

DATED see below

FILED September 2, 1965

RECORDED BOOK 1-30 PAGES 117 - 27

Office County Clerk, Galveston County, Texas

903

PIRATE'S BEACH RESTRICTIONS

STATE OF TEXAS I
COUNTY OF GALVESTON I

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, PACI SETTLER, 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" E, 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 180.00 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 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, PACI SETTLER, INC. a Texas corporation, is of the desire to restrict the improvements, use and occupancy thereof as hereinafter stated.

NOW, THEREFORE, PACI SETTLER, 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 1 & 15
Dr. OK to 55 287
Block 27

739

Lots 2, 3, 4
BIL 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 PIPATE'S BEACH & PIPATE'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 then (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 PIPATE'S BEACH & PIPATE'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 1-5/4 square feet (12-inch diameter pipe culvert).

(18) The owners or 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.

(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 PIPATI'S BEACH & PIPATI'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 PIPATI'S BEACH & PIPATI'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 PIPAH'S BEACH or PIPAH'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 PIPAH'S BEACH & PIPAH'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, PACI SETTLER, 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 SITTER, 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.

743

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PACE SITTER, 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,

PACE SETTLER, 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 SETTLER, INC.
BY: [Signature]
President

STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared NORMAN P. 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 SETTLER, 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

9330979

SECOND
AMENDMENT TO CORRECTION RESTRICTIONS,
COVENANTS AND CONDITIONS FOR
LAFFITE'S COVE AT PIRATES BEACH

THE STATE OF TEXAS §
 §
 COUNTY OF GALVESTON §

WHEREAS, pursuant to the provisions of that certain instrument entitled Correction Restrictions, Covenants and Conditions for Laffite's Cove at Pirates Beach ("Restrictions") dated August 3, 1992, filed for record under County Clerk's file No. 9230659, Film Code No. 008-35-0345 of the Real Property Records of Galveston County, Texas, modified by Amendment to Correction Restrictions, Covenants and Conditions for Laffite's Cove at Pirates Beach dated June 1, 1993, filed for record under County Clerk's File No. 9323348, Film Code No. 008-95-2288 of the Real Property Records of Galveston County, Texas, certain restrictions, covenants and conditions were imposed upon all numbered lots in Pirates Cove, Section Six, a subdivision ("Subdivision") in Galveston County, Texas, according to the plats thereof recorded in Book 18, Pages 277-281 of the Map Records of Galveston County, Texas, as amended by Pirates Cove Section Six First Amending Plat recorded in Book 18, Pages 326-333 of the Map Records of Galveston County, Texas and Partial Replat of Pirates Cove Section Six First Amending Plat recorded in Book 18, Pages 366-367 of the Map Records of Galveston County, Texas;

WHEREAS, it is the desire of the undersigned owner of a majority of the lots in the aforementioned Subdivision to further amend the Restrictions.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, THE WOODLANDS CORPORATION, a Delaware corporation, with its offices and principal place of business in The Woodlands, Montgomery County, Texas, acting herein by and through its duly authorized officers, the owner of a majority of the lots in the Subdivision, does hereby amend the Restrictions in the following particulars:

Paragraph 22 of the Restrictions entitled Special Laffite's Cove Maintenance Charge is hereby deleted in its entirety and the following Paragraph 22 is inserted in its stead:

"22. Special Laffite's Cove Maintenance Charge.

The owner of each lot within the Property, except as hereinafter provided, shall pay to the Developer a minimum annual maintenance charge ("Special Laffite's Cove Maintenance Charge") of \$250.00 per year for the purpose of creating a fund to be known as the "Special Laffite's Cove Fund". Said Special Laffite's Cove Maintenance Charge may be increased from time to time by the Developer in an annual amount not to exceed 10% of the Special Laffite's Cove Maintenance Charge for the previous year up to a maximum charge of \$402.62 per year, if, in the sole discretion of Developer, such action is required to satisfy funding requirements for those expenses enumerated in paragraph 23 below. After said maximum charge of \$402.62 per lot has been reached, the Developer shall have the right, in its sole discretion, to increase the Special Laffite's Cove 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 preceding the year for which the assessment is being made. Should the U.S. Department of Labor, Bureau of Statistics cease to publish the Consumer Price Index - all Items, 1967 equals 100, the Developer 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 Special Laffite's Cove Maintenance Charge shall be due and payable annually, in advance, on or before the first day of July of each year, to the Developer at its offices in The Woodlands, Texas. The Special Laffite's

Cove 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. It is expressly agreed that all unsold lots owned by Developer and its successors and assigns shall be excluded from payment of the Special Laffite's Cove Maintenance Charge."

Except as herein and heretofore changed and amended, all of the provisions contained in the Restrictions shall remain in full force and effect as originally written.

EXECUTED this the 19th day of July, 1993.

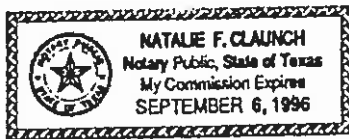
OWNER:

THE WOODLANDS CORPORATION

By: William A. Ross, Jr.
William A. Ross, Jr.
Vice President

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on July 19, 1993, by William A. Ross, Jr., Vice President of THE WOODLANDS CORPORATION, a Delaware corporation, on behalf of said corporation.



Natalie F. Claunch
Notary Public, State of 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 Official Public Records of Real Property of Galveston County Texas, on
JUL 26 1993

ECS/11/BAHEND2.PC6/07-14-93



Jessie S. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

▶ The Woodlands Corporation

FILED FOR RECORD
93 JUL 26 AM 11:04

Jessie S. Kirkendall
COUNTY CLERK
GALVESTON COUNTY, TEXAS

AMENDMENT TO CORRECTION RESTRICTIONS,
COVENANTS AND CONDITIONS FOR
LAFFITE'S COVE AT PIRATES BEACH

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

WHEREAS, pursuant to the provisions of that certain instrument entitled Correction Restrictions, Covenants and Conditions for Laffite's Cove at Pirates Beach ("Restrictions") dated August 3, 1992, filed for record under County Clerk's file No. 9230659, Film Code No. 008-35-0345 of Galveston County, Texas, certain restrictions, covenants and conditions were imposed upon all numbered lots in Pirates Cove, Section Six, a subdivision ("Subdivision") in Galveston County, Texas, according to the plats thereof recorded in Book 18, Pages 277-281 of the Map Records of Galveston County, Texas, as amended by Pirates Cove Section Six First Amending Plat recorded in Book 18, Pages 326-333 of the Map Records of Galveston County, Texas and Partial Replat of Pirates Cove Section Six First Amending Plat recorded in Book 18, Pages 366-367 of the Map Records of Galveston County, Texas.

WHEREAS, it is the desire of the undersigned owner of a majority of the lots in the aforementioned Subdivision to amend the Restrictions.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, THE WOODLANDS CORPORATION, a Delaware corporation, with its offices and principal place of business in The Woodlands, Montgomery County, Texas, acting herein by and through its duly authorized officers, the owner of a majority of the lots in the Subdivision, does hereby amend the Restrictions in the following particulars:

Paragraph 22 of the Restrictions entitled Special Laffite's Cove Maintenance Charge is hereby deleted in its entirety and the following Paragraph 22 is inserted in its stead:

"22. Special Laffite's Cove Maintenance Charge.
The owner of each lot within the Property, except as hereinafter provided, shall pay to the Developer a minimum annual maintenance charge ("Special Laffite's Cove Maintenance Charge") of \$250.00 per

year for the purpose of creating a fund to be known as the "Special Laffite's Cove Fund". Said Special Laffite's Cove Maintenance Charge may be increased from time to time by the Developer in an annual amount not to exceed 10% of the Special Laffite's Cove Maintenance Charge for the previous year up to a maximum charge of \$402.62 per year, if, in the sole discretion of Developer, such action is required to satisfy funding requirements for those expenses enumerated in paragraph 23 below. After said maximum charge of \$402.62 per lot has been reached, the Developer shall have the right, in its sole discretion, to increase the Special Laffite's Cove 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 preceding the year for which the assessment is being made. Should the U.S. Department of Labor, Bureau of Statistics cease to publish the Consumer Price Index - all Items, 1967 equals 100, the Developer 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 Special Laffite's Cove Maintenance Charge shall be due and payable annually, in advance, on or before the first day of July of each year, to the Developer at its offices in The Woodlands, Texas. The Special Laffite's Cove 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. It is expressly agreed that all unsold lots owned by Developer and its successors and assigns shall be excluded from payment of the Special Laffite's Cove Maintenance Charge. The sole and only obligation of Developer in connection with the purposes for which said Special Laffite's Cove Maintenance Charge has been created is to keep the grass and weeds mowed on all unsold lots. Notwithstanding the foregoing, Developer may, at its sole option, assume and agree to pay other expenditures for the benefit of owners or occupants of lots in the Subdivision."

Except as herein and heretofore changed and amended, all of the provisions contained in the Restrictions shall remain in full force and effect as originally written.

EXECUTED this the 1st day of June, 1993.

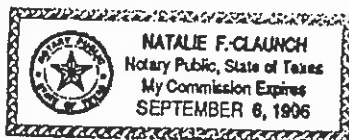
OWNER:

THE WOODLANDS CORPORATION

By: William A. Ross, Jr.
Name: William A. Ross, Jr.
Title: Vice President

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on June 1, 1993, by William A. Ross, Jr., Vice President of THE WOODLANDS CORPORATION, a Delaware corporation, on behalf of said corporation.



Natalie F. Claunch
Notary Public, State of Texas

MAILING ADDRESS OF GRANTEE
THE WOODLANDS CORPORATION
C/O MARY ROSE - Copy Alvin Stinson
2201 TIMBERLOCH
THE WOODLANDS, TX 77380

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

ECS/pl/BAMEND.PC6/05-26-93 FILED FOR RECORD

93 JUN -9 AM 10:51 -3-



JUN 9 1993
Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

Jessie B. Kirkendall
COUNTY CLERK
GALVESTON COUNTY, TEXAS

CORRECTION
RESTRICTIONS, COVENANTS
AND CONDITIONS

Laffite's Cove at Pirates Beach

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

WHEREAS, THE WOODLANDS CORPORATION, formerly doing business under the name MITCHELL/SOUTHWEST, ("Developer"), a Delaware Corporation, is the owner of the following described property situated in Galveston County, Texas, to-wit:

All numbered lots in Pirates Cove, Section Six, a subdivision in Galveston County, Texas, according to the Plat thereof recorded in Book 18, Pages 277-281, of the Map Records of Galveston County, Texas, as amended by Pirates Cove Section Six First Amending Plat recorded in Book 18, Pages 326-333, and Partial Replat of Pirates Cove Section Six First Amending Plat recorded in Book 18, Pages 366 - 367 of the Map Records in the Office of the County Clerk of Galveston County, Texas, commonly known as Laffite's Cove at Pirates Beach

all of the hereinabove described property, being hereinafter sometimes referred to as "Said Lots", "the Property", or "the Subdivision"; and,

WHEREAS, it is the desire of the Developer to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of Developer as well as future owners of the Property:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT The Woodlands Corporation, a Delaware corporation, with offices and principle place of business in The Woodlands, Montgomery 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 the Property, which shall constitute covenants running with the title to the land and shall inure to the benefit of Developer, its successors and assigns and to each and every purchaser of one or more lots in the Subdivision, their successors and assigns, and any one of said beneficiaries shall have the right to enforce these restrictions by any available legal process.

RESTRICTIONS, COVENANTS AND CONDITIONS

1. Land Use and Building Type. The Property shall be used for residential purposes only, and only one (1) detached, single-family dwelling shall be erected on any one lot. No commercial activity shall be conducted on or from any of Said Lots, except that a lot owner may from time to time rent his or her home to another for residential purposes. Notwithstanding anything contained herein to the contrary, until Developer, its successors or assigns has sold all the Property, any unsold lots may be used by Developer for the location and operation of a sales office.

2. Resubdivision. No lot may be resubdivided except between or among the owners of abutting lots 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 portions of two (2) lots, in which case both such lots shall be considered as one lot for building purposes. Irrespective of the foregoing provisions of this paragraph, the annual maintenance charge hereinafter set forth shall be and remain applicable

to all lots as originally shown on the recorded plat of the subdivision, recorded in the Office of the County Clerk of Galveston County, Texas ("Plat").

3. Architectural Control and Construction Time. No structure or improvement ("Improvement"), including, but not limited to, buildings, fences, walls, piers, docks, trash enclosures, driveways, curb cuts, culverts, decks, porches, patios, aerial antenna, satellite dish, swimming pools, playground equipment, and outdoor cooking or eating facility of a permanent nature, and any change in the grade of any lot of more than 6 inches shall be commenced, erected, or maintained upon any lot in the Subdivision, nor shall any exterior addition or change or alteration of the exterior be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee ("the Committee") composed of three (3) or more representatives from time to time appointed by Developer. The persons serving from time to time on the Committee may be removed, with or without cause, by Developer at such times and for such reasons as Developer may determine in the exercise of its sole discretion. In the event of the removal or resignation of one or more members of the Committee, the Developer shall promptly designate other persons to replace those who are removed.

Approval by the Committee shall be granted or withheld based upon conformity of the Improvement to both the general and specific intent of this instrument, adequacy of site dimensions, structural design, quality of materials, conformity and harmony of external design and location with neighboring structures and sites and relation of finished grades and elevations to neighboring sites, and such other relevant considerations as the Committee may, in the exercise of its sole discretion, determine to be of significance in such determination ("Committee Considerations"). Special dock design considerations will be required for the following lots: Block 1, Lots 40-42; Block 2, Lots 8, 9, 38-42, 58, 59, 66, 67 and 68; Block 6, Lots 5-10; and Block 10, Lot 35.

Each application made for architectural control approval shall be accompanied by the fee established by the Committee to defray expenses of the Committee and by complete plans and specifications of all proposed Improvements. The plans and specifications to be so submitted and approved shall include the following:

- a) A topographical plat showing existing contour grades and showing the location of all proposed Improvements. Existing and finished grades shall be shown at lot corners. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the lot contours of more than six (6) inches is contemplated.
- b) Exterior elevations.
- c) Exterior materials and colors.
- d) Structural design.
- e) Landscaping plan, including walkways, fences and walls (if permitted), elevation changes, watering systems, lighting, vegetation and ground cover.
- f) Parking area and driveway plan.
- g) Screening, including size, location and method.
- h) Utility connections

- i) Exterior illumination, if any, including location and method.
- j) Design and materials for construction of interconnect (including any culvert (size and type) or related facility) between driveways and any walkway, and the street or roadway.

If the plans and specifications are approved by the Committee, an approved application shall be issued authorizing construction of the proposed Improvements in accordance with the plans and specifications so approved. In the event the Committee fails to approve or disapprove the plans within forty-five (45) days after same have been submitted to it, approval will be presumed and this paragraph will be deemed to have been fully complied with.

Following approval of the plans and specifications and prior to commencement of construction, owner shall obtain a licensed land surveyor or professional engineer to survey the lot and mark the lot corners and the location of the proposed structure on the ground to insure it conforms to the site plan as approved. The Committee must approve the survey in writing prior to commencement of construction.

After the commencement of construction, the lot owner shall have a maximum of six (6) months to complete or cause to be completed the exterior construction unless the Committee approves a written request from the owner for an extension of such time limit. Exterior construction shall be deemed complete when the structure or structures have been completed in accordance with the approved plans, and when all construction materials and debris have been cleaned up and removed from the site.

Approval by the Committee shall not relieve the owner from the responsibility of complying with applicable public ordinances or regulations, and the approval is not, nor is it intended to be, an indication of compliance with any such ordinances or regulations.

Neither the Developer, the Committee nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by these restrictions, covenants and conditions, by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

The Committee shall have the right to promulgate and adopt rules and regulations necessary to implement these restrictions, covenants, and conditions, including but not limited to, an outline of minimum, acceptable construction standards and specifications. These rules and regulations may include submission requirements concerning the type of information, reports, plans and specifications and the like which need to be submitted with any application, payment of reasonable fees for processing or reviewing the application, it may also include guidelines governing the development of each lot, and building inspection procedures.

A member or agent of the Committee may enter on and inspect any lot and any Improvement thereon during regular business hours and following reasonable notice for the purpose of ascertaining whether such lot and the Improvements thereon are in compliance with these restrictions, covenants, and conditions. Neither the Developer, the Committee, nor the agent of any of them shall be deemed to have committed a trespass by reason of such entry for inspection, provided such inspection is carried out in accordance with the terms of this paragraph.

It shall be the responsibility of the lot owner during construction to remove in a timely manner all trash, lumber, and debris of any other description associated with such construction

so as to preserve a neat and orderly appearance to his or her lot, and, upon completion of construction, to completely remove all remaining construction debris from his or her lot. If, in the opinion of the Committee, a lot owner fails to remove such construction debris in a timely manner, the Committee shall have the option to cause such debris to be removed from the lot, and the cost of such work shall be charged to the lot owner and shall be payable to the Committee upon demand. Any amounts owing to the Committee hereunder shall be secured by the lien hereinafter mentioned in paragraph 24.

No exterior aerial antenna, satellite dish, flag pole, or other structure of any kind (except a chimney) shall project above the uppermost roof line of any structure on any lot in the Property.

The Committee shall have the power and the authority, to be exercised in its sole discretion, to authorize variances and exemptions from the terms and provisions of any of the restrictions, covenants, and requirements set forth in this paragraph as to any one or more lots. The rights, powers and duties reserved to Developer by this instrument and by this paragraph 3, shall remain in force and effect so long as the restrictions, covenants, and conditions, set forth herein shall be and remain in force and effect. The terms and provisions of this paragraph 3. may be enforced in the same manner as the other terms and provisions hereof are enforced pursuant to paragraph 31 hereof.

4. Dwelling Size. Only one (1) detached single-family dwelling may be erected on any lot in the Property and each such dwelling shall contain not less than 1600 square feet of living area; not less than 300 square feet of deck area; and not less than 100 square feet of garage or enclosed 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 the Committee.

(c) No round pilings shall be permitted, unless the pilings are concrete.

(d) 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 joist stringers must be of adequate size to carry floor joists without angle bracing from the pilings to the stringers.

(e) All houses and other structures must be kept in good repair, and painted or stained when necessary to preserve the attractiveness thereof.

(f) No house, building or structure shall be more than two (2) stories of living area in height. Open decking will be permitted above the second level provided it is no more than forty (40) feet above mean sea level and accessed by less than one hundred fifty (150) square feet of enclosed space. The open decking should also be less than forty percent (40%) of the square feet of the floor below. Notwithstanding anything contained herein, to the contrary, a house, building, or structure may be disapproved by the Committee because of excessive height, due to Committee Considerations described in paragraph 3. above.

(g) The minimum first floor elevation of a house must be at least in accordance with the requirements for insurance against storms and as required by the City of Galveston and County of Galveston, and any other governmental entity having jurisdiction.

