

NAMES OF PARTIES TO INSTRUMENT 377194

Pirate's Beach

CHARACTER OF INSTRUMENT
Restrictions:

DATED see below

FILED September 2, 1965

RECORDED BOOK 173 PAGES 117 - 21

Office County Clerk, Galveston
County, Texas

6516301

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PIRATE'S BEACH
RESTRICTIONS

STATE OF TEXAS I
COUNTY OF GALVESTON I

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, PACE SETTER, INC., a Texas Corporation, is the owner of the following described property located in Galveston County, Texas, and more particularly described as follows, to wit:

BEGINNING at the northwest corner of a 1.434 acre tract of land, said corner being N 25°00'00" W, a distance of 1208.81 feet from the southwest corner of lot 87 of the Trimble and Lindsey Survey, Section Three (3); N 63°36'30" E, a distance of 180.05 feet along the north boundary line of Pirate's Beach Subdivision and S 25°00'00"E, a distance of 40.01 feet to the PLACE OF BEGINNING:

THENCE N 63°36'30"E, a distance of 180.06 feet to the northeast corner of said acre tract:

THENCE S 25°00'00"E, a distance of 107.19 feet to the southeast corner of said Tract:

THENCE S 65°00'00"W, a distance of 180.00 feet to the Southwest corner of said tract:

THENCE N 25°00'00"W, a distance of 102.81 feet to the northwest corner of said tract and to the PLACE OF BEGINNING, containing in these metes and bounds 0.434 acres more or less, of Galveston Island, Texas

Lots 1 & 15
DT. or lots 2 & 4
Block 22

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Lots Two (2), Three (3) and Four (4), in Block Twenty Nine (29), PIRATE'S BEACH, Section One, an addition in Galveston County, Texas, according to the Map or plat thereof, recorded in Book 1616, Page 66, Map Records of Galveston County, Texas.

WHEREAS, the undersigned, PACE SETTER, INC. a Texas corporation, is of the desire to restrict the improvements, use and occupancy thereof as hereinafter stated.

NOW, THEREFORE, PACE SETTER, INC., in consideration of the premises, does hereby establish and impose the following restrictions and provisions upon the above described tract or parcel of land and shall constitute covenants running with the land and shall inure to benefit of the owners herein, its successors and assigns.

(1) All lots shall be used for single family residences purposes only, except that the tract described above may be used as a subdivision sales office until such time as seventy five per cent (75%) of the lots in said subdivision have been sold.

(2) No structure of any type shall be constructed, placed or altered on any lot until plans, specifications, and location of the structure have been approved by PIRATE'S BEACH & PIRATE'S COVE ARCHITECTURAL COMMITTEE as herein defined. The standards for approval for such structures will 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 the property. Structures as used therein shall be held to include buildings, fences, house trailers, walls, swimming pools, playground equipment, and outdoor cooking or eating facilities of a permanent nature.

Lots 2, 3, 4
Block 29

(3) Single family detached type dwelling only (one to be erected on any one lot) shall be permitted, and private garages in harmony with the main dwellings may be erected, but must be at least fifty (50) feet from the front line of the lot, except when connected directly with the main dwelling, and such dwelling shall contain not less than six hundred (600) square feet of living area and every structure or building or addition thereto shall be affixed to the ground in a permanent manner.

(4) All elevated structures shall be built on pilings or other type of elevated foundations designed so that the foundation will be beautiful in a manner to maintain standards set by the PIRATE'S BEACH & PIRATE'S COVE ARCHITECTURAL COMMITTEE.

(5) No fencing in front of front building line. No rear yard fencing higher than four (4) feet.

(6) No building shall be located on any lot nearer than twenty (20) feet to the front line of the lot. No building will be located nearer than ten (10) feet to any side lot line; corner lots shall be deemed to front on the street side having the least frontage, except houses with a Gulf view or special consideration given by the PIRATE'S BEACH & PIRATE'S COVE ARCHITECTURAL COMMITTEE due to outstanding or unusual design. Exceptions will be made in these cases on the building street back lines.

