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DEED OF TRUST  
BOOK 2464 PAGE 87

RESTRICTIONS, COVENANTS  
AND CONDITIONS

PIRATES COVE, SECTION 4  
GALVESTON, TEXAS

X

THE STATE OF TEXAS X  
COUNTY OF GALVESTON X

WHEREAS, MITCHELL DEVELOPMENT CORPORATION OF THE  
SOUTHWEST ("Mitchell"), a Texas corporation, is the owner  
of the following described property situated in Galveston  
County, Texas, to-wit:

Lots 1 through 90, inclusive, in Block 1,  
in Pirates Cove, Section 4, a Subdivision  
in Galveston County, Texas, according to  
the plat thereof recorded in Volume 15,  
Page 3 of the Plat Records in the Office  
of the County Clerk 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 Mitchell 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 Mitchell as well as future owners of  
Said Property:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:  
That, Mitchell Development Corporation of the Southwest, 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, docs hereby  
adopt, establish and impose the following reservations, re-  
strictions, covenants and conditions upon Said Property,  
which shall constitute covenants running with the title to  
the land and shall inure to the benefit of Mitchell, its suc-  
cessors and assigns, and to each and every purchaser of Said  
Property, or any part thereof, 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, except that a lot owner may from time  
to time rent his home for profit.

2. Lot Area. No lot may be resubdivided; provided, however, that individual lots may be divided between abutting owners and thereafter each owner's resulting oversize tract shall be considered as one lot. Nothing herein contained shall prohibit the construction of a single residence on two lots, in which case both such lots shall be considered as one lot for building purposes. Irrespective of the foregoing provisions of this paragraph 2, the maintenance assessment hereinafter set forth shall be and remain applicable to all lots as originally platted.

3. Architectural Control Committee 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 by the Pirates Beach and Cove Architectural Committee ("Said Committee"). It shall be the purpose of Said Committee to review all plans, to insure for all owners harmony of location, and harmony of external and structural design in quality with existing structures. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder. Until such time as the Committee has been constituted and appointed, the Developer, or its nominee or representative, shall carry out all functions of the Committee relating to these restrictions. After Developer has sold seventy-five (75%) percent of the lots in all sections of Pirates Beach and Cove Subdivision, or sooner at the sole election of Developer, the members of the Committee shall be selected by the Pirates Beach and Cove Property Owners' Association ("Association"). The term "structure(s)" as used herein shall be held to mean and include buildings, fences, walls, swimming pools, playground equipment and outdoor cooking or eating facilities of a permanent nature. After the plans for construction have been 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.

4. Dwelling Size. Only one detached single-family type dwelling may be erected on any one of Said Lots, and each such dwelling constructed on any lot shall contain not less than 1,100 square feet of living area, not less than 250 square feet of covered deck area (unless a specific control variance is granted by the Architectural Control Committee), and not less than 100 square feet of closed-in ground storage area.

5. Type of Construction, Materials 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 Said Committee.

(c) No round pilings shall 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 pass the pilings.

(d) No angle bracing from pilings to floor stringers will be permitted. Elevated structures may be crossed-braced against the floor joists to prevent racking of structures, and floor joist stringers must be of adequate size to carry floor joist without angle bracing from the pilings to the stringers.

(e) 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.

(f) The main floor of each house must be at least thirteen (13) feet above mean high tide and no house, building or structure shall be more than two (2) stories of living area in height.

(g) Toilet facilities of all houses shall be installed inside each house, and shall be connected before use with a sewage disposal system approved by the City of Galveston. No other sewage disposal system will be permitted in the subdivision other than a central sewage system serving Said Property. 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 subdivision. Each lot owner will, at his expense, extend his residence connection line to an outside perimeter of the lot as designated by Mitchell or a utility district, as the case may be.

(h) Mitchell recommends that all piling be sunk to a depth of at least ten (10) feet below ground surface.

(i) Upon completion of a house each lot owner must plant on his lot at least two (2) palm trees, each with a minimum height of five (5) feet at the time of planting. All houses must install concrete driveways, and such concrete driveways shall extend to the street pavement. Notwithstanding the foregoing, however, the Pirates Beach and Cove Architectural Committee shall have the right, acting within its discretion, to consider and approve or disapprove other types of driveway pavement upon written request of the lot owner.

(k) Notwithstanding anything herein contained to the contrary, mobile homes may not be raised in said subdivision.

(l) A semi-underground electric distribution system will be installed in that part of Pirates Cove Subdivision, Section 4, designated Semi-Underground Residential Subdivision, which semi-underground service area shall embrace all lots in Pirates Cove Subdivision, Section 4. The owner of each lot in the Semi-Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of the local governing authorities and the national electric code) the underground service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own expense, furnish, install, own and maintain a meter loop (in accordance with the current standards and specifications of the electric

company furnishing service) for the location and installation of the meter on such owner's lot. For so long as semi-underground service is maintained, electric service to each lot in the Semi-Underground Residential Subdivision shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

6. Location of Improvements. No building, porch overhang or stairs shall be located closer to the street than the front building setback line as shown on the recorded plat, no closer than six (6) feet on any side lot line, and no closer than twenty (20) feet to the bulkhead on the inland side. Aboveground 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.

7. Easements. Easements for the installation and maintenance of utilities, drainage facilities, roads 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. Mitchell reserves the right to grant (without the consent of any lot owner) such additional utility easements as may, in the opinion of Mitchell, be necessary to properly serve the subdivision's utility requirements.

8. 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.

9. 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 (2) dogs and/or 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.

10. Drainage Structures. Where required by the Architectural Control Committee, drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of 1-3/4 square feet (18-inch diameter pipe culvert).