(h) 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 and the Galveston County Health Department. No other sewage disposal system will be permitted in the Subdivision other than a central sewage system serving the Subdivision. 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 the Subdivision. Each lot owner will, at his or her expense, extend his residence connection line to an outside perimeter of the lot as designated by Developer or a utility district, as the case may be.

(i) All pilings must be sunk to a depth of a least ten (10') feet.

(j) Walls attached to structural or vertical pilings below the living area of the house must be of a break away nature and may not be permanently or structurally affixed to the pilings.

(k) Upon completion of a house each lot owner shall plant, and continually maintain on his or her lot at least four (4) healthy trees, two (2) of which ("Specific Trees") must be of the type, size, and at the locations set forth below. The Specified Trees must be planted at the two (2) corners of each lot adjacent to the street right-of-way, located one (1) foot inside the front lot line and eight (8) feet inside each side lot line. The particular type and size of the Specific Trees depends upon what street right-of-way the lot faces on to, and shall be as follows:

<u>Street Name</u>	<u>Type of Tree</u>	<u>Size</u>
Foremast Dr.	Sabal Palm (Sabal Florida)	10-20 foot, clear trunk, bear root
Cutwater Place	Live Oak (Quercus Virginiana)	2½ to 3 inch diameter 30 gallon
Eckert Drive	Sabal Palm (Sabal Florida)	10-20 foot, clear trunk, bear root
Jibstay Court	Live Oak (Quercus Virginiana)	2½ to 3 inch diameter 30 gallon
Moyenne Place	Live Oak (Quercus Virginiana)	2½ to 3 inch diameter 30 gallon
Lanyard Place	Live Oak (Quercus Virginiana)	2½ to 3 inch diameter 30 gallon
Windlass Circle	Sable Palm (Sabal Florida)	10-20 foot, clear trunk, bear root
Windlass Court	Live Oak (Quercus Virginiana)	2½ to 3 inch diameter 30 gallon
Binnacle Way	Sable Palm (Sabal Florida)	10-20 foot, clear trunk, bear root
Binnacle Court	Live Oak (Quercus Virginiana)	2½ to 3 inch diameter 30 gallon

Cove Lane	Live Oak	2½ to 3 inch diameter
	(Quercus Virginiana)	30 gallon

The other two (2) required trees must be a type of palm tree with a minimum height of ten (10) feet at the time of planting and may be located on the lot as determined by the lot owner. Any tree which is damaged or dies must be replaced in a timely manner with a new tree meeting the requirements of this paragraph 5.(k). Each lot owner also must install a concrete driveway extending to the street pavement.

(1) All construction must be in compliance with all laws, ordinances, rules and regulations of all government and municipal agencies having jurisdiction over construction of improvements on lots.

6. Location of Improvements. No portion of a building, including porch or roof overhang, stairs, and air conditioning units, shall be located closer to the front, side and rear lot lines than the building lines as shown on the Plat and if no rear or side building lines are indicated on the Plat, then no closer than twenty (20) feet to the bulkhead on the inland side; provided that cantilevered or overhanging improvements may be constructed to within fifteen (15) feet of said bulkhead so long as there are no peers, supports, or other ground level improvements within twenty (20) feet of the bulkhead, and six (6) feet to any side lot line. Above ground propane tanks, air conditioning units, and all other unsightly structures, facilities, or equipment must be screened from public view by planting or decorative fencing. 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 the Committee by reason of outstanding or unusual design. No fence shall be erected in the front building setback line and no rear yard fencing shall be higher than four (4) feet.

7. Electrical Distribution System. An electric distribution system will be installed in that part of the Subdivision, designated herein as -Underground Residential Subdivision, which -underground service area embraces all of the lots which are platted in the Subdivision. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. In the event that there are constructed within the -Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit or, in the case of a multiple dwelling unit structure, the owner/developer, shall, at his or her own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or 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. Developer has either by designation on the Plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned, and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the owner/developer, shall at his or its own cost, furnish, install,

own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed or will install the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the electric company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the owner of each affected lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by the electric company to be necessary.

8. Easements. Easements for the installation and maintenance of utilities, drainage facilities, roads and streets are granted and reserved as shown on the 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 themselves, 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. Developer reserves the right to grant (without the consent of any lot owner) such additional easements as may, in the opinion of Developer, be necessary to properly serve the Subdivision's requirements.

9. 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 or to a person of reasonable sensibilities.

10. Animals. Except as hereinafter provided, no animals, livestock, or poultry of any kind shall be kept, raised or bred on any lot in the Subdivision. Not more than two (2) dogs and/or cats may be kept on a lot, provided they are kept only for the use and pleasure of the owner and are not kept, bred or maintained for commercial purposes.

11. Drainage Structures. Drainage structures under private driveways shall be either of two types: (1) where the drainage ditch is of sufficient size to accommodate the culvert as described herein without causing the driveway to be elevated above the street level, drainage structures shall be buried underneath the private driveway, and 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); (2) where the drainage ditch is of insufficient size to accommodate the culvert above described, the drainage structure may be a dip in the private driveway that will allow the free flow of water over the driveway.

12. Condition of the Lot Surface. 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 a third party or parties on an individual contract basis. The owner or occupant of each lot shall at all times maintain his or her lot in a sanitary, healthful and attractive manner. No owner or occupant of any lot shall in any event use his or her 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 any of the above requirements, or in the event any garbage, trash, rubbish or refuse is allowed to remain on the individual owner's 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, Developer, (and the successors and assigns of Developer 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 Developer shall bill the owner or occupant for such work. The owner or occupant, as the case may be, agrees by purchase or occupancy of any lot in the Subdivision, to pay such statement within fifteen (15) days of receipt thereof.

13. Temporary Structures. No structure of a temporary character, including, but not limited to, trailers, tents, shacks, mobile homes, boats or motor vehicles of any type, shall ever be maintained or used on any lot at any time as a residence, either temporarily or permanently. Parking of automotive vehicles on road shoulders adjacent to lots is prohibited.

14. Excavation or Filling. The excavation or the removal of any soil from any lot is prohibited except where necessary in conjunction with landscaping or 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 Committee, the City of Galveston, and any other governmental agencies having jurisdiction thereof, if any.

15. 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 Committee. Developer or the Committee shall have the right to remove any such signs, advertisements, billboards or structures placed on any lot within the Subdivision without such consent, and in so doing shall not be liable for trespass or any damages in connection therewith or arising from such removal. Notwithstanding anything contained herein to the contrary, Developer reserves the right to construct and maintain such signs and advertising devices on the Property as is customary in connection with the general sale of property in the Subdivision.

16. Hunting. No hunting nor the discharge of firearms shall be permitted in, on, or from, any part of the Subdivision.

17. Treasures or Artifacts. Developer reserves a one-half (1/2) interest in all treasures and artifacts found on any lot within the Subdivision.

18. Docking and Mooring Facilities. No piers, docks or mooring facilities shall be installed, erected or maintained unless and until the plans and specifications for the same have been

approved in writing by the Committee. Furthermore, all boats operated, anchored or docked in any manner in any of said canals must be approved by the Committee as to appearance, size and the extent of motor noise in order that no unsightly, oversized or unusually loud boats will be allowed in any of said canals. No pier, dock or mooring facility may be installed, erected, or maintained on or adjacent to Lot 33, Block 10.

19. Covenants for Maintenance Charges. Each purchaser of any lot within the Property by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed in any such deed or other instrument of conveyance shall be deemed to covenant, and agree as a covenant running with the land, to pay to the Developer, its successors or assigns: a) the Regular Maintenance Charge (as specified in Paragraph 20 hereof and b) the Special Laffite's Cove Maintenance Charge (as specified in paragraph 22 hereof), both such maintenance charges to be fixed, established and collected as hereinafter provided. Each of the maintenance charges herein provided for shall be a charge and a continuing lien upon each lot, together with all improvements thereon, as hereinafter more particularly stated. Each maintenance charge, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of the lot at the time payment of the maintenance charge fell due, but no lot owner shall be personally liable for the payment of any maintenance charge made or becoming due and payable after his or her ownership ceases.

20. Regular Maintenance Charge. The owner of each lot within the Property, except as hereinafter provided, shall pay a minimum annual maintenance charge ("Regular Maintenance Charge") of \$60.00 per year for the purpose of creating a fund to be known as the "Maintenance Fund". Said Regular Maintenance Charge may be increased from time to time by the Committee in an annual amount not to exceed 10% of the Regular Maintenance Charge for the previous year, up to a maximum charge of \$72.00 a lot per year, if in the sole discretion of the Committee, such action is required to satisfy funding requirements for those expenses enumerated in paragraph 21 below. After said maximum charge of \$72.00 per lot has been reached, thereafter the Committee shall have the right, in its sole discretion, to increase the Regular 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 preceding the year for which the assessment is being made. Should the U.S. Department of Labor, Bureau of 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 Regular 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 offices in The Woodlands, Texas. The Regular 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. The Regular Maintenance Charges referred to herein, together with the lien securing payment of the same, is hereby transferred, assigned and conveyed to the Committee. It is expressly agreed that all unsold lots owned by Developer and its successors and assigns, shall be excluded from payment of the Regular Maintenance Charge. The sole and only obligation of Developer in connection with the purposes for which said Maintenance Fund has been created is to keep the grass and weeds mowed on all unsold lots. Notwithstanding the foregoing, Developer may, at its sole option, assume and agree to pay other expenditures for the benefit of owners or occupants of lots in the Subdivision.

Notwithstanding anything contained herein to the contrary, in the event either the public and/or private roads and/or streets in sections of Pirates Beach and Pirates Cove Subdivision (including, but not limited to, access roads) are damaged by hurricane, flood,

storm or other act of nature, and the City or County of Galveston does not satisfactorily repair such roads, the Regular 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 Regular 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 Developer, 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 Regular 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 Regular Maintenance Charge as herein provided.

66

21. Purpose of the Maintenance Fund. All sums accruing to such Maintenance Fund shall be applied, so far as sufficient, towards the payment of maintenance expenses, of all sections of Pirates Beach and Pirates Cove Subdivision, including, but not limited to, the following: lighting, sidewalks and dunes and dune crossover walkways, if any, paths, public and/or private roads and/or streets (including, but not limited to, access roads), public canals, boat launching facilities, parks, security, playgrounds, Gulf and Bay lot owner facilities, esplanades, collecting and disposing of garbage, trash, and rubbish from common areas, and doing other things necessary or desirable in the opinion of the Committee to keep the Property neat and in good order, or which the Committee considers of a general benefit to the owners or occupants of lots in the Sections of Pirates Beach and Pirates Cove Subdivision. In this connection, it is understood that the judgment of the Committee in the expenditures of the Maintenance Fund shall be final so long as such judgment is exercised in good faith. It is further understood and agreed that the Committee shall have the right to commingle the sums comprising the Maintenance Fund with sums comprising other Maintenance Funds in other Sections of the Pirates Beach and Pirates Cove Subdivision and to expend portions of the Maintenance Fund for the purposes herein specified for the benefit of other Sections of the Pirates Beach and Pirates Cove Subdivision.

250

22. Special Laffite's Cove Maintenance Charge. The owner of each lot within the Property shall pay to the Developer a minimum annual maintenance charge ("Special Laffite's Cove Maintenance Charge"), of \$250.00 per year for the purpose of creating a fund to be known as a "Special Laffite's Cove Fund". Said Special Laffite's Cove Maintenance Charge may be increased from time to time by the Developer if in the sole discretion of the Developer, such action is required to satisfy funding requirements for those expenses enumerated in paragraph 23 below. Said Special Laffite's Cove Maintenance Charge shall be due and payable annually in advance on or before the first day of July of each year to the Developer at its offices in The Woodlands, Texas. The Special Laffite's Cove 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.

23. Purpose of Special Laffite's Cove Fund. All sums accruing to the Special Laffite's Cove Fund shall be used for the purposes of landscaping the common areas within the Property and doing other things necessary or desirable in the opinion of the Developer to keep the Property neat and in good order, or which the Developer considers of a general benefit to the owners or occupants of lots in the Property, including, but not limited to security specifically designed for the Property. In this connection, it is understood that the judgment of the Developer in the expenditures of the Special Laffite's Cove Fund shall be final so long as such judgment is exercised in good faith. It is further understood and agreed that this fund shall not be commingled with the sums comprising the Maintenance Fund.

24. Liens to Secure Maintenance Charges. The Regular Maintenance Charge and the Special Laffite's Cove Maintenance Charge as hereinabove provided for, shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each lot and all improvements thereon, for the benefit of the Developer, its successors or assigns, and all lot owners, such liens to be enforceable by such beneficiary through the appropriate means at law.

25. Subordination of Liens. All liens established by this instrument are hereby specifically made 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 to such owner its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien.

26. Relationship of Maintenance Fund Lien, Special Laffite's Cove Lien and Laffite's Cove at Pirates Beach Lien. The Maintenance Fund Lien, Special Laffite's Cove Lien, and the Laffite's Cove at Pirates Beach Lien shall be ranked as pari passu, with none of the liens being superior or subordinate to the other regardless of the priority of its recordation. The Laffite's Cove at Pirates Beach Lien shall mean the lien securing assessments and other costs provided for in the Declaration of Covenants for Laffite's Cove at Pirates Beach Canals and Nature Preserves recorded under County Clerk's File No. 9226208 of the Real Property Records of Galveston, Texas ("Section 6 Declaration"). In the event of a default in the obligations secured by any of such liens and the institution of proceedings to foreclose liens by the beneficiary thereof, the beneficiary instituting foreclosure proceedings shall provide written notice thereof to the beneficiary of the other liens, and, if there is then a default in any of the obligations secured by any of such liens, the proceeds of a foreclosure sale shall be applied as follows:

- (a) First, to the expenses incurred in connection with the foreclosure sale;
- (b) Second, in equal amounts to the beneficiary of each lien in which there is a default until all obligations secured by any of liens have been paid in full;
- (c) Third, 100% to the beneficiary of the lien securing any obligations remaining unpaid; and
- (d) Fourth, to the obligor(s) their heirs, personal representatives, successors or assigns.

Such foreclosure proceedings shall not in any manner alter, affect or diminish the rights of the beneficiary of any of such liens to bring an action at law against the persons liable for the obligations secured thereby. Likewise, such foreclosure proceedings and any sale or transfer thereunder shall not in any manner alter, affect or diminish the Laffite's Cove at Pirates Beach Lien, the Maintenance Fund Lien, and Special Laffite's Cove Lien as to any future assessments or other obligations secured thereby.

27. Terms of Maintenance Fund and Special Laffite's Cove Fund. The above described maintenance charges will remain in

effect for the full term (and extended term or terms, if applicable) of the within restrictions, covenants, and conditions.

28. Membership in Galveston Country Club. Each owner of one or more lots in the Subdivision shall, simultaneously upon the closing of the purchase of such lot or lots, make application for Membership in the Galveston Country Club on a form to be provided by said Club. If accepted for membership, the lot owner shall maintain such membership in an active status and shall timely pay all dues, charges and fees as may be established by the Galveston Country Club for Membership from time to time, during the period of ownership of a lot in the Subdivision, and shall comply with (and such membership shall be subject to) all rules, regulations and By-Laws promulgated by the Club as they may be amended from time to time. The obligation herein contained shall be a covenant running with the land and shall be binding upon the heirs, successors and assigns of the owner. Payment of such dues and fees shall be secured by a lien as provided in paragraph 24.

29. Use of Recreational Facilities. Lot owners in all sections of Pirates Beach and Pirates Cove Subdivision shall have the use of the combined recreational facilities within said subdivisions.

30. Reservation of Landscape Easement. There is hereby reserved for Developer, its successor and assigns an easement forty (40) feet wide running within, along, and adjacent to the entire rear lot line of Lots 44-53, both inclusive, Block 10. This easement shall be for the establishment, construction, location, operation, maintenance, repair, replacement and restoration of a landscaped area. Developer, or its successors and assigns, acting by and through its agents or employees shall have the right to enter upon the easement area hereby reserved, at all times, for the purpose of constructing, operating, and maintaining landscaping across, on and through the easement area, and to do any and all things necessary, useful, convenient or incidental to or in connection therewith, including, but not limited to, the right of constructing, operating, maintaining, repairing, and replacing irrigation equipment, berms, trees, shrubs, flowers, and other plantings thereon.

31. Terms and Enforcement. The restrictions, covenants, and conditions set forth in this instrument shall be deemed to run with all or any portion of the Property, and shall be a burden and benefit to Developer, its successors and assigns, and any grantees, successors, heirs, executors, administrators or assigns, and shall run with the land and shall be binding upon all parties and persons claiming under Developer until December 31, 2012, at which time these covenants shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the majority of the then owners of lots within the Property has been duly executed and acknowledged, changing said covenants, restrictions and conditions, in whole or in part, and filed for record in Galveston County, Texas. Enforcement of these restrictions, covenants, and conditions, including specifically but not limited to, the terms and provisions of paragraph 3. hereof, may be had by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory. It shall not be a prerequisite to the granting of any such injunction that there be an inadequate remedy at law, or that there be any showing of irreparable harm or damage if such injunction is not granted. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof. Such enforcement may be by the owner of any lot within the Property, by Developer, or by any association of owners of lots in Pirates Beach and Pirates Cove Subdivisions, as provided by law. Failure by any person or persons to enforce any restriction, covenant or condition herein contained, or acquiescence in any violation hereof, shall not be deemed the

waiver of the right to enforce against the violator or others the provisions so violated or any other provision.

32. Property Owner's Association. Developer shall have the right, but not the duty, to create or cause to be created at any time within the duration of these restrictions one or more property owners' associations, each incorporated as a Texas nonprofit corporation. Every person or entity who is a record owner of a lot within the Subdivision shall be a member of each property owners' association created. Lot ownership shall be the sole qualification for membership, and membership shall be appurtenant to and may not be separated from lot ownership. Members shall be entitled to one (1) vote in each property owners' association for each lot owned. Developer shall have the right, but not the duty, and at its sole discretion, to transfer or sell the recreational facilities it owns, if any, and any or all reserves it owns within the Subdivision, to any property owners' association it forms. Also Developer may transfer its responsibilities under these restrictions, covenants, and conditions, to any property owners' associations it forms, including, but not limited to, the responsibility for collection and disbursement of the Maintenance Fund, responsibility for collection and disbursement of the Special Laffite's Cove Fund, responsibility for enforcing the Maintenance Fund Lien and Special Laffite's Cove Lien and the responsibilities for architectural control set out in paragraph 3. hereof.

