants and/or conditions herein contained.

6. Joinder of Lienholder. The undersigned lienholder joins in the execution hereof solely as lienholder for the purpose of subordinating its liens to these restrictions, reservations, covenants and conditions, with the understanding, however, that (a) except to the extent of subordinating its liens to the restrictions, reservations, covenants and conditions herein provided for, such liens are continued in full force and effect as first and prior liens upon the properties described in the security instruments given to secure the indebtednesses now or hereafter held by the lienholder, and (b) such subordination excepts from the operation thereof any charge, fee or lien created in this instrument which under any theory or circumstance could be prior or equal to the liens held by the lienholder.

IN WITNESS WHEREOF, these presents have been executed on this the 12th day of July, 1967.

OWNER

MITCHELL-DOBBINS LAND CORPORATION

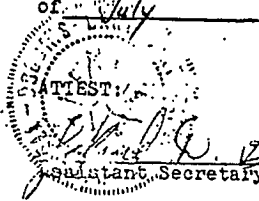
By: [Signature]
President

LIENHOLDER

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

By: [Signature]
Vice President

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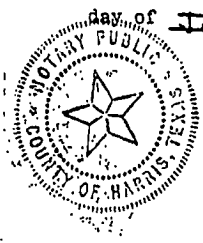


THE STATE OF TEXAS

COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of July, 1967.



W. Morris L. 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 John W. Sparks, Assistant, Vice President of BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of July, 1967.



Emmett J. Robinson
Notary Public, in and for Harris County, Texas

FILED FOR RECORD
at 9 o'clock A M
AUG 14 1967
GERTRUDE McKENNA
CLERK CO. CL. GALVESTON COUNTY, TEXAS

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Galveston County, Texas as stamped hereon by me.
AUG 14 1967
James M. Johnson
COUNTY CLERK, Galveston County, Texas