11. 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, Mitchell (and the successors and assigns of Mitchell in a like capacity), without liability to such owner or occupant, in trespass or otherwise, may enter upon such 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 such lot in a neat, attractive, healthful and sanitary condition, in which case Mitchell 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.

12. Temporary Structures. No structure of a temporary character, including, but not limited to, trailers, tents, shacks, mobile homes, boats 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.

13. 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 Said Committee.

14. 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 Said Committee. Mitchell or 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 from such removal.

15. Hunting. No hunting will be permitted within said subdivision nor will the discharge of any type of firearm be permitted within the subdivision.

16. Treasures and Artifacts. Mitchell reserves a one-half (1/2) interest in all treasures and artifacts found on any property within the above named subdivision.

17. Water Service. Water service will be provided by a municipal utility district.

18. Maintenance Charge. Each of Said Lots, except as hereinafter provided, is hereby subject to an annual maintenance charge of \$84.00 per year for the purpose of creating a fund to be known as a "Maintenance Fund". Said maintenance charge may be increased, or decreased from time to time by Said Committee, if, in the sole discretion of Said Committee, such action is required to satisfy funding requirements for those expenses as set out in this paragraph 18. Said maintenance charge shall be due and payable annually in advance on or before the first day of July of each year to Said Committee at its office 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 30 of the ensuing year) shall be prorated in the proportion that the number of months remaining prior to July 1st of said 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 Mitchell (and successors and assigns of Mitchell in a like capacity) shall be excluded from such maintenance charge, and further that the sole and only obligation of Mitchell 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, Mitchell 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 subdivision.

Notwithstanding anything contained herein to the contrary, in the event either the public and/or private roads and/or streets of this subdivision (including, but not limited to, access roads) are damaged by hurricane, flood, storm or other act of nature, and the County of Galveston does not satisfactorily repair such roads, the annual maintenance charge may be increased annually during the next ensuing collection period or periods by an amount not to exceed one-half (1/2) of the then current annual maintenance charge in order to raise sufficient funds to pay the cost of restoring such roads or streets to their former condition and the funds collected by reason of such increase may be used to repair such damage and/or to reimburse Mitchell, its successors or assigns, for any expense, including interest, if any, which it may have incurred in connection with the repair of such damage. After the total cost of such repairs, including interest, if any, has been paid, the annual maintenance charge shall revert to such amount as may have been collected annually prior to such increase, subject to the right of said Committee, its successors or assigns, to increase the maintenance charge as herein provided.

All sums accruing to such Maintenance Fund shall 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, public and/or private roads and/or streets (including, but not limited to, access roads), public canals, parks, playgrounds, Gulf and Bay lot owner facilities, esplanades, collecting and disposing of garbage, trash, and rubbish, and doing other things necessary or desirable in the opinion of Said Committee to keep Said Property neat and in good order or which Said Committee considers of a general benefit to the owners or occupants of lots in said subdivision. In this connection, it is understood that the judgment of Said Committee in the expenditures of said funds shall be final so long as such judgment is exercised in good faith.

To secure the payment of the aforesaid maintenance charge, there is reserved in each deed by which each lot is conveyed the vendor's lien for the benefit of Said Committee, such reservation to be effective by reference to this instrument contained in each such deed, said lien to be enforceable by such beneficiary through the appropriate means at law, provided, however, that any lien securing the maintenance charge as to each lot is hereby 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 is hereby 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, such notice 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. The purchaser of any lot in said subdivision shall, at the request of Mitchell, its successors or assigns, execute and deliver (at the time lot is conveyed to such purchaser) such instruments as Mitchell, its successors or assigns may require as additional security for payment of the maintenance charge.

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.

19. Lot owners in all sections of Pirates Beach and Pirates Cove Subdivisions shall have the use of the combined recreational facilities within said subdivisions.

20. 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 until December 31, 1997, 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 any association of owners of lots in Pirates Beach and Pirates Cove Subdivisions, provided by law.

21. Responsibility of Mitchell. It is expressly understood and agreed that Mitchell assumes no obligation, responsibility or liability in the execution of these reservations, restrictions, covenants and conditions, and further that any or all duties, responsibilities, maintenance charges, and/or rights contained, established or reserved herein may be assigned, transferred and conveyed to a civic club or similar organization at any time Mitchell is reasonably assured that said civic club or similar organization is able to function for the benefit of all owners of lots in said subdivision.

22. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other provisions, such other provisions to remain in full force and effect.

23. Amendments of These Restrictions. Any part or all of these covenants, conditions and/or restrictions may be amended at any time and from time to time by the approval of a majority of the lot owners in said subdivision, each lot entitling its owner to one (1) vote. Such approval shall be evidenced by written instrument duly executed and acknowledged and filed for record in the Office of the County Clerk of Galveston County, Texas.

24. 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.

WITNESS the execution hereof this the 6th day of March, 1974.

OWNER

ATTEST:

MITCHELL DEVELOPMENT CORPORATION  
OF THE SOUTHWEST

[Signature]  
Assistant Secretary

By: [Signature]  
Vice President

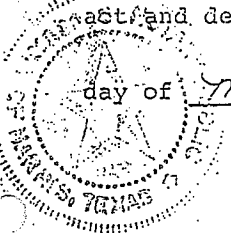
THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Robert D. Grace, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST, 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 6th day of March, A. D. 1974

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





DEED OF TRUST  
BOOK 2464 PAGE 95

12233 ✓

*Stewart Ave*

FILED FOR RECORD  
 at 9:58 clock *AM*  
 APR 23 1974  
 GERTRUDE MCKENNA  
 CLERK OF GALVESTON COUNTY TEXAS  
 BY *[Signature]* Deputy

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.



APR 23 1974  
*[Signature]*  
 COUNTY CLERK, Galveston County, Texas