(7) No round pilings will be allowed.

(8) No angle bracing from pilings to floor stringers will be allowed. Houses may be cross braced against the floor joist to prevent racking of structures. Floor joist stringers must be adequate size to carry floor joist without angle bracing from the pilings to the stringer.

(9) No house will be approved with pilings and wall of house proper having a vertical line. The house must have a minimum of 18" overhang past pilings.

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

(11) A. A water tap fee of \$100.00 will be charged to any lot requesting water service.

B. Grantor will install water meter and all water charges will be metered and billed to owner.

(12) The house main floor must be a minimum of thirteen (13) feet above mean tide.

(13) No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

(14) Upon completion of the home, each lot owner must plant at least two (2) palm trees with a minimum of five (5) feet in height.

(15) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats (not to exceed two of each category) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lots.

(16) Toilet facilities of all residences shall be installed inside the residence and shall be connected, before use, with a septic tank, provided by the owner of said lot. No septic tank shall be placed or installed within sixty (60) feet of any shore line and no privy shall be erected or maintained on the premises.

(17) Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum of 1-3/4 square feet (12-inch diameter pipe culvert).

(18) The owners of occupants of all lots in this subdivision shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of materials and equipment except for normal residential requirements, or 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 the subdivision, in observing the above requirements, or any of them, Seller may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash, rubbish, etc. as to place said lot in a neat, attractive, healthful and sanitary manner, and may bill either the owner or occupant, as the case may be, and agrees by the purchase or occupation of any lot in this subdivision to pay such statement immediately upon receipt thereof.

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(19) No sign, advertisement, billboard, or advertising structures of any kind may be erected or maintained on any residential lot without the consent in writing of the PIRATE'S BEACH & PIRATE'S COVE ARCHITECTURAL COMMITTEE. The undersigned or members of the committee shall have the right to remove any such signs, advertisements, or billboards or structure which is placed on any residential lot without such consent and in doing shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

(20) No trucks, house trailers, tents, boats, boat trailers, or boat rigging shall ever be parked upon a lot, except as herein provided. Boats and trailers must be stored under main buildings. The parking of automotive vehicles on road shoulders for a period longer than twelve hours is prohibited.

(21) The digging of dirt or the removal of any dirt from any lot is expressly prohibited except when necessary in conjunction with landscaping of such lot, or in conjunction with construction being done on such lot, but no fill material which will change the grade of a lot shall be placed thereon without the approval in writing of the PIRATE'S BEACH & PIRATE'S COVE ARCHITECTURAL COMMITTEE.

(22) All hunting rights on the property herein conveyed are retained by the undersigned, their heirs, and assigns and without the express written permission from the undersigned, their heirs, and assigns, or their duly authorized agents, purchasers of lots, their heirs (successors) or assigns, shall not have the right to hunt or from any property in the subdivision or from any other property in the subdivision or any other property of the undersigned or which may hereafter be constructed for or by the undersigned, their heirs or assigns, and which islands are, or may be located in Galveston Bay, within an area which would be contained by a projection of the north of the undersigned's east and west property line.

(23) The grantor hereby reserves a one-half (1/2) interest of all treasures or artifacts found on the property within the subdivision.

(24) Each lot in PIRATE'S BEACH or PIRATE'S COVE, conveyed by the undersigned, their heirs, or assigns, is hereby subject to an annual maintenance charge of a minimum of Thirty Five Dollars (\$35.00) and a maximum of Fifty Dollars (\$50.00), unless an increase is voted otherwise by a majority of the residents, for the purpose of creating a fund to be known as "Maintenance Fund", to be paid by the owner of the lot, the same to be secured by a vendor's lien upon said lot, and payable annually on the first day of January of each year, in advance, beginning January 1st, 1966, to PIRATE'S BEACH & PIRATE'S COVE ARCHITECTURAL COMMITTEE, at its office in Houston, Texas, and said charge and lien are hereby assigned to the committee. The maintenance charge for a lot purchased during a year shall be prorated in the proportion that the remaining months in the year bear to the whole year. It is expressly agreed that all unsold lots owned by the subdivider, PACE SETTER, INC. shall be excluded from such maintenance charge.