33. Annexation. Additional land in Pirates Cove Section Six, a subdivision in Galveston County, Texas according to the map or plat thereof, recorded in Book 18, Pages 277-181 of the Map Records in the Office of the County Clerk of Galveston County, Texas, as amended by Pirates Cove Section Six First Amending Plat recorded in Book 18, Pages 326-333 and Partial Replat of Pirates Cove Section Six First Amending Plat recorded in Book 18, Pages 366-367 of the Map Records in the Office of the County Clerk of Galveston, Texas, owned by Developer, its successors or assigns, may be added or annexed to the Property and made subject to the terms hereof by the Developer, its successors or assigns, without the consent of owners at any time or from time to time by the recording of an instrument expressly stating an intention to so annex such additional land. Such additional land which may be added or annexed shall become subject to the Regular Maintenance Charge and Special Laffite's Cove Maintenance Charge.

34. Prior Covenants. These restrictions, covenants and conditions are expressly made subject to the Section 6 Declaration. In the event of any conflict between these restrictions, covenants, and conditions of the Section 6 Declaration, the Section 6 Declaration will control.

35. Responsibility of Developer. It is expressly understood and agreed that Developer 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 Developer is reasonably assured that said civic club or similar organization is able to function for the benefit of all owners of lots in the Subdivision.

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

37. Amendments of These Restrictions, Covenants, and Conditions. Any part or all of these restrictions, covenants, and conditions may be amended, from time to time by an instrument duly executed and acknowledged and recorded in the office of the County Clerk of Galveston County, Texas, signed by the owners of a majority of the lots in the Subdivision, provided that only one vote shall be allowed for each lot in the Subdivision, regardless of

whether more than one person owns a lot, and provided, further that when one person or Developer owns more than one lot, he or it shall be entitled to one vote for each lot owned.

38. 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.

This instrument is a correction instrument given in lieu of and as a substitute for that certain instrument dated July 2, 1992, filed for record under County Clerk's File No. 9226209 of the Real Property Records in order to correct clerical errors in paragraph 5(k) and in paragraph 30, Reservation of Landscape Easement, and this instrument is made in order to correct said mistakes and in all other respects confirming the former instrument.

WITNESS the execution hereof this the 3rd day of August, 1992.

THE WOODLANDS CORPORATION

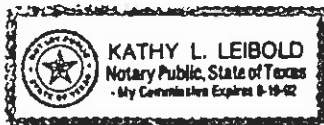
By: [Signature]
Name: J. L. Rogers
Title: Senior Vice President

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on Aug. 3, 1992 by J. L. ROGERS, Senior Vice President of THE WOODLANDS CORPORATION, a Delaware corporation on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of August, 1992.

[Signature]
Notary Public, State of Texas



RETURN TO:
THE WOODLANDS CORPORATION
ATTN: MARY ROSE
P.O. BOX 4000
THE WOODLANDS, TX 77380

FILED FOR RECORD
92 AUG -6 AM 11:19

[Signature]
COUNTY CLERK
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 Official Public Records of Real Property of Galveston County Texas, on

AUG 6 1992



[Signature]
COUNTY CLERK
GALVESTON CO., TEXAS

9226208

008-29-0424

DECLARATION OF COVENANTS
FOR
LAFFITE'S COVE AT PIRATES' BEACH
CANALS AND NATURE PRESERVES

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

THIS DECLARATION OF COVENANTS ("Declaration") has been executed by THE WOODLANDS CORPORATION, a Delaware corporation ("Declarant"), this 2nd day of July, 1992.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property located in Galveston County, Texas, and being more particularly described as follows, to wit:

191.42 acres of land, being all of the lands in Pirates' Cove, Section 6, a subdivision in Galveston County, Texas, according to the plat thereof recorded in Book 18, Pages 277-281, of the Map Records in the Office of the County Clerk of Galveston County, Texas, as amended by First Amending Plat recorded in Book 18, Pages 326-333, and Partial Replat recorded in Book 18, Pages 366-367, of the Map Records in the Office of the County Clerk of Galveston County, Texas (the "Property"),

also known as Laffite's Cove at Pirates' Beach; and

WHEREAS, Declarant desires to establish a uniform plan for: (i) the maintenance of canals to be located on the Property; (ii) the preservation, maintenance and management of certain of the reserves located on the Property; and (iii) the protection of trees located on the Property; and

WHEREAS, Declarant has created Laffite's Cove at Pirates' Beach Nature Society ("Society"), a Texas non-profit corporation, which shall be delegated and assigned the powers of maintaining the canals, operating and managing the reserves hereinbelow designated, administering and enforcing the covenants and restrictions of this Declaration, and collecting and disbursing the assessments and charges made pursuant to this Declaration;

NOW, THEREFORE, Declarant, acting herein by and through its duly authorized officers, does hereby adopt, establish, and impose the following covenants, conditions, restrictions, charges, and easements upon the Property, which shall constitute covenants running with the title to the land and shall inure to the benefit of Declarant, its successors and assigns, the Owners (as herein-

after defined), and the Society, and any one of said beneficiaries shall have the right to enforce these restrictions by any available legal process.

ARTICLE I

DEFINITIONS

1.01. "Board of Directors" and "Board" shall mean the board of directors of the Society.

1.02. "Bulkhead" shall mean the bulkhead to be constructed and maintained on each Canal Lot in accordance with the Permit.

1.03. "Canal Area" shall mean that portion of the Property comprised of the Flowage Easement, Reserve O, Reserve P, and that portion of Reserve M designated as "Channel" in the Permit.

1.04. "Canal Frontage Property" shall mean all portions of the Property adjacent to Reserve M, Reserve O and/or Reserve P.

1.05. "Canals" shall mean the navigable waterways to be excavated, constructed and maintained within the Canal Area.

1.07. "Declarant" shall mean The Woodlands Corporation, a Delaware corporation (successor by merger to Mitchell Development corporation of the Southwest), and its successors and assigns as the Declarant under this Declaration.

1.08. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions.

1.09. "Flowage Easement" shall mean the 30-foot flowage easement upon, over and across each Canal Lot, and upon, over and across that portion of Reserve E, as shown on the Plat.

1.10. "Lien Notice" shall mean the written notice given by the Society pursuant to Section 7.06 hereof, such notice setting forth details regarding an assessment unpaid by an Owner.

1.11. "Lot" shall mean all numbered lots in Laffite's Cove at Pirates' Beach, as shown on the Plat, and any additional lots created by replat of any Reserve or portion thereof as residential lots.

1.12. "Member" shall mean each Owner.

1.13. "Mortgage" shall mean any mortgage, deed of trust, sale-leaseback, sale repurchase, or other bona fide financing transaction. "Mortgagee" shall mean and refer to the holder and owner of a Mortgage.

1.14. "Nature Preserves" shall mean Reserves D, E, F, I, and J.

1.15. "Notice of Ownership" shall mean the written notice filed with the Society upon the transfer or conveyance of any portion of the Property.

1.16. "Owner" shall mean the record owner, whether one or more Persons, of the fee simple title to each Lot and to each Reserve (excluding trustees under deeds of trust, Mortgagees, and all other holding title merely as security for the performance of an obligation). In the event any Lot or Reserve is jointly owned by two or more Persons, then each shall be fully liable hereunder as an Owner.

1.17. "Participating Reserves" shall mean Reserves A, B, G, H and L.

1.18. "Party Wall" shall mean the Bulkhead at the location of each boundary line between each Lot and/or Reserve comprising the Canal Frontage Property.

1.19. "Permit" shall mean the Department of the Army Permit No. 17800, dated August 9, 1990, issued by the U. S. Army Corps of Engineers to Mitchell Development corporation of the Southwest, a copy of which is attached hereto as Exhibit "A", incorporated herein by reference and made a part hereof for all purposes.

1.20. "Person" shall mean and refer to one or more individuals, corporations, partnerships, organizations, or other entities.

1.21. "Pirates' Beach and Cove Maintenance Fund Liens" shall mean the liens securing payment of maintenance charges assessed against the Lots for the Pirates' Beach and Cove Maintenance Fund and for the additional maintenance fund for Laffite's Cove at Pirate's Beach, to be established, imposed and created pursuant to additional covenants and restrictions to be imposed upon the Lots pursuant to Section 14.01 hereof.

1.22. "Laffite's Cove at Pirates' Beach Lien" shall mean the lien securing payment of assessments and other costs provided for in this Declaration, as established, imposed and created pursuant to Section 7.01 hereof.

1.23. "Plat" shall mean the subdivision plat of Pirates' Cove at Pirates' Beach, recorded in Book 18, Pages 277-281, of the Plat Records in the Office of the County Clerk of Galveston County, Texas, as amended by First Amending Plat recorded in Book 18, Pages 326-333, and Partial Replat recorded in Book 18, Pages 366-367, of the Map Records in the Office of the County Clerk of Galveston County, Texas.

1.24. "Property" shall mean the real property more particularly described above.

1.25. "Reserve" shall mean an area designated as a Reserve on the Plat.

1.26. "Society" shall mean Laffite's Cove at Pirates' Beach Nature Society, a Texas non-profit corporation.

ARTICLE II

COMPLIANCE; ENFORCEABILITY

2.01. Compliance with Provisions of Declaration. Each Owner shall comply strictly with the provisions of this Declaration as the same may be amended from time to time. Failure to comply with any of the Declaration's provisions shall constitute a violation of this Declaration and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Declarant, the Board of Directors on behalf of the Society, or by an aggrieved Owner.

2.02. No Warranty of Enforceability. While Declarant has no reason to believe that any of the sections, terms, or provisions in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such sections, terms, or provisions. Any Owner acquiring a portion of the Property in reliance on one or more of such sections, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring a portion of the Property, agrees to hold Declarant harmless therefrom.

ARTICLE III

CANALS

3.01. Construction of Canals. Declarant shall cause the Canals to be constructed in compliance with all applicable governmental rules and regulations including, but not limited to, the terms and provisions of the Permit. Upon completion of construction, the Society shall thereafter be responsible for the maintenance of the Canals in accordance with the terms and provisions hereof. Declarant shall transfer, assign and convey to the Society Reserve O, Reserve P and that portion of Reserve M designated as "Channel" in the Permit. The Flowage Easement has been reserved and retained for the benefit of both Declarant and the Society pursuant to Article 13 below.

3.02. Maintenance of Canals. The Society shall maintain the Canals in a neat, orderly and attractive appearance, and shall maintain the water quality within the Canals sufficient to meet all applicable federal, state and local water quality criteria, including, without limitation, the Permit. The Society shall cause all man-made and natural debris to be removed from the Canals and water circulation structures connecting the Canals, at weekly intervals. At such time as the Canals are transferred to the Society by Declarant, the Society shall thereafter assume and be responsible for the water quality monitoring required by the Permit.

3.03 Canal Area Use Restrictions. The Canal Area shall be used solely and exclusively for the construction, operation and maintenance of navigable waterways to provide ingress and egress to and from Eckert Bayou and West Bay for all properties comprising Laffite's Cove at Pirates' Beach, as shown on the Plat; provided, however, nothing contained herein shall in any manner alter, affect or diminish the rights of the Owners of portions of the Property adjacent to the Canals to construct, operate and maintain within the Canals bulkheads, wharves, piers, boat docks and boat houses, subject to the terms and conditions of the Permit including, but not limited to, maintenance of a minimum channel width of 80 feet as required by Exhibit C, Sheet 4 of the Permit, and all other applicable laws, rules and regulations, and to otherwise exercise and enjoy any and all other rights and privileges appurtenant to their property as riparian or littoral owners.

ARTICLE IV

NATURE PRESERVES

4.01 Management. The Nature Preserves shall be administered, operated and managed by the Society in accordance with the terms and provisions of this Declaration and the Permit. The Board of Directors shall develop a plan to govern the management of the Nature Preserves in compliance with the archeological and environmental requirements of the Permit.

4.02 Use Restrictions. (a) The Nature Preserves shall be used solely and exclusively for passive, restricted-access open space, and for no other purpose. Without limiting the generality of the foregoing, no portion of the Nature Preserves shall be used for any purpose or activity other than:

(1) Bird watching;

(2) Re-interment of pre-historic native American remains removed from other parts of the Property, subject to approval by the Society and all governmental agencies having jurisdiction thereof; and

(3) Limited maintenance activity by the Society in accordance with the terms of this Declaration.

(b) The existing natural vegetation shall be preserved, and no cutting of live trees or vegetation of any type shall be permitted; provided, however, the Society shall be permitted to conduct limited pruning, mowing, or related maintenance activities which the Society, in its reasonable judgment, deems necessary or advisable to maintain or enhance the existing natural vegetation and natural fresh water swales.

(c) No clearing, paving or construction of improvements of any type or character shall be permitted within the Nature Preserves, except as follows:

- (i) the Society shall have the right to construct and maintain fences, signs, gates, barriers or other control devices which the Society, in its reasonable judgment, deems necessary to restrict access to the Nature Preserves as provided in Section 4.03 below; and
- (ii) the Society shall have the right to construct and install pedestrian walkways, benches and interpretive exhibit signs.

All such improvements must comply with the plan approved by the U. S. Army Corps of Engineers pursuant to Additional Note 12 of Exhibit N of the Permit.

(d) No hunting, discharge or display of fireworks, or any other activity which is detrimental to or inconsistent with the natural habitat of the Nature Preserves, shall be permitted within the Nature Preserves.

4.03 Limited Access. The Society shall operate and administer the Nature Preserves in a manner that will preserve the existing natural environment and wildlife habitat. Access shall be limited to pedestrian traffic only, and no motorized vehicles of any type shall be permitted within the Nature Preserves, except for limited maintenance operations permitted by this Declaration. The Society shall adopt and enforce rules and regulations regarding the number of Persons that will be allowed access to the Nature Preserves at any one time.

4.04 Weirs. Declarant shall construct the weirs in Reserve D and Reserve E, in accordance with the Permit. After completion of construction, the Society shall at all times operate and maintain these weirs in a manner that will preserve and maintain the existing fresh water swales in their natural state.

ARTICLE V

TREE PRESERVATION

5.01 Enhancement of Existing Oak Mott. Declarant shall plant within the area designated on the Permit approximately sixteen 3-inch caliper oak trees at 40-foot centers. The Society shall care for and maintain these newly planted trees in accordance with good landscaping practices for a period of five (5) years after planting.

ARTICLE VI

THE SOCIETY

6.01. Governing Provision. The Society shall be governed by its articles of incorporation and bylaws which shall be consistent with the terms and conditions of this Declaration, and this Declaration shall rule over any inconsistencies between the Declaration and the articles of incorporation and bylaws. In connection with the execution of the Society's duties and responsibilities, the Society may provide for capital reserves, employ

employees, engage professional Persons, engage professional management to assist in the operation of the Society, and borrow funds as it deems prudent and necessary to run the affairs of the Society.

6.02. Purposes. The purpose of the Society shall be to own and maintain the Canals, to operate, manage and administer the Nature Preserves and to carry out its duties and responsibilities under this Declaration.

6.03. Members. All Owners shall, upon becoming Owners, automatically become Members of the Society. Membership in the Society shall be appurtenant to and may not be severed from record title to a Lot or Reserve. Ownership of a Lot or Reserve shall be the sole qualification for membership in the Society. Each Lot and each Reserve shall be entitled to one (1) vote. In the event any Lot or Reserve is jointly owned by two or more Persons, the Persons jointly owning such Lot or Reserve shall be entitled to only one vote for such Lot or Reserve. Unless otherwise stated in this Declaration, all decisions and acts of the Members shall be determined by a majority of the votes of the Members represented at a Member meeting. Members entitled to vote may give a written proxy to any other Member entitling such Member to cast votes by proxy. The membership books will be closed and adjustments in each Member's voting rights will be made on the above basis by the Board of Directors sixty (60) days prior to each annual meeting of the Members. The Society may suspend the voting rights of any Member for any period during which the assessment against the Member's Lot or Reserve remains unpaid for a consecutive sixty (60) day period. Members shall pay assessments to cover the costs of operating the Society, which operation shall include the execution of the duties and responsibilities granted to the Society by this Declaration.

6.04. Board of Directors. (a) The Board of Directors shall consist of seven directors who shall be appointed or elected as follows:

- (1) The Members shall elect four (4) directors, being Director Positions 1 through 4; and
- (2) The remaining three (3) directors, being Director Positions 5 through 7, shall be a marine scientist, an avian biologist and a naturalist, and shall be appointed by the directors then holding Director Positions 5 through 7 at the time a vacancy occurs.

(b) The terms of all directors shall be three (3) years, except for the initial directors named in the Articles of Incorporation of the Society, whose terms shall be as follows:

- (1) The initial directors holding Director Positions 1 and 5 shall serve for a term of one (1) year;
- (2) The initial directors holding Director Positions 2 and 6 shall serve for a term of two (2) years; and

- (3) The initial directors holding Director Positions 3, 4 and 7 shall serve for a term of three (3) years.

(c) A quorum of the Board of Directors shall consist of a majority of the directors appointed or elected. Unless otherwise stated in this Declaration, all decisions and acts of the Board of Directors shall be determined by a majority of the members of the Board of Directors voting. Should any director resign, be removed or otherwise be unable to fulfill his full term of office, a replacement director for the remainder of the unexpired term shall be selected as follows:

- (1) If the vacancy is for Director Position 1 through 4, the interim director shall be appointed by a majority of the directors remaining in Director Positions 1 through 4; and
- (2) If the vacancy is in Director Positions 5 through 7, the interim director shall be appointed by the directors remaining in Director Positions 5 through 7.

(d) Compensation of Directors shall be determined by resolution adopted by the Board from time to time.

(e) All Directors elected or appointed to Director Positions 1 through 4 shall be Owners or the duly authorized representative of an Owner that is a corporation, partnership, organization or other entity.

ARTICLE VII

COVENANT FOR ASSESSMENTS

7.01. Creation of the Laffite's Cove at Pirates' Beach Lien and Personal Obligation of Assessments. Declarant, for all of the Lots and Participating Reserves, hereby covenants and agrees, and each Owner, by acceptance of a deed or other instrument of conveyance to any Lot or Participating Reserve, whether or not it shall be so expressed in any such deed or other instrument of conveyance, is deemed to covenant and agree, to pay to the Society:

(a) Annual assessments or charges for the obtaining of funds to operate the Society; and

(b) Special assessments to be fixed, established, and collected from time to time as provided below.

The annual assessments and special assessments, together with such interest thereon and costs of collections as hereinafter provided and all other amounts for which an Owner can become liable hereunder, shall be a charge on the land and shall be a continuing lien upon the Lot or Participating Reserve against which each such assessment is made. Each such assessment or cost, together with such interest, collection costs, and reasonable attorneys' fees,

shall also be the personal obligation of the Owner of such Lot or Participating Reserve at the time when the assessment fell due. A suit to recover a money judgment (together with reasonable attorneys' fees and costs as aforesaid) for unpaid assessments or costs may be maintainable without filing or foreclosing a lien securing the same.

