

Pirates Beach
Section 3

11.01

D/3/44 RCidad 4-16-80
8214934

001-70-0326

AGREEMENT INCREASING MAINTENANCE CHARGE

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

WHEREAS, the undersigned is (are) the owner(s) of the following described lot(s) in Galveston County, Texas, to-wit:

Lot(s) 4, Block 11, Pirates Beach, Section 3, a Subdivision in Galveston County, Texas, according to the Map or Plat thereof recorded in Volume 1616, Page 174, of the Plat Records of Galveston County, Texas ("The Property").

and,

WHEREAS, the undersigned's title to the Property is subject to certain Restrictions, Covenants, and Conditions, ("Restrictions"), dated December 2, 1968, recorded in Volume as amended through July 23, 1970, recorded in Volume 2128, Page 595, 2014, Page 105, of the Deed Records of Galveston County, Texas;

and,

WHEREAS, the Restrictions provide for the imposition against each lot in the Pirates Beach, Section 3, Subdivision (except lots owned by Mitchell Development Corporation of the Southwest, its successors and assigns) of an annual maintenance charge, payable to an Architectural Control Committee (the "Committee") composed of three or more representatives from time to time appointed by Mitchell Development Corporation of the Southwest, the funds of which are to be used towards payment of maintenance expenses in the Pirates Beach, Section 3, Subdivision; and,

WHEREAS, due to inflation and other causes the maximum annual amount of such maintenance charge permitted by the Restrictions is now too low to provide sufficient funds for the proper maintenance of the Pirates Beach, Section 3, Subdivision, and the undersigned has agreed with Mitchell Development Corporation of the Southwest to increase the annual maintenance charge against each Lot in the Property for the general benefit of the Property and the entire Pirates Beach, Section 3, Subdivision, and in order to maintain and increase property values therein:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
That, for and in consideration of the benefits to be derived by the undersigned by the proper maintenance of the Pirates Beach,

Section 1, Subdivision, and the maintenance and increase of property values therein, the undersigned hereby covenants and agrees with Mitchell Development Corporation of the Southwest, that, notwithstanding the provisions of the Restrictions, henceforth the amount of the annual maintenance charge assessed against each lot in the Property shall be determined as follows:

1. Each lot within the Property is hereby subject to a minimum annual maintenance charge of \$92.40 per year to be paid into the "Maintenance Fund" created by the Restrictions. Said maintenance charge may be increased from time to time by the Committee in an annual amount not to exceed 10% of the maintenance charge for the previous year, up to a maximum charge of \$168.00 a lot per year if, in the sole discretion of the Committee, such action is required to satisfy funding requirements for maintenance expenses in the Pirates Beach, Section 3, Subdivision. After said maximum charge of \$168.00 per lot has been reached, thereafter the Committee shall have the right, in its sole discretion, to increase the annual maintenance charge by a percentage increase equal to the percentage increase in the Consumer Price Index - All items, 1967 equals 100 (as defined by the U.S. Department of Labor, Bureau of Labor Statistics) for the year next preceding the year for which the assessment is being made. Should the U.S. Department of Labor, Bureau of Labor Statistics cease to publish the Consumer Price Index - All Items, 1967 equals 100, the Committee shall select such other indices which in its judgment reflect the then broad range of economic factors represented in the said Consumer Price Index - All Items, 1967 equals 100. Said maintenance charge shall be due and payable annually in advance on or before the first day of July of each year to the Committee at its office in Houston, Texas. All maintenance charges referred to herein, together with any and all liens securing payment of the same, are hereby transferred, assigned and conveyed to the Committee.

2. Notwithstanding anything contained herein to the contrary, in the event either the public and/or private roads and/or

streets in the Pirates Beach, Section 3, Subdivision (including, but not limited to, access roads) are damaged by hurricane, flood, storm or other acts 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 Development Corporation of the Southwest, 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 the Committee, its successors or assigns, to increase the maintenance charge as herein provided.

3. It is understood and agreed by the undersigned and Mitchell Development Corporation of the Southwest that the agreements and covenants herein contained increasing the amount of the annual maintenance charge assessed against each lot in the Property shall be effective beginning July 1, 1980, notwithstanding the fact that this instrument is executed and recorded prior to such time.

4. It is further understood and agreed by the undersigned and Mitchell Development Corporation of the Southwest that none of the provisions of the Restrictions are amended or changed by this instrument other than those pertaining to the minimum and maximum amount of the annual maintenance charge assessed against the lots in the Property, and all other provisions of the Restrictions, including, without limitation, those providing for the reservation of a Vendor's Lien to secure the payment of such maintenance charge, remain binding against the Property and in full force and effect. By its execution hereof, Mitchell

Development Corporation of the Southwest does not waive any of its rights granted or preserved under the Restrictions.

5. The provisions of this agreement shall be binding upon the heirs, personal representatives, successors and assigns of each of the parties hereto, and shall constitute real covenants running with the title to the Property. In case of a conveyance of the Property or an assignment of a Contract For Deed covering the Property by the undersigned, the undersigned agrees to include in the Deed or Assignment a provision expressly referring to the fact that title to the Property is subject to the terms of this agreement and giving the recordation data thereof.

EXECUTED this 20th day of May, 1980.

Robert Cizik

Jane Cizik

MITCHELL DEVELOPMENT CORPORATION
OF THE SOUTHWEST

By: *James L. Sasser* *KL*

JAMES L. SASSER
VICE PRESIDENT

THE STATE OF TEXAS S
COUNTY OF GALVESTON S

BEFORE ME, the undersigned authority, on this day personally appeared Robert Cizik, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of May, 1980.

Dorothy Porter

Notary Public for the
State of Texas
DOROTHY PORTER
Notary Public in Harris County, Texas
My Commission Expires January 31, 1981

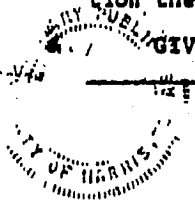
THE STATE OF TEXAS S
COUNTY OF GALVESTON S

BEFORE ME, the undersigned authority, on this day personally appeared Jane Cizik, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of May, 1980.

Dorothy Porter

Notary Public for the
State of Texas
DOROTHY PORTER
Notary Public in Harris County, Texas
My Commission Expires January 31, 1981



001-70-11330

THE STATE OF TEXAS :
COUNTY OF MONTGOMERY :

BEFORE ME, the undersigned authority, on this day personally appeared JAMES L. ATTER, of MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument as VICE PRESIDENT, 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 31st day of MAY, 1980.

Luc Hall
Notary Public for the
State of Texas
506 HALL
DALLAS

Re: MID
MITCHELL DEVELOPMENT CO.
RT 1, Box 149 B
GALVESTON, TEXAS 77551
ATTN: M. W. SWATT

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 Official Public Records of Real Property of Galveston
County, Texas, on

MAY 28 1982



Mary Jane Edustine
COUNTY CLERK, Galveston County, Texas

FILED FOR RECORD
MAY 28 2 41 PM '82

Mary Jane Edustine
COUNTY CLERK, GALVESTON COUNTY, TEXAS