742 Funds arising from said charge shall be applied, so far as sufficient, toward the payment of maintenance expenses incurred for any or all of the following purposes: Lighting, improving and maintaining the streets, sidewalks, paths, public canals, parks, parkways, esplanades, collecting and disposing of garbage, trash, ashes, rubbish, etc. at public areas; and doing other things necessary or desirable in the opinion of said committee to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the addition, it being 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. The developers or grantors only obligation to this maintenance fund is to keep the subdivision grass mowed and it may, at its option, assume other expenditure for the benefit to the owners or occupants of the addition.

Such maintenance charge will extend for a period of twenty-five (25) years from January 1st, 1966 and shall be extended automatically for successive periods of ten years unless the then owners of a majority of the lots in the entire addition vote to discontinuing such charge, such action to be evidenced by written instrument signed and acknowledged in the Deed Records of Galveston County, Texas. By acceptance of this deed each purchaser agrees and consents to and joins in such maintenance charge.

(25) All trash and garbage pickups must be contracted on an individual basis. The approximate cost per year will be \$27.50 or approximately \$4.00 per month on a monthly basis.

(26) These covenants and restrictions shall run with the land, and shall be binding on all parties and all person claiming under them for a period of twenty five (25) years from the date these covenants are filed for record with the County Clerk of Galveston County, Texas, after which time such covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the lots has been filed of record prior to the end of each such period of time, agreeing to change such covenants in whole or in part or to revoke them.

(27) These restrictions may be amended at any time by written instrument signed by a majority of the then lot owners and filed for record in the office of the County Clerk of Galveston County, Texas.

(28) 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 covenants or restrictions either or restrain such violation or proposal violation or to recover damages. Such enforcement may be by the owner of any lot in said subdivision.

(29) If the premises abut or border any canal or body of water, the land conveyed shall not include any of the land which is normally flowed or covered by said waters and it is not intended that the deed evidencing such conveyance shall include any riparian rights in and to said waters, or to the shore line below the normal high water mark, and no piers docks or mooring facilities shall be installed, erected or maintained until the plans and specifications for the same have been approved in writing by the Grantors, PACE SETTER, INC. Furthermore, all boats operated, anchored or docked in any manner in any of the canals must be approved by the PIRATE'S BEACH & PIRATE'S COVE ARCHITECTURAL COMMITTEE as to appearance, size, and loudness of motors in order that no boat of any type which is unsightly, oversized or has an unusually loud motor will be allowed to be placed in any of the canals of these sections and therefore detract from the value of the canals of these sections and therefore detract from the value of the lots abutting these canals.

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IT IS EXPRESSLY UNDERSTOOD AND AGREED that PACE SETTER, INC., assumes no obligations, responsibilities or liabilities in the execution of the herein set forth reservations, restrictions, covenants and conditions but that all reservations, restrictions, covenants, and conditions which are of a beneficial nature can hereby be assigned, transferred and conveyed to the benefit of any owner or owners of a civic club composed of said subdivision after

PACE SETTER, INC. is reasonably assured that the said civic club is able to function for the benefit of all owners of lots in said subdivision.

IN TESTIMONY WHEREOF, the undersigned have caused the presents to be signed.

ATTEST:
BY: [Signature]
Secretary

PACE SETTER, INC.
BY: [Signature]
President

STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared NORMAN R. DOBBINS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of PACE SETTER, INC. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 2nd day of September, 1965.

[Signature]
NOTARY PUBLIC in and for
Harris County, T e x a s