225.08
 AFURE
 SOCIETY

7.02. Purpose of Annual Assessments. Annual assessments shall be levied by the Board of Directors and be used for the purposes of: (i) maintaining the Canals; (ii) operating, administering and preserving the Nature Preserves; (iii) enforcement of this Declaration; and (iv) for any other purpose of the Society consistent with this Declaration. The cost for these purposes shall include: all public liability and hazard insurance premiums, costs of personnel, contractors, supplies and equipment; costs of monitoring, testing and reporting; costs of artificial aeration of the Canals; and all other costs and expenses necessary for the purposes hereof. The cost for these purposes shall also include, without limitation, any accounting costs, attorneys' fees, court costs, and similar administrative, management, or overhead expenses necessary to fulfill the purposes hereof, the operation of the Society, and the administration and enforcement of the provisions of this Declaration. The assessments imposed by the Society may include an adequate reserve fund for periodic maintenance, repairs, and replacements.

7.03. Special Assessments. In addition to the annual assessments authorized above, the Society may, subject to the notice provisions below, levy in any assessment year, a special assessment applicable to that year only, for the purpose of (a) defraying, in whole or in part, the cost of repairing, restoring or replacing the Canals (excluding the bulkheading and any other structures constructed by an Owner within the Canals, which shall remain the responsibility of such Owner) if the Canals or portions thereof are damaged or destroyed by hurricane, storm or other sudden catastrophe; and/or (b) implementing the contingency plan to provide for artificial aeration of the Canals pursuant to Exhibit "N", item 10 of the Permit. Any such special assessment may be adopted only at a special meeting of the Board of Directors, written notice of which shall be sent to all Members not less than twenty-five (25) days nor more than sixty (60) days in advance, with the specific purpose of the proposed special assessment being set forth therein.

7.04. Rate of Assessment. Both annual and special assessments shall be assessed against the Lots and the Participating Reserves in the following percentages, with the percentage allocated to the Lots being assessed uniformly against all Lots:

(a)	Lots -	88.5%
(b)	Reserve A -	3.5%
(c)	Reserve B -	3.1%
(d)	Reserve G -	2.0%
(e)	Reserve H -	1.6%
(f)	Reserve L -	1.3%
		100%

The percentage of the assessment allocated to each of the above listed Participating Reserves is based on the number of linear feet of Canal frontage included within each such Participating Reserve. If any such Participating Reserve, or portion thereof, is subsequently subdivided and platted as Lots, the percentage of the assessments allocated to such Participating Reserve shall be reduced pro rata based on the remaining number of linear feet of Canal frontage in such Participating Reserve, the percentage of the assessments allocated to the Lots shall be increased by the amount of such reduction, and the additional Lots created out of such Participating Reserve shall be assessed uniformly with the remainder of the Lots. The Society shall make assessments based on its reasonable estimate of the Society's costs and expenses to be incurred over the annual assessment period to be assessed. If such assessment is less than or exceeds the actual costs and expenses incurred, then such deficit or excess will be debited or credited against the assessment levied for the following annual assessment period. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period. The annual assessment period shall be from January 1 to December 31 of any given year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates for such assessments shall be established by the Board of Directors.

7.05. Remedies of the Society in the Event of Default. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear penalty and interest from the date of delinquency at the rate then imposed by Galveston County for delinquent real estate taxes. The Board of Directors in its discretion may also:

(a) Accelerate the required payment date of the entire remaining annual assessment;

(b) Bring an action at law against the Owner or Owners personally obligated to pay the same, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such judgment;

(c) File a Lien Notice against the Lot or Participating Reserve for such delinquent assessment as provided herein in this Article. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of its portion of the Property; and/or

(d) Institute foreclosure proceedings of the lien securing payment thereof.

7.06. Lien Notice. To evidence its lien, the Society may prepare a written Lien Notice setting forth the amount of such unpaid assessment, the name of the Owner or the reputed Owner of the Lot or Participating Reserve, and a legal description of such Lot or Participating Reserve. The Lien Notice shall be signed by

an officer of the Society and shall be recorded among the Real Property Records of Galveston County, Texas, after having been mailed not less than ten (10) days prior to such recording to the Owner or reputed Owner of the Lot or Participating Reserve in default. Any such lien may be enforced by the foreclosure upon the Lot or Participating Reserve with respect to which the assessment has not been paid, in like manner as a lien on real property is foreclosed under the laws of the State of Texas. In any such foreclosure, the Owner or Owners of the Lot or Participating Reserve which is being foreclosed shall be required to pay the cost, expenses, and reasonable attorneys' fees in connection with the preparation and filing of the Lien Notice as provided herein and all costs and reasonable attorneys' fees incurred in connection with the foreclosure. The Society, Declarant, and any Owner shall have the power to bid on the Lot or Participating Reserve being foreclosed upon. At least sixty (60) days prior to any such foreclosure, the Society shall notify any Mortgagee with a prior lien on the portion of the Property being foreclosed of such foreclosure if such Mortgagee has furnished its address in writing to the Society.

7.07. Relationship of Laffite's Cove at Pirates' Beach Lien and Pirates' Beach and Cove Maintenance Fund Liens. The Laffite's Cove at Pirates' Beach Lien and the Pirates' Beach and Cove Maintenance Fund Liens shall be ranked as pari passu, with neither lien being superior or subordinate to the other regardless of the priority of their recordation. In the event of a default in the obligations secured by either such lien and the institution of proceedings to foreclosure either of such liens by the beneficiary thereof, the beneficiary instituting foreclosure proceedings shall provide written notice thereof to the beneficiary of the other lien, and, if there is then a default in each of the obligations secured by each of such liens, the proceeds of a foreclosure sale shall be applied as follows:

- (a) First, to the expenses incurred in connection with the foreclosure sale;
- (b) Second, in equal amounts to the beneficiary of each such lien until all obligations secured by either of such liens have been paid in full;
- (c) Third, 100% to the beneficiary of the lien securing any obligations remaining unpaid; and
- (d) Fourth, to the obligor(s), their heirs, personal representatives, successors or assigns.

Such foreclosure proceedings shall not in any manner alter, affect or diminish the rights of the beneficiary of either of such liens to bring an action at law against the persons liable for the obligations secured thereby. Likewise, such foreclosure proceedings and any sale or transfer thereunder shall not in any manner alter, affect or diminish either the Laffite's Cove at Pirates' Beach Lien

or the Pirates' Beach and Cove Maintenance Fund Liens as to any future assessments or other obligations secured thereby.

7.08. Subordination of the Lien to Mortgages. The lien for assessments provided for in this Article shall be subordinate only to (i) liens for real estate taxes, and (ii) the lien of any Mortgage existing on the respective Lot or Participating Reserve prior to the date when the assessment becomes due and payable. Sale or transfer of any Lot or Participating Reserve shall not affect the assessment lien. No sale or transfer shall relieve such Lot or Participating Reserve or Owner from liability for any assessments which thereafter become due or from the lien thereof.

7.09. Certificate of Compliance. Upon payment of a reasonable fee and upon written request of any Owner, Mortgagee, or prospective Owner or Mortgagee of a Lot or Participating Reserve, the Society shall issue an acknowledged certificate in recordable form setting forth the amounts of any unpaid assessments, if any, and setting forth generally whether or not said Owner is in violation of any of the items and conditions of this Declaration. Said written statement shall be conclusive upon the Society in favor of the Persons who rely thereon in good faith. Such statement shall be furnished by the Society within a reasonable time, but not to exceed thirty (30) business days from the receipt of a written request for such written statement, accompanied by the required fee, mailed to the registered agent or registered office of the Society, with the Society's registered agent or registered office being listed with the appropriate office of the State of Texas having jurisdiction over the formation of the Society. In the event the Society fails to furnish such statement within said thirty (30) business days, it shall be conclusively presumed that there are no unpaid assessments relating to the Lot or Participating Reserve as to which the request was made and that the Lot or Participating Reserve is in conformance with all of the terms and conditions of this Declaration.

7.10. Notice of Ownership. The Notice of Ownership shall set forth the location of the Lot or Participating Reserve affected by the Notice, the recordation information related to the transfer or conveyance of such Lot or Participating Reserve, the prior Owner, the current Owner, and the mailing address of the current Owner. The Society shall be entitled to rely on the correctness of any Notice of Ownership filed with it, and such notice may be used for all assessment notices and any other notices to be given by the Society. The failure of an Owner to provide the Society with an updated and current Notice of Ownership shall be considered a default of this Declaration and a waiver by said Owner of receiving any assessment notices and any other notices to be given by the Society. If the filed Notice of Ownership is not accurate and the Society undertakes the task of obtaining accurate information, the Society's costs in obtaining the correct information shall be considered an additional assessment against the respective Lots or Participating Reserves.

ARTICLE VIII

POWERS AND DUTIES OF THE SOCIETY

8.01. Powers and Duties. The Society shall have the following powers and duties (subject to the terms and conditions set forth in this Declaration) which may be exercised within its reasonable discretion:

(a) To maintain, repair, or replace, or pay for the maintenance, repair, or replacement, of the Canals;

(b) To operate, administer, maintain and preserve the Nature Preserves;

(c) To take any and all actions necessary to comply with the Permit, including, but not by way of limitation, monitoring of water quality in the Canals and adjacent waters;

(d) To employ counsel and institute and prosecute such suits as the Society may deem necessary or advisable, and to defend suits brought against the Society;

(e) To employ from time to time such agents, servants, and laborers as the Society may deem necessary in order to exercise the powers, rights, and privileges granted to it, and to make contracts;

(f) To maintain insurance;

(g) To pay market costs for all goods and services purchased by the Society;

(h) To fix, levy, and collect assessments pursuant to Article VII hereof;

(i) To enforce the provisions of this Declaration; and

(j) To conduct any other activity within the terms and conditions set forth in this Declaration or allowed under the Texas Non-Profit Corporation Act.

ARTICLE IX

RIGHTS OF MORTGAGEES

9.01. Rights of Mortgagees. A Mortgagee, upon written request to the Society, will be given written notification from the Society of any default in the performance by the Owner of a Lot or Participating Reserve relating to the Mortgage owned by the Mortgagee of any obligation under this Declaration or related Society documents which is not cured within thirty (30) days. The Mortgagee will be given thirty (30) days to cure such default should it so elect. However, the Society shall bear no liability

or responsibility for the accuracy of the information contained in any such notice.

ARTICLE X

USE RESTRICTIONS

10.01 Clearing Restrictions. No living tree having a diameter of six (6) inches or more at breast height shall be removed from any Lot, except as follows:

- (a) Trees located within the Canal Area or within twenty (20) feet of a Canal if necessary to facilitate construction of the Canals; and
- (b) Trees within the footprint of a house and driveway areas.

10.02. Canal Water Circulation. No structure or improvement of any type, and no grading or other alteration of the terrain shall be permitted on either Lot 42 or Lot 43, of Block 2, or Lot 7 or Lot 8 of Block 6, or Canals adjacent thereto, that would impede the water circulation in the Canals and the culverts linking the Canals, which culverts will be located within the drainage easements upon, across and under such Lots as shown on the Plat.

10.03. Bulkhead. (a) As a part of the construction of the Canals, Declarant shall cause a Bulkhead to be constructed on the Canal Frontage Property, in accordance with the Permit. Such Bulkhead shall be an appurtenance to each Lot and Reserve on which it is located and shall run with the title to such Lot and Reserve.

(b) Each Owner of Canal Frontage Property shall maintain the Bulkhead on such Owner's property in accordance with the original design and construction, both as to structural integrity and appearance, sufficient to:

- (1) Prevent erosion of the Owner's property ; and
- (2) Provide support for the adjoining Bulkhead located on the adjacent property in accordance with the provisions of Section 10.04 below.

10.04. Party Wall Agreement. Declarant, for itself, its successors and assigns, and all succeeding Owners of Canal Frontage Property, hereby declares, covenants and agrees that, after construction of the Bulkhead in accordance with the Permit, such Bulkhead at the location of each boundary line between each Lot and/or Reserve comprising the Canal Frontage Property shall constitute a Party Wall which shall be owned, used and maintained by each Canal Frontage Property Owner subject to the following:

(a) As to each Party Wall located on a boundary line of his property, each Canal Frontage Property Owner shall hold, enjoy and be entitled to, and shall be subject to all of the duties and

obligations of, the rights, duties and obligations of the owner of a party wall easement at law;

(b) Each Canal Frontage Property Owner shall have, own and hold an easement and right of support together with the right and privilege of joining to and using each Party Wall located on a boundary line of his property;

(c) If any portion of the Bulkhead is damaged or destroyed by the act, default or negligence of the Owner of Canal Frontage Property, such Owner shall promptly rebuild and repair the Bulkhead on his property and shall compensate the adjoining property Owners for any damages to their respective property;

(d) If a Party Wall shall be damaged or destroyed by a cause other than the act, default or negligence of any Owner, such Party Wall shall be repaired and rebuilt at the joint expense of each Owner entitled to the use thereof on the basis of 50% each of the net costs of restoration after the application of any sum or sums received by either Owner from insurance covering such casualty risk. Each Owner hereby grants to each adjoining Owner a lien on and against his Canal Frontage Property to secure the payment of his aliquot share of such repair and restoration costs, and each Owner hereby grants to each adjoining Owner a perpetual easement for the purposes of going on to such Owner's Canal Frontage Property to repair and restore the Party Wall in the event of damage (the provisions of this Section 10.04(d) being applicable only to Owners and Lots and Reserves entitled to the use of the damaged Party Wall);

(e) Each Owner shall at all times keep and maintain his Canal Frontage Property adequately backfilled and vegetated so as to prevent erosion of the land behind the Bulkhead and prevent undermining of the Bulkhead by ground water, seepage, wave action or otherwise; and further, no changes shall be made in the grade of any Canal Frontage Property nor shall any building or other structure be permitted on any Canal Frontage Property which will materially increase the loads carried by the Bulkhead or otherwise materially adversely affect the structural integrity of the Bulkhead; and

(f) The covenants and conditions of this Section 10.04 shall run with the title to each Lot and Reserve comprising the Canal Frontage Property and shall be binding upon and inure to the benefit of each Canal Frontage Property Owner and their respective successors, administrators, executors and assigns, provided, however, that no present or future Owner of Canal Frontage Property shall be liable under the terms hereof except for their acts or defaults as the Owner of Canal Frontage Property.

10.05. Intertidal Fringe Marsh. In conjunction with the construction of the Canals and Bulkhead, Declarant shall plant the intertidal fringe marsh on the Canal Frontage Property within a strip of land that is 15 feet in width along, adjacent to, and on the seaward side of, the Bulkhead, in compliance with the Permit.

AFTER THE INITIAL PLANTING BY DECLARANT, EACH OWNER SHALL MAINTAIN THIS INTERTIDAL FRINGE MARSH WITHIN THIS 15-FOOT STRIP ON SUCH OWNER'S PROPERTY IN THE MANNER REQUIRED BY THE PERMIT, INCLUDING REPLANTING IF NECESSARY.

10.06. Remedial Action by the Society. Should any Owner fail to maintain the Bulkhead as required by Section 10.03 above, or fail to maintain the intertidal fringe marsh, as required by Section 10.05 above, after receiving 15-days written notice of such violation, the Society shall have the right, but not the obligation, to take the actions specified in the notice of such violations. The Declarant, for itself and each subsequent Owner, hereby grants to the Society the right, license, easement and authority to enter upon each Lot and Reserve for the purposes of correcting the violations as hereinabove set forth, and neither the Society nor any of its employees, agents or contractors shall be liable for trespass or any other legal or equitable violation in pursuing the remedies herein provided for. All costs and expenses incurred by the Society in effecting such remedy or abatement pursuant to this Section 10.06 will be paid to the Society by the Owner of the Lot or Reserve for which such costs and expenses are incurred upon demand. If such costs and expenses are not paid to the Society within ten days after written demand to the Owner, said amounts shall accrue interest at a rate that is the lesser of (i) 15% per annum, or (ii) the highest amount of interest allowed by applicable law. Further, if said costs and expenses are not paid to the Society by the Owner within thirty days after the date of written demand therefor, said costs and expenses, together with interest thereon and costs of collection and all other amounts for which an Owner can become liable hereunder, shall be a charge on the land and shall be a continuing lien upon the Lot or Reserve for which such costs and expenses are incurred in the same manner and subject to all the provisions of Article VIII hereof. All such costs and expenses, together with such interest, collection costs, and reasonable attorney's fees, shall be the personal obligation of the Owner of such Lot or Reserve at the time such costs and expenses are incurred. The suit to recover a money judgment (together with reasonable attorneys' fees and costs as aforesaid) may be maintainable without filing or foreclosing a lien securing the same.

ARTICLE XI

ENFORCEMENT OF DECLARATION AND COVENANTS

11.01. Reciprocal Rights; Covenants Run with Land. Except as otherwise provided for herein, all covenants, conditions, restrictions, charges, and easements contained herein (a) are made for the direct, mutual, and reciprocal benefit of each and every portion of the Property in favor of every other Lot and Reserve; (b) shall create reciprocal rights and obligations between the Declarant, the Society, and the respective Owners, and privity of contract and estate between the Declarant, the Society, and all Owners, their heirs, successors, and assigns; and (c) shall operate as covenants

running with the land, for the benefit of all other portions of the Property.

11.02. Attorneys Fees. In any legal or equitable proceeding for the enforcement of or to remedy the violation of this Declaration or any provision hereof, the party seeking to enforce the Declaration or remedy a violation hereof shall be entitled to the payment of its reasonable attorneys' fees and costs in such amount as may be fixed by the court in such proceeding.

11.03. By Whom Enforceable. Subject to the limitations set forth herein, these covenants may be enforced by Declarant, any Owner, and the Society, but none of whom shall have any obligation to do so nor be liable to anyone in the event of its failure to do so.

11.04. Specific Enforcement. All provisions of this Declaration may be specifically enforced by any court of competent jurisdiction upon petition by any party entitled to enforce them as herein provided. All remedies provided herein and/or otherwise available, at law or in equity, including injunction, shall be cumulative and not exclusive.

11.05. Failure to Enforce Not a Waiver of Rights. The failure of Declarant, any Owner, or the Society to enforce any of the provisions of this Declaration herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision of this Declaration.

ARTICLE XII

TERM; MODIFICATION AND ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES

12.01. Term. Unless extended, modified, amended, or terminated as provided in Section 12.02 hereof, every provision hereof and every covenant, condition, and restriction contained herein shall continue in full force and effect until the expiration of twenty (20) years from the date hereof, and thereafter shall, as then in force, be extended automatically and without further notice, for successive periods of ten (10) years each, unless modified or terminated in the manner set forth in Section 12.02 hereof.

12.02. Modification. This Declaration shall not be terminated or modified or amended if such termination, modification or amendment would either: (i) cause or result in a violation of the Permit; or (ii) cause the Society to be in violation of its corporate purposes as set forth in its Articles of Incorporation. Subject to the provisions of the foregoing sentence, this Declaration, or any provision hereof, may be terminated, extended, modified, or amended by an instrument duly executed and acknowledged by: (i) the Society; and (ii) the then Owners of a majority of the Lots and Reserves, and filed for record in the Real Property Records in the Office of the County Clerk of Galveston County,

Texas; provided, however, that as long as Declarant retains any rights, powers, duties or obligations under this Declaration, such rights and powers shall not be altered, affected or diminished, nor shall such duties and obligations be increased, without the express, written consent of Declarant.

12.03. Assignment of Declarant's Rights and Duties. Any and all rights, powers, easements, and reservations of Declarant herein contained or hereafter granted to Declarant pursuant to the terms and provisions of this Declaration may be assigned, in whole or in part, to any Person (including, but not limited to, the Society) which will assume the position of Declarant pertaining to the particular rights, powers, easements, and reservations assigned, and upon any such Person's evidencing its consent in writing to accept such assignment and assume such position, it shall, to the extent of such assignment, have the same rights, powers, easements, and reservations as Declarant and be subject to the same obligations, if any, which then exist by reason of this Declaration. Upon the occurrence of such assignment, Declarant will serve written notice thereof on all the then Owners in accordance with Section 14.05 hereof. Upon the occurrence of such assignment and the giving of such notice, Declarant, its employees, officers, directors, and agents, shall be released and relieved from any and all liability and obligations imposed upon it as Declarant by this Declaration.

ARTICLE XIII

EASEMENTS

13.01. Reservation of Easements. Declarant hereby grants and retains for the benefit of Declarant and of the Society and their respective Mortgagees, contractors, independent contractors' agents, and assigns, permanent and perpetual easements and all rights of access on, over, and across the following described portions of the Property for the purposes hereinbelow stated, to wit:

(a) The Flowage Easement for the purposes of:

- (1) Inundating and flooding the lands covered thereby with waters from the Canals; and
- (2) Entering upon the Flowage Easement at any time and from time to time for the purposes of performing the maintenance and other obligations of the Declarant and the Society under this Declaration including, but not limited to, the right to clear and dispose of all man-made and natural debris from the Canals.

(b) Reserves D, E, F, I, J and K, for the purposes of exercising the rights, duties and obligations of the Declarant and the Society under this Declaration.

13.02. Use of and Limitations on Easements. The Owner of a portion of the Property upon which an easement is located pursuant to Section 13.01 hereof shall be entitled to use and enjoy said easement in common with the Declarant and the Society and their respective representatives as long as such use does not interfere with the use thereof by the Declarant or the Society.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

14.01. Further Covenants and Restrictions. The Property is a part of a project being developed by Declarant as Pirates' Beach and Pirates' Cove. Prior to the sale of Lots, Declarant may adopt, establish, impose and create additional covenants and restrictions, further restricting the use of the Lots, providing for additional assessments as a part of the Pirates' Beach and Cove Maintenance Fund, and providing for additional assessments for an additional maintenance fund for Laffite's Cove at Pirates' Beach. Such further conditions and restrictions shall be in addition to, and not an amendment to or in lieu of the covenants, conditions and restrictions contained in this Declaration. In the event of any conflict between this Declaration and such further covenants and restrictions, this Declaration shall control unless such further covenants and restrictions expressly provide that they are amending or modifying this Declaration.

14.02. Constructive Notice and Acceptance. Each Owner, Mortgagee, or other Person, who or which now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such Owner, Mortgagee, or other Person acquired such right, title, or interest. All Occupants who are not Owners are and shall be conclusively deemed to have notice of and to have agreed to and be bound by all terms and applicable provisions of this Declaration.

14.03. Paragraph Headings. Paragraph, article, and section headings, where used herein, are inserted for convenience of reference only, are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular paragraphs, articles, or sections to which they refer, and accordingly shall not be deemed or construed to affect the meaning of any provision hereof.

14.04. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

14.05. Written Notice. Whenever written notice is required or specified herein, such written notice shall be deemed given only when (a) delivered in person, (b) deposited in the United States

mail, postage paid, and addressed to the address shown on the most recent Notice of Ownership filed with the Society, (c) facsimile transmission, or (d) express courier delivery. All such notices shall be sent certified mail, return receipt requested. Whenever actual receipt is specified or required herein, then such actual receipt shall be deemed obtained when notice is given in writing and delivered in person or otherwise actually received by the designated recipient, or three (3) days after the certified mailing where such notice is sent to the Owner at the address shown on the most recent Notice of Ownership filed with the Society.

14.06. Cumulative Remedies. The various rights, options, elections, powers, and remedies contained int his Declaration shall be construed as cumulative, and no one of them shall be exclusive of any of the others or of any other legal or equitable remedy which Declarant, the Society, or any Owner might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy of any such party shall not impair its right to any other right or remedy until all obligations imposed upon any other party, Person, or entity have been fully performed.

14.07. Time is of the Essence. In regard to the acts, duties, obligations, or responsibilities to be performed by any Member or Owner pursuant to this Declaration, time is of the essence as to such performance.

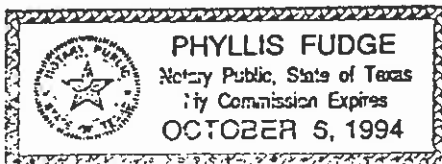
IN WITNESS WHEREOF, The Woodlands Corporation has caused this Declaration to be executed as of the date first hereinabove written.

THE WOODLANDS CORPORATION
a Delaware corporation

By: [Signature]
Name: J. Leonard Rogers
Title: Senior Vice President

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on July 2, 1992, by J. Leonard Rogers, Senior Vice President of THE WOODLANDS CORPORATION, a Delaware corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas
Printed Name: Phyllis Fudge
My Commission Expires: 10-06-94

008-29-0444

Mailing Address of Declarant:

The Woodlands Corporation
2201 Timberloch Place
The Woodlands, Texas 77380
Attn: Mary Rose

DEPARTMENT OF THE ARMY PERMIT

Permittee Mitchell Development Corporation
of the Southwest

Permit No. 17800

Issuing Office Galveston District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To perform a dredging operation, place fill and construct bulkheads for a single-family canal subdivision and to create an off-site fresh water wetland mitigation area, in accordance with the attached plans in 22 sheets entitled "Pirates Cove Subdivision."

Project Location: Eckert Bayou, between 11 and 12 Mile Roads in Galveston, Galveston County, Texas.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on 31 December 1995. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions: See attached Sheets 2a. and 2b.

Further Information:

1. **Congressional Authorities:** You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. **Limits of this authorization.**

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. **Limits of Federal Liability.** In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

Special Conditions:

1. PRESERVATION OF REMAINING PORTIONS OF 41GV66

The permittee will ensure that the National Register portion of site 41GV66 will be preserved and maintained. The boundaries of the site are shown and described on the attached map (Sheet 21A of 21). Prior to any permitted development in the immediate vicinity of National Register site 41GV66, the boundaries of the site shall be marked by a survey crew, assisted by a professional archeologist familiar with the location of the eligible portion of 41GV66. The permittee shall securely fence the site to ensure avoidance prior to and during all construction. The avoidance area will be clearly marked on all construction drawings. Removal of the fence may be undertaken at a time when all ground disturbing activities are complete. The permittee shall contact the Corps prior to removal of the fence. A conservation easement, as that term is defined by Section 183.001 of the Texas Natural Resources Code shall be recorded covering the National Register site. This conservation easement shall specifically state, as authorized by Section 183.001(1)(D), that the purpose of the easement is to preserve the archeological and cultural aspects of this real property. The holder of this easement shall be the property owner's association responsible for the management of the overall preserved area within Pirates Cove Section Six development. A third party right of enforcement shall be granted to the Texas Historical Commission. The conservation easement shall remain in force so long as site 41GV66 remains eligible for the National Register. It is expressly provided that if future development is planned for the area of the site, and impacts to 41GV66 cannot be avoided, the permittee may consult with the Corps and SHPO to develop a mitigation plan for data recovery within the eligible portion of 41GV66. The completion of mitigation will suffice to terminate the conservation easement imposed on the site. Development may commence only when the mitigation is complete, and the easement terminated.

2. CURATION OF ARTIFACTS

The permittee shall ensure that all artifacts, specimens, samples, notes, photographs, negatives, and processed data (tables, maps, etc.) previously recovered from 41GV66 are stored in a manner that makes them available for future study at an appropriate institution that meets professionally accepted standards. The permittee shall provide assurance of the completion of such storage to the Corps and the SHPO within a reasonable period after issuance of the permit. If additional investigations are carried out at 41GV66, the permittee shall also ensure the storage of all materials in the same manner as specified above.

3. REPORT PREPARATION

The permittee shall ensure that a professional report of the previously conducted investigations of 41GV66 shall be completed. The permittee shall use its best efforts to complete a contract for this report within six months of the start of permitted construction. The specifications for the report shall be clearly described in a Scope of Work to be prepared by the Corps. The report shall be based upon a research design that has been approved by the Corps and SHPO; be in accordance with the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation" (48 Fed. Reg. 44716-44740; Sept. 23, 1983); fully document, to the extent the available data allows, all investigations carried out at the site to date, including a full analysis and description of all data recovered; be authorized by a professional archeologist qualified in accordance with the "Professional Qualification Standards" of the Standards, and who has demonstrated expertise in the upper Texas coastal region; and be submitted in draft form to the Corps for coordination with the SHPO. The final report shall incorporate all comments, and be submitted to the Corps for distribution.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

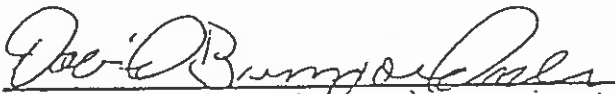
b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.


6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.


(PERMITEE) Joe B. Bunch, Vice President
MITCHELL DEVELOPMENT CORPORATION
OF THE SOUTHWEST

August 9, 1990
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.


(DISTRICT ENGINEER)
DOLAN DUNN
FOR COLONEL BRINK P. MILLER

09 AUG 1990
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFeree)

(DATE)

WEST BAY

Texas Parks & Wildlife

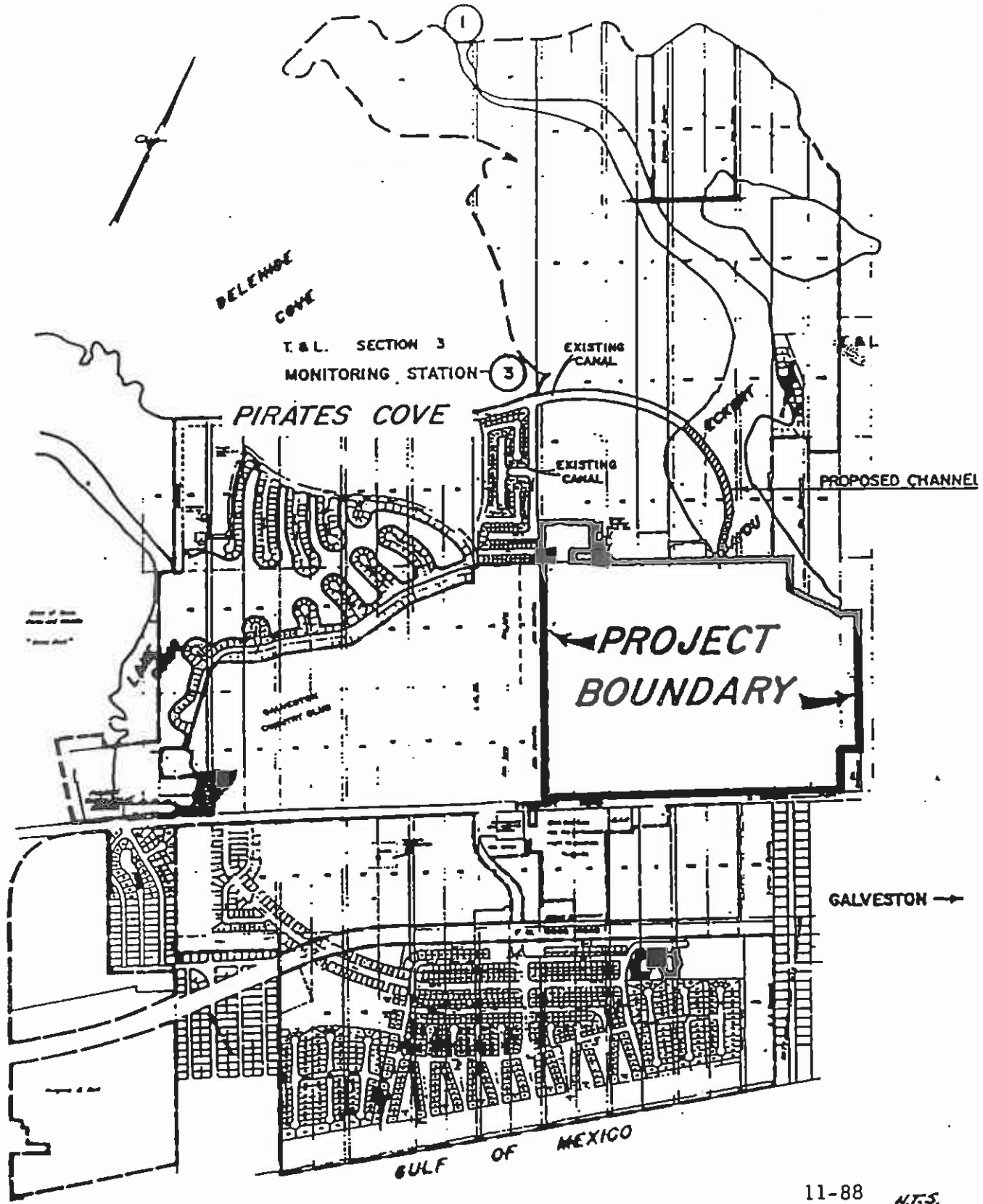


EXHIBIT A
VICINITY MAP

Pirates Cove Subdivision
Section 6

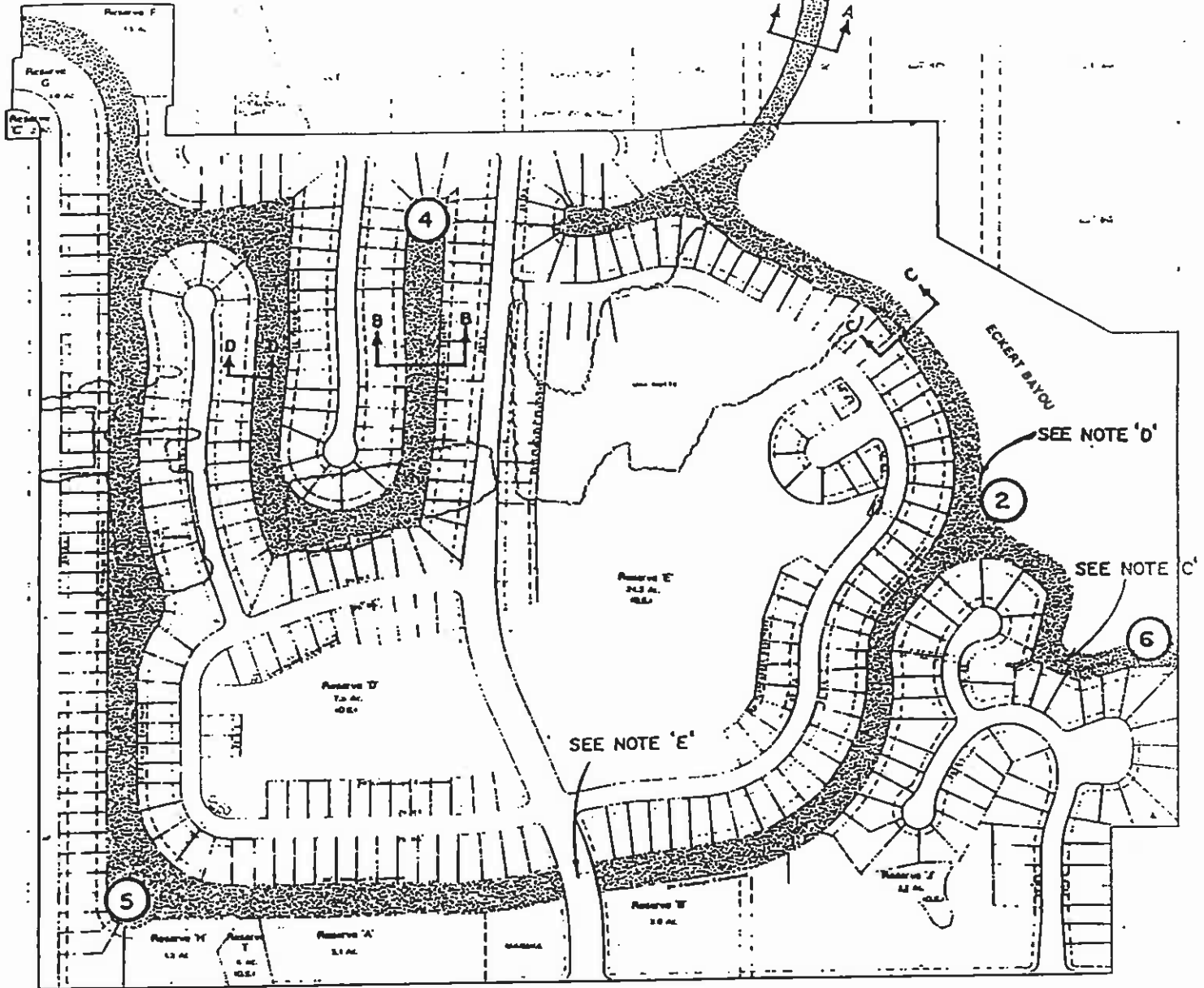
Application by:
Mitchell Development Corporation
Of The Southwest
Houston, Texas

11-88 N.T.S.

EXISTING CHANNEL
PERMIT NO. 10260

008-29-045i

PROPOSED CHANNEL



NOTES:

- A) Connection between interior canals and navigable waters to be made upon completion of excavation, bulkhead construction, and associated work within the interior canals.
- B) Approximately 450,000 cubic yards of material to be dug by dragline and dredge. Approximately half to be placed in fill areas within subdivision. Remainder to be transported off-site to areas shown on Sheet of
- C) Initial canal depth to be no greater than -5 ft. msl.
- D) Initial canal depth to gradually increase from -5 to -7 ft. msl.
- E) Four 6' x 10' box culverts.
- F) All lots shall be seeded and the resulting vegetation maintained prior to and after construction on the lots, so long as they are in the ownership of the permittee.



WATER QUALITY
MONITORING
STATION



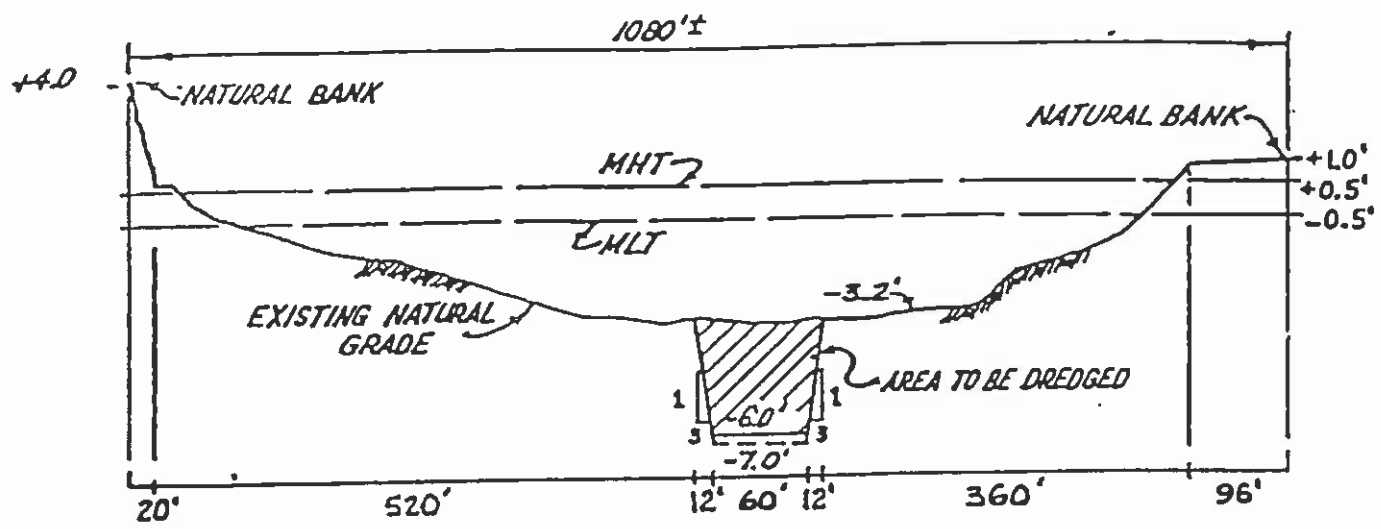
AREA TO BE DREDGED TO
ELEV. -7.0 FT. MAINTAINED
AT -6.0 FT.

11-88

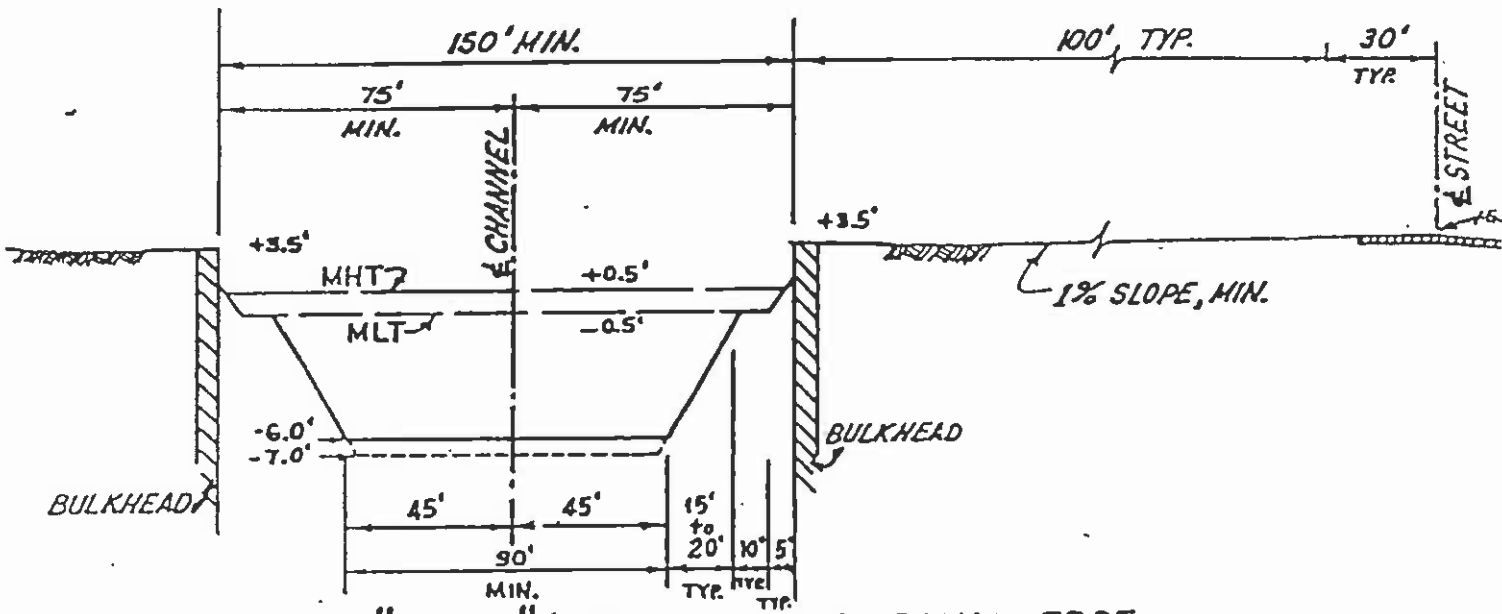
EXHIBIT "B"
PLAN OF PROPOSED DREDGING

Pirates Cove Subdivision
Section 6

Application by:
Mitchell Development Corporation
Of The Southwest
Houston, Texas



SECTION "A-A": ECKERTS BAYOU ACCESS CHANNEL
 NOTE: INITIAL DREDGING OF CHANNELS INCLUDES ONE FOOT ADDITIONAL DEPTH FOR ADVANCED MAINTENANCE.

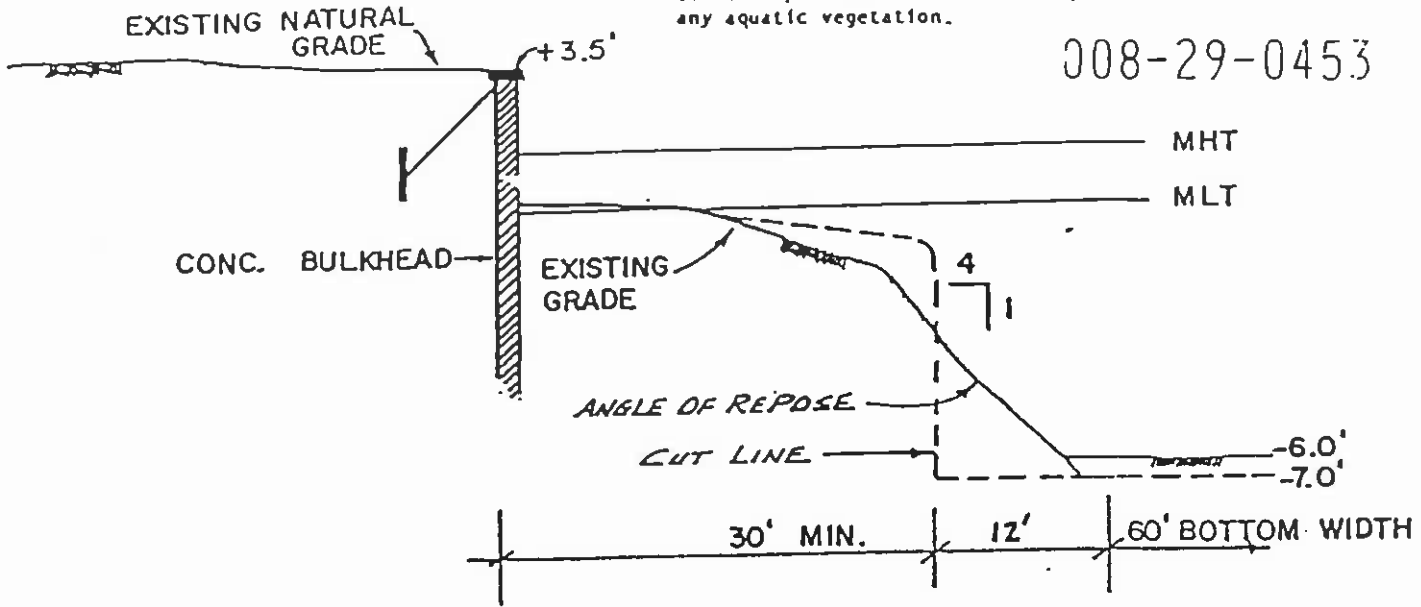


SECTION "B-B": BULKHEADED CANAL EDGE

NOT TO SCALE

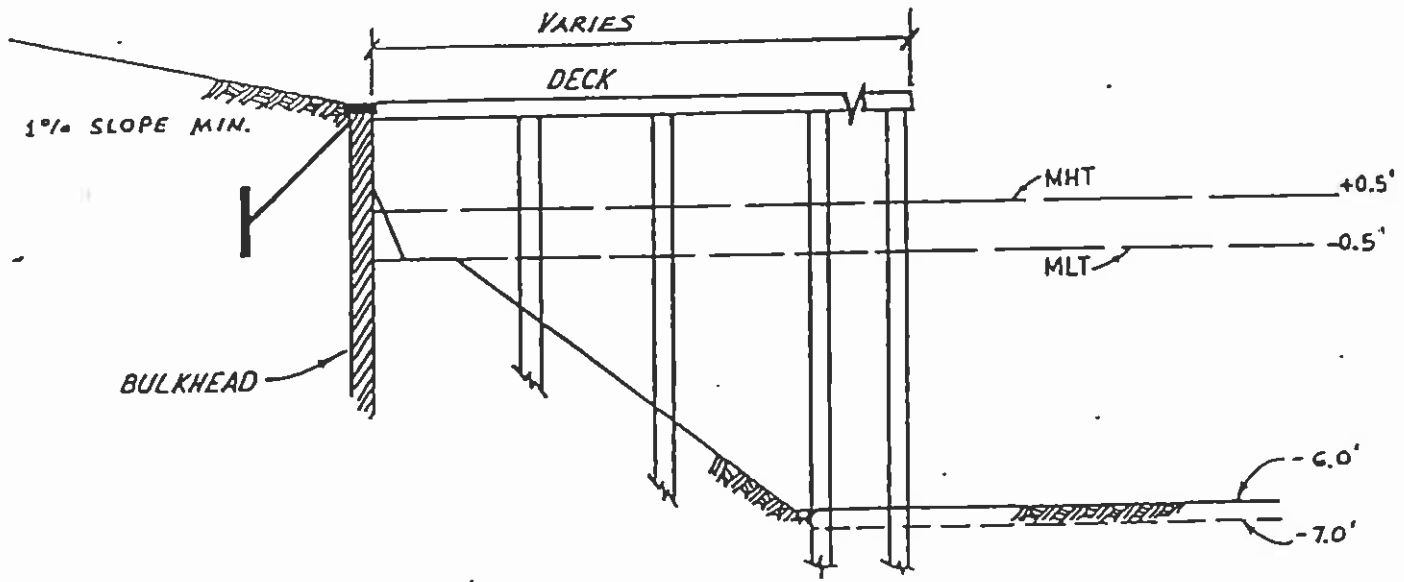
NOTE:
All retaining bulkheads in Eckert Bayou to be constructed as close as possible to the existing shoreline and shoreward of any aquatic vegetation.

008-29-0453



SECTION "C-C": BULKHEADED CHANNEL EDGE, ECKERTS BAYOU

NOT TO SCALE

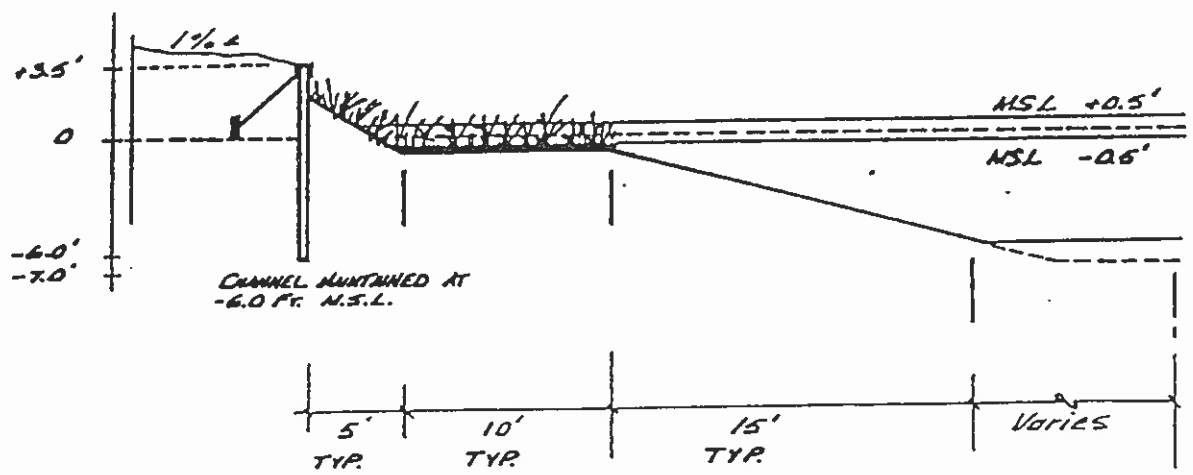


SECTION "D-D": MARINA PIERS

NOT TO SCALE

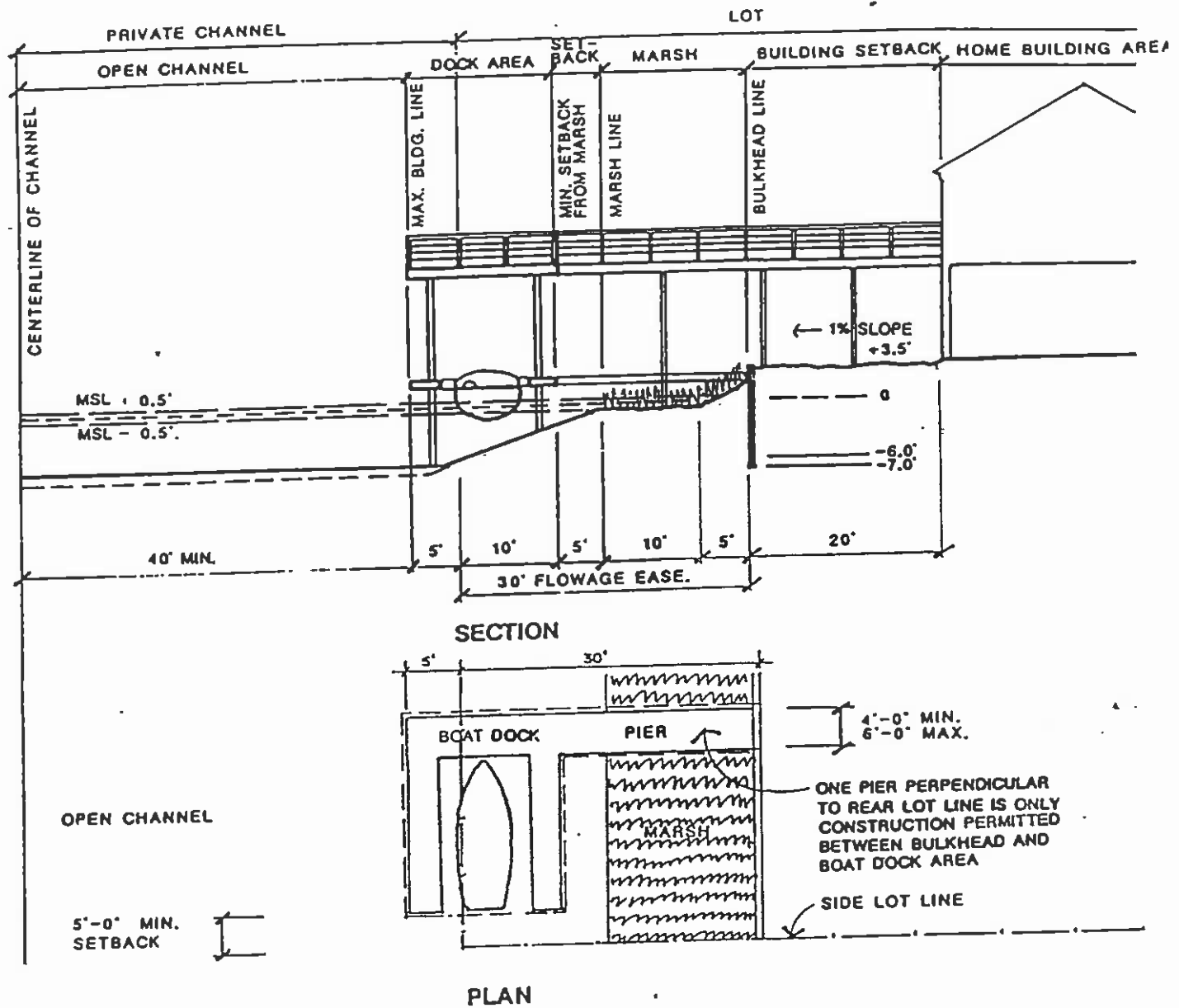
NOTES:

- A) Intertidal fringe marsh will be constructed and permanently maintained at the back edge of each lot. This mitigation will begin concurrent with initiation of project construction and be completed within one year of connection of the canals to navigable waters.
- B) Acceptance of this mitigation will be based on 70% cover of smooth cordgrass (*Spartina alterniflora*) determined by a random point-frequency method at the 80% confidence level throughout each marsh planting area. If coverage of smooth cordgrass is not acceptable within one year of planting, then remedy through regrading and/or replanting will be required until mitigation, as specified above, is achieved. If natural smooth cordgrass marshes adjacent to the project area have coverage of less than 70%, then the required created marsh coverage may be reduced to a comparable figure.

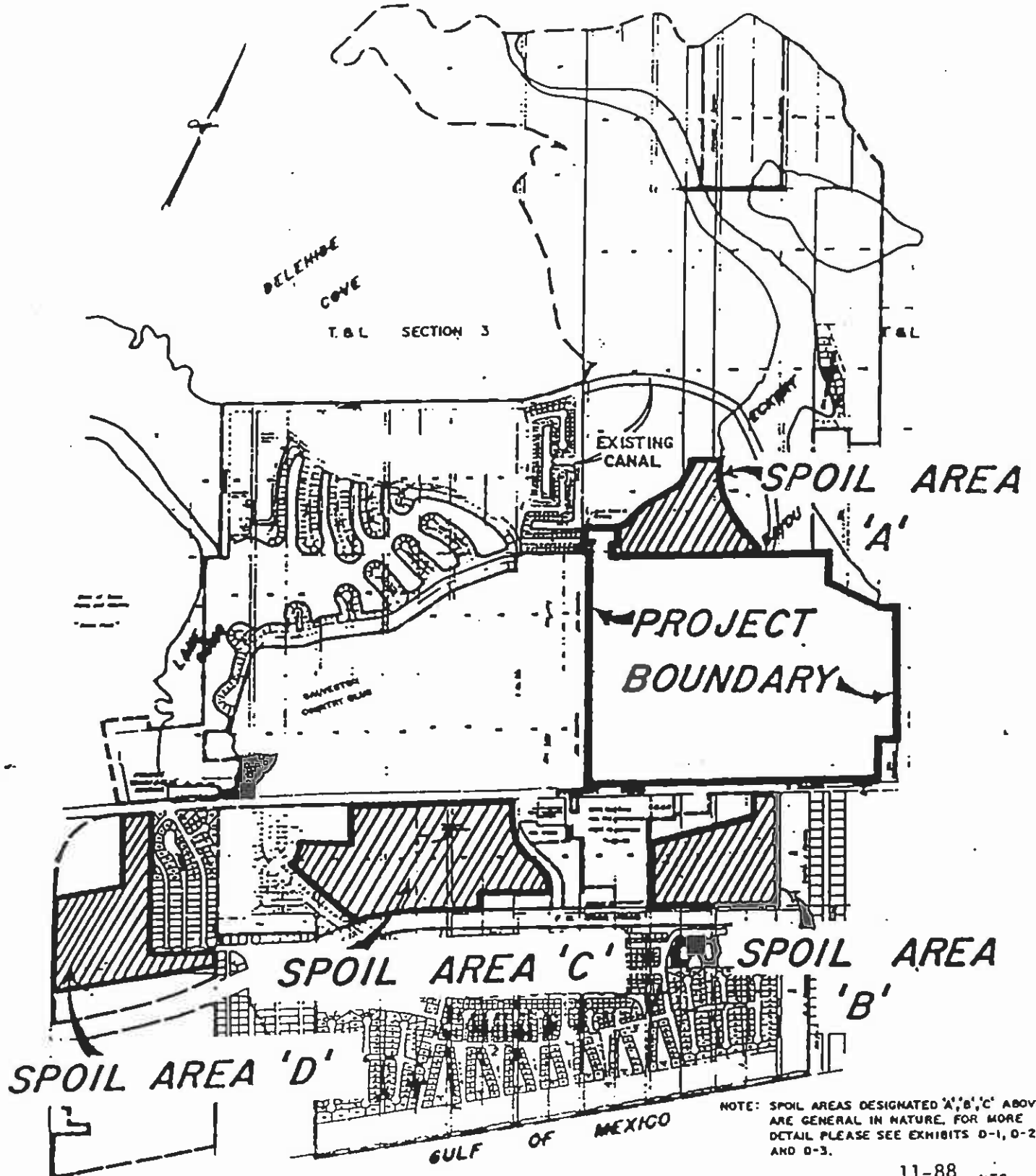


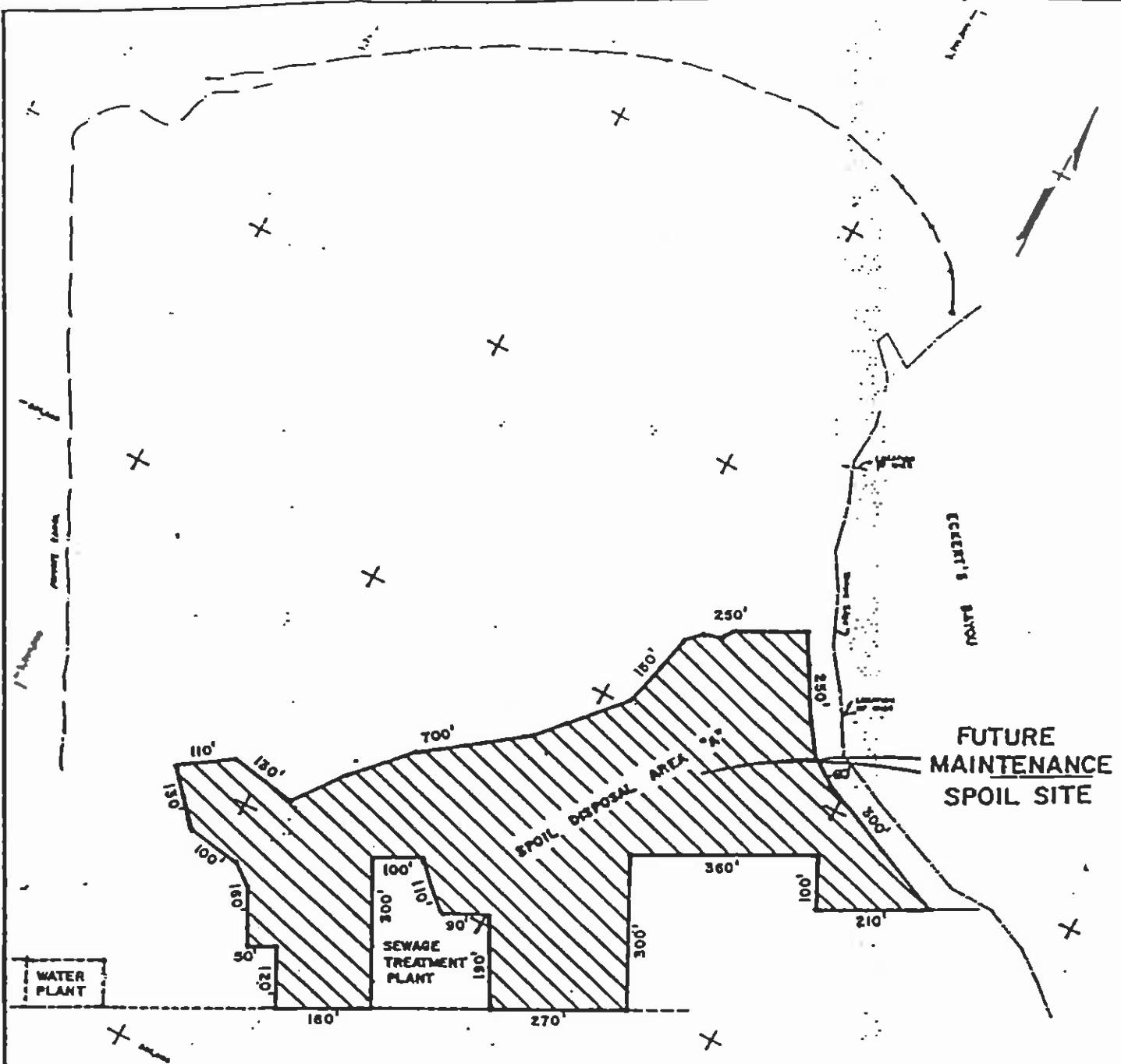
TYPICAL CANAL EDGE CONDITION

N.T.S. 11-88



BOATDOCK/PIER DESIGN CRITERIA





NOTE:
 Degraded areas of levee to be refurbished and stabilized.

 SPOIL DISPOSAL



008-29-0458

WEIR LOCATION
(IF NECESSARY)

STEWART ROAD

100' ROW

N 65°00' E
275.00'

N 25°00' W
270.00'

1108.27'

N 56°08' E

740'

1240.46'

800.00'

N 25°00' W

450'

424'

2'

502'

488'

SECTION 3 TRIMBLE & LINDSEY SURVEY

SECTION 2 TRIMBLE & LINDSEY SURVEY

1470'

NOTES:

The spoil area has been surveyed and verified not to contain wetland vegetation.

S 25°00' E

SPOIL

DISPOSAL

AREA

"B"

S 65°03' W
321.51'

S 64°58' W

1048.52'

F. M.

3005

200' ROW



SPOIL DISPOSAL

11-88

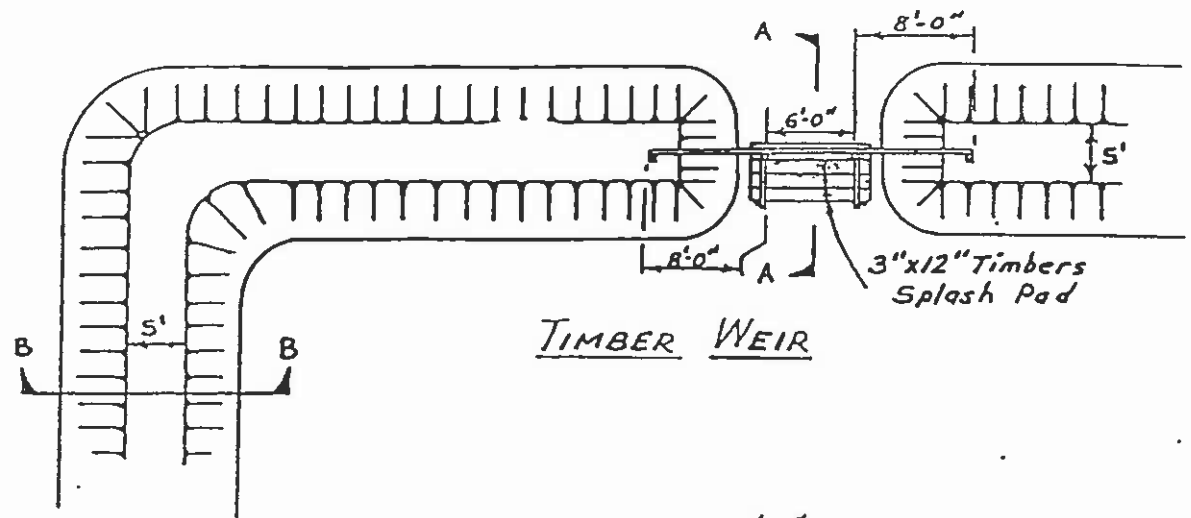
EXHIBIT D-2
SPOIL DISPOSAL AREA "B"

Pirates Cove Subdivision
Section 6

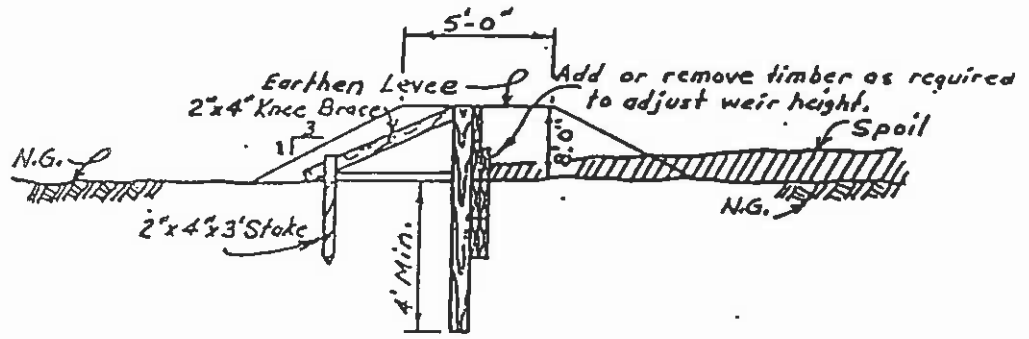
Application by:
Mitchell Development Corporation
Of The Southwest
Houston, Texas

NOTE:

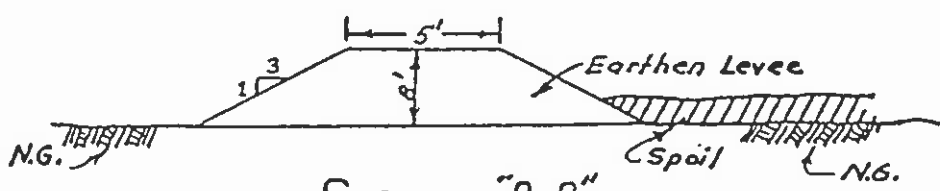
Weir to be operated to avoid the discharge of solids into waters of the United States.



TIMBER WEIR

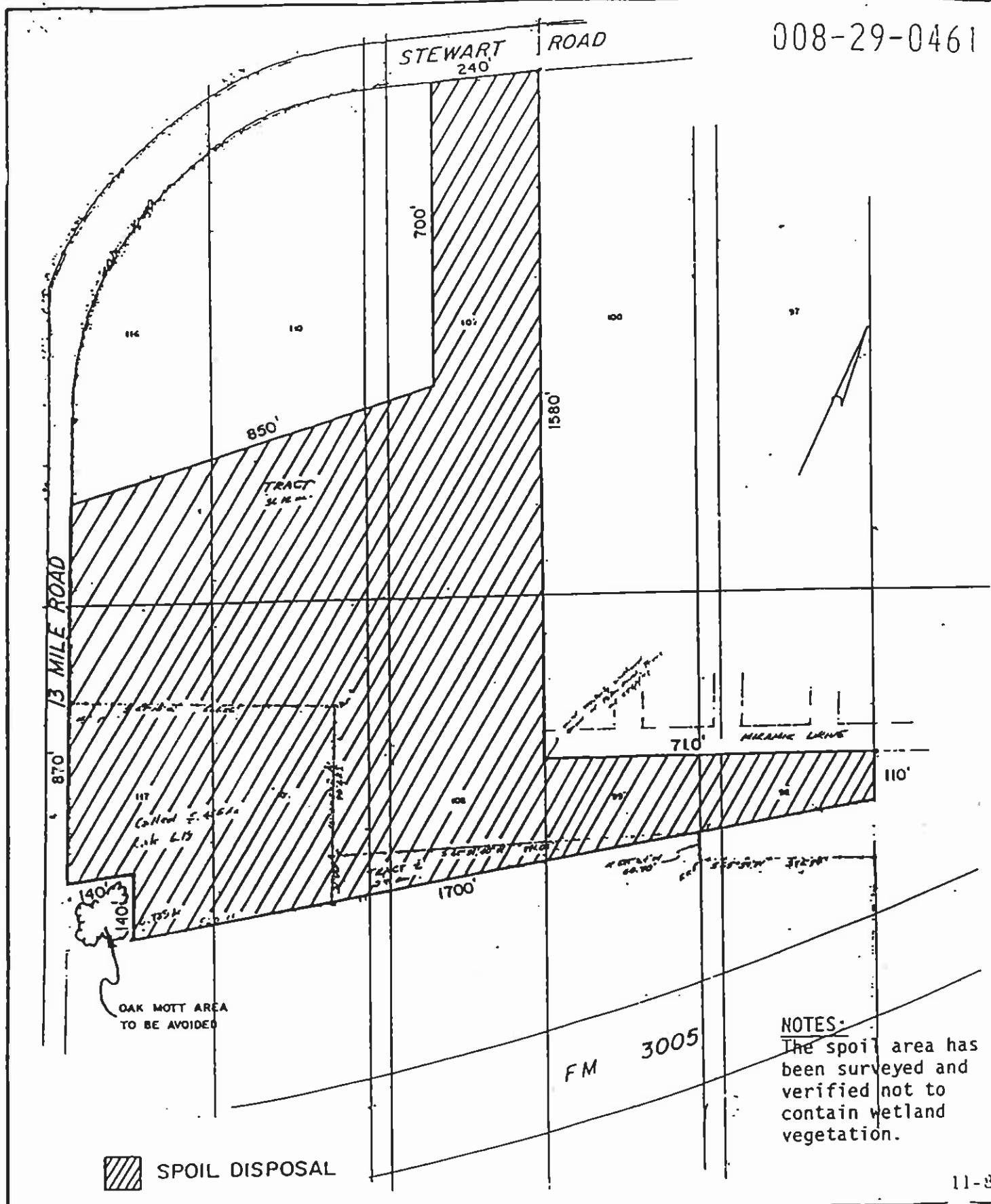


SECTION "A-A"



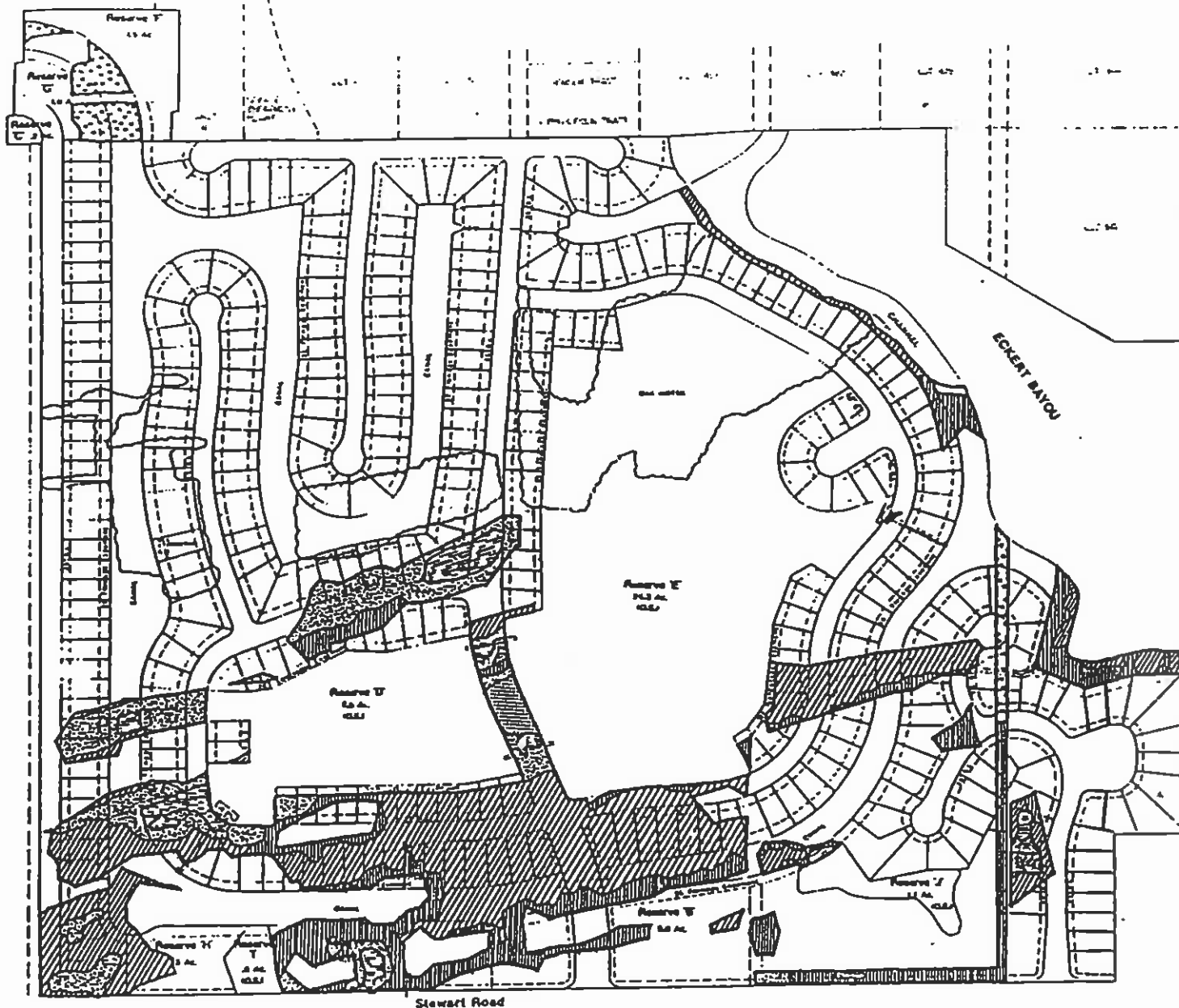
SECTION "B-B"

NOTE: WEIR CONSTRUCTED IF DREDGING IS PERFORMED HYDRAULICALLY.



 SPOIL DISPOSAL

NOTES:
 The spoil area has been surveyed and verified not to contain wetland vegetation.

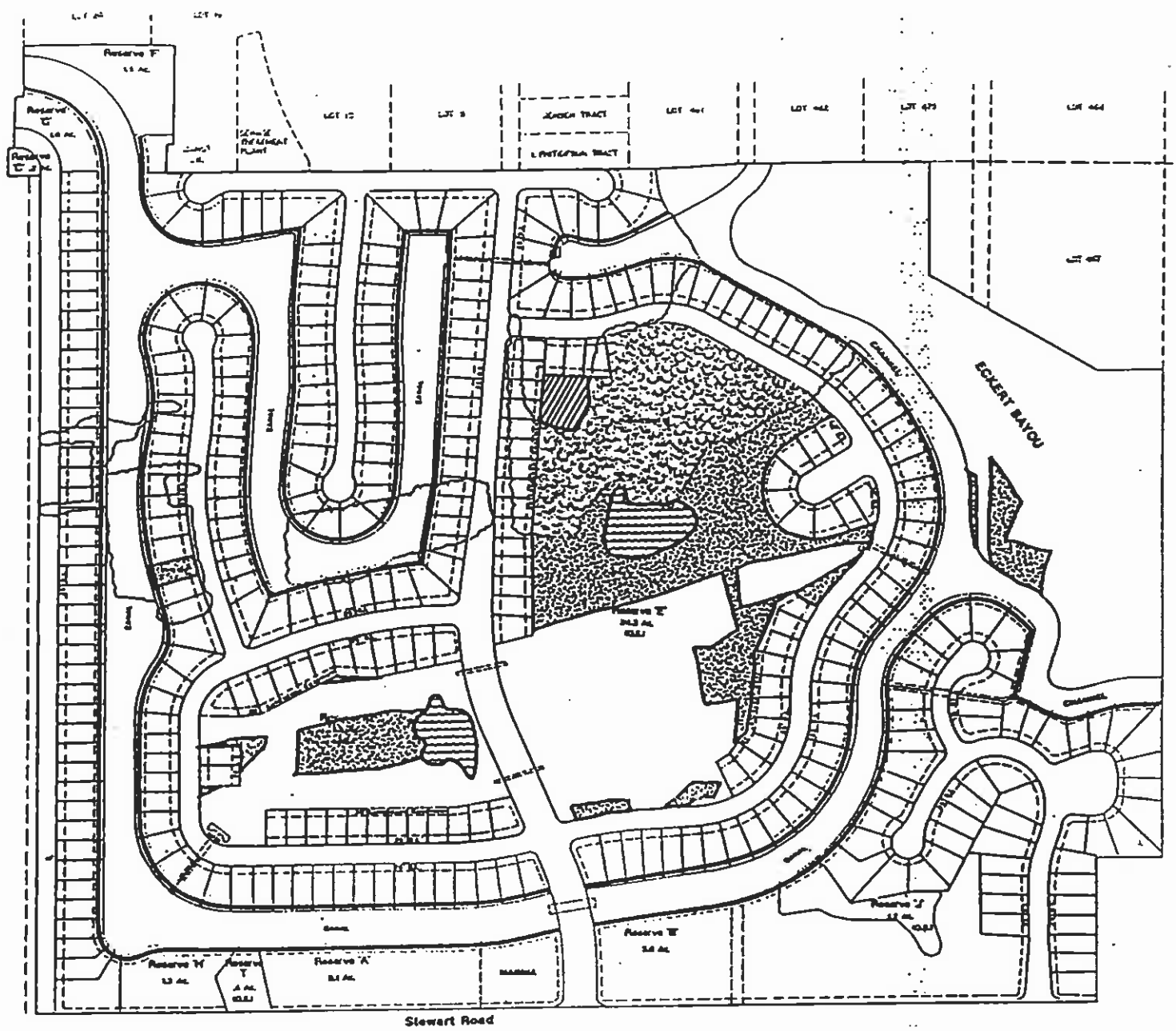


VEGETATION TYPES WITHIN IMPACTED WETLAND AREAS

- | | | | |
|--|------------------------|--|---|
| | Giant Bullrush Marsh | | Ponds |
| | Rattlebush Shrub Swamp | | Black Needlerush/
Marsh Elder Assoc. |
| | Black Needlerush Marsh | | Water Hyssop/
Spikerush Assoc. |
| | Smooth Cordgrass Marsh | | Salt Cedar |

EXHIBIT "H"
DEVELOPMENT IMPACTS
 Pirates Cove Subdivision
 Section 6

Application by:
 Mitchell Development Corporation
 Of The Southwest
 Houston, Texas





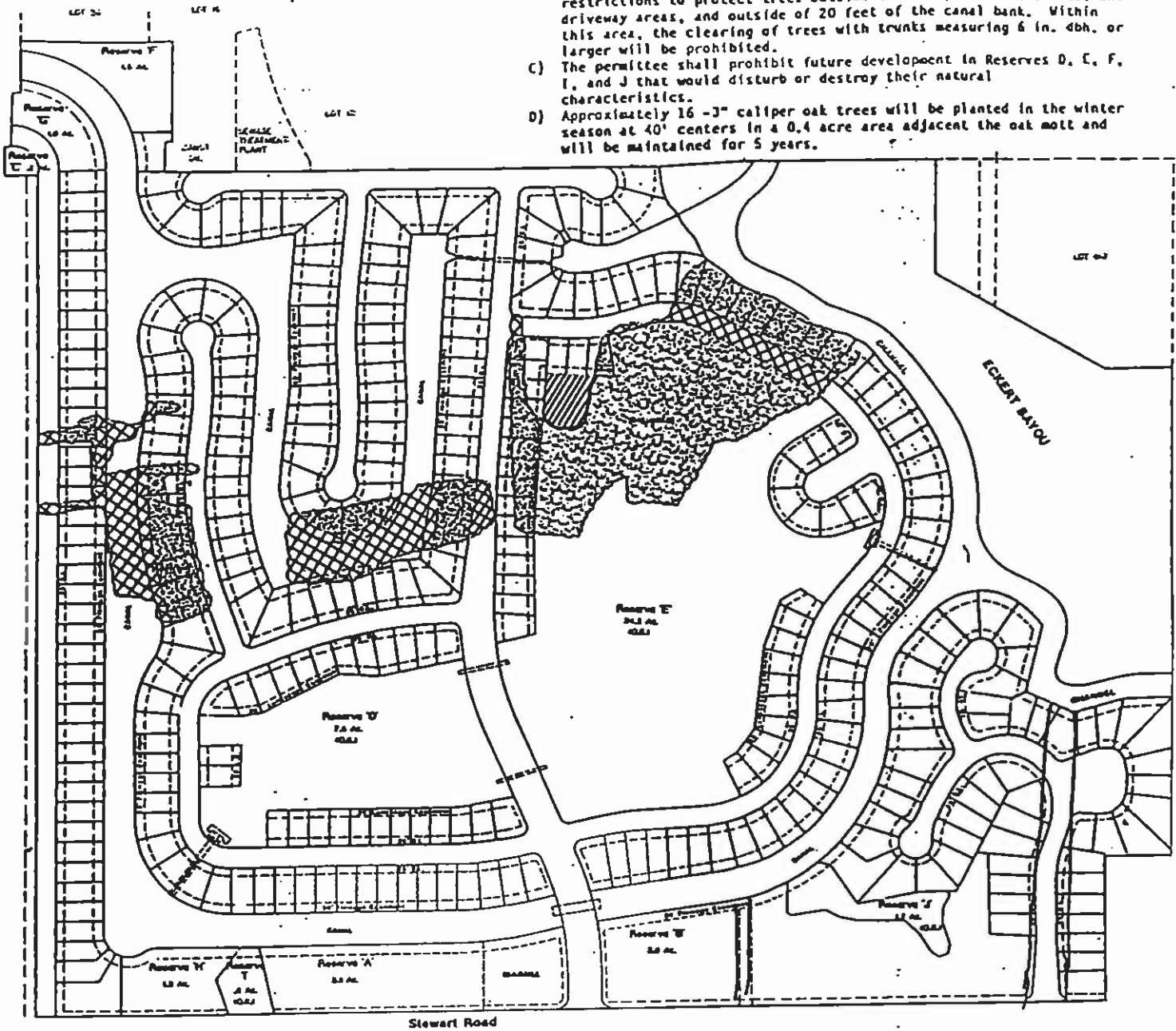
-  Oak Mott Upland Within Open Space Reserve
-  Other Upland
-  Ponds Created
-  Marsh Created
-  Oak Area To Be Planted

EXHIBIT "I"
MITIGATION AND UPLAND CONSERVATION
 Pirates Cove Subdivision
 Section 6






Application by:
 Mitchell Development Corporation
 Of The Southwest
 Houston, Texas

NOTES:

- A) The undisturbed area of the live oak grove in Reserve C will be protected through deed restrictions or donation of easements or title to the responsible government entity or private organization that will assure the continued protection of wooded habitat.
- B) Wooded areas on lots outside the reserves shall incorporate deed restrictions to protect trees outside the footprint of the house and driveway areas, and outside of 20 feet of the canal bank. Within this area, the clearing of trees with trunks measuring 6 in. dbh. or larger will be prohibited.
- C) The permittee shall prohibit future development in Reserves D, E, F, I, and J that would disturb or destroy their natural characteristics.
- D) Approximately 16 - 3" caliper oak trees will be planted in the winter season at 40' centers in a 0.4 acre area adjacent the oak mott and will be maintained for 5 years.



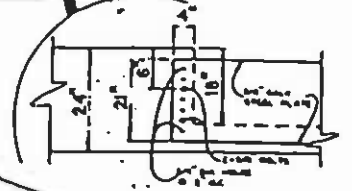
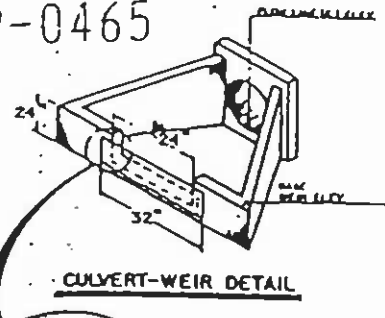
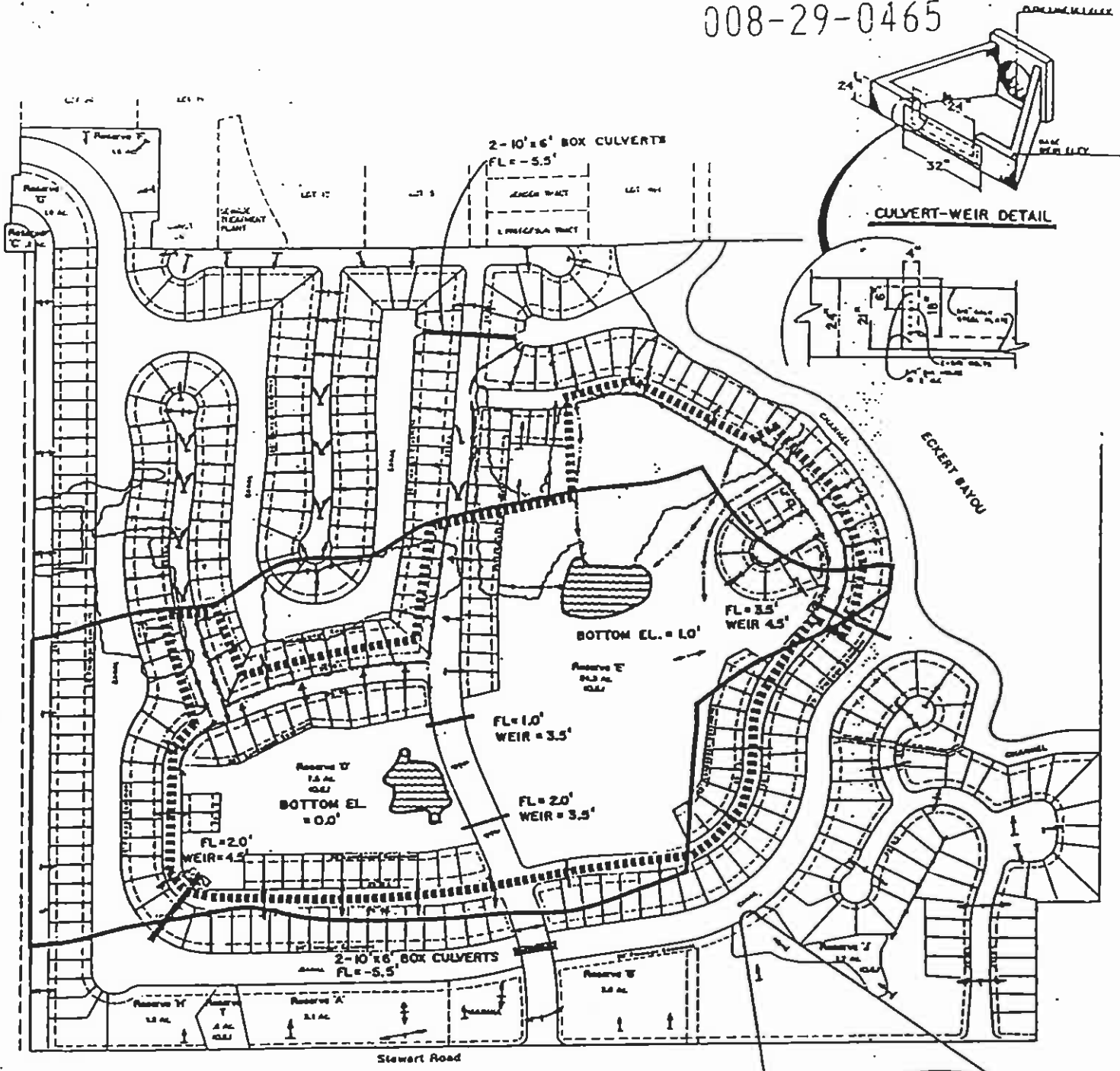
OAK MOTT DISPOSITION





-  Within Open Space Preserve (6.5 ac.)
-  Within Landscape Easement (0.2 ac.)
-  Within Lot (4.6 ac.)
-  Within Canal or Roadway (4.7 ac.)
-  Oak Area To Be Planted (0.4 ac.)

**EXHIBIT "K"
DEVELOPMENT IMPACT ON OAK MOTT**

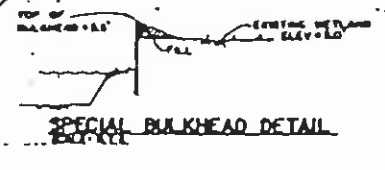
Pirates Cove Subdivision
Section 6

Application by:
Mitchell Development Corporation
Of The Southwest
Houston, Texas



-  Proposed Drainage Boundary
-  Existing Drainage Boundary
-  Proposed Swale/Roadside Ditch
-  Proposed Culvert

-  Sheet Flow
-  Ponds



11-88

EXHIBIT "L"
DRAINAGE PLAN/CANAL, CIRCULATION STRUCTURES
 Pirates Cove Subdivision
 Section 6

Application by:
 Mitchell Development Corporation
 Of The Southwest
 Houston, Texas

PERMIT NO. 17800
EXHIBIT N
PIRATE'S COVE SUBDIVISION
SECTION 6

Additional Notes

1. The ownership and financial responsibility for maintaining the reserves and canals will be disclosed to all potential property owners.
2. Effective 30 days after the permit issuance date, a Water Quality Monitoring Program will be instituted by the permittee. The permittee will bear the entire initial cost of the program, with such responsibility eventually being transferred to the property owners' association. The program shall be supervised by an independent testing firm chosen by the permittee and approved by the Corps of Engineers. Sample collections, however, may be accomplished by adequately trained employees of the permittee. Sampling stations 1, 2, 3, and 7 (see Exhibits A and B) will become active collection sites within 30 days of permit issuance. Stations 4, 5, and 6 will become active only after the canal system is connected to the navigable waters of the United States. Baseline sampling shall be limited to a maximum of one year.
3. The monitoring program will include the measurement of the following parameters at the indicated intervals:
 - (1) Daily, at 6:00 a.m.--temperature (degrees centigrade), salinity (ppt), pH, tide stage (msl datum), Secchi disc reading (cm), dissolved oxygen (ppm).
 - (2) Weekly, each Monday, or Tuesday if Monday is a holiday--oil and grease, coliform bacteria, nitrogen (nitrates, mg per liter), phosphorus (total--micrograms per liter), sulfides (mg per liter).
 - (3) Monthly--chlorinated hydrocarbons (micrograms per liter).
4. All tests will be conducted at the indicated intervals between June 1 and September 15. The oil and grease and chlorinated hydrocarbon measurements will be conducted monthly over the remainder of the year.
5. All measurements are to be made in accordance with procedures given in the latest published edition of "Standard Methods for the Examination of Water and Wastewater," American Public Health Association, Inc., publisher.

6. Water samples will be taken at the locations specified in Exhibits A and B, not more than 1 ft. above the existing bottom, at a midchannel location, except at Stations 2, 3 and 7, which are located outside of the channel.
7. Test weeks shall run from Tuesday through the following Monday. On a weekly basis, not later than the Thursday following the test week, the results of the Water Quality Monitoring Program shall be furnished on forms provided to the Corps of Engineers, ATTENTION: CESWG-CO-RC, P. O. Box 1229, Galveston, Texas 77553-1229. Copies of the forms shall also be furnished to the National Marine Fisheries Service in Galveston, the U.S. Fish and Wildlife Service in Houston, the U.S. Environmental Protection Agency in Dallas, and the Texas Parks and Wildlife Department in Seabrook.
8. The permittee or its designee shall be required to maintain a water quality within the canal system that meets all applicable Federal, State and local water quality criteria for this particular estuarine system. If, however, Stations 2, 3 and 7 exceed (or fail to meet for dissolved oxygen) the applicable criteria, then levels in the canals may exceed (or fail to meet for dissolved oxygen) the criteria, but not to a greater degree than Stations 2, 3 and 7.
9. Based on the data provided through the Water Quality Monitoring Program, changes or modifications in the program may be required at any time during the life of the development. The program will be reviewed every six months by Galveston District personnel for possible modification of the monitoring operations or the development itself.
10. The permittee shall devise a contingency plan that will provide for artificial aeration of the canal system, should the dissolved oxygen levels fall below those levels found at the mouth of Eckert Bayou. Details of the plan shall be provided to the Galveston District Engineer, within one year of the permit issuance date, but no later than 180 days prior to connection of the canal system to navigable waters.
11. The permittee shall remove all manmade and natural debris from the canal system and water circulation structures at weekly intervals. This removal shall be indicated on the Water Quality Monitoring Program report sheet. The permittee shall retain the right to transfer this responsibility to a public entity or a quasipublic residents' or property owners' association.
12. A property owners' association will be formed within one year of issuance of the permit. The association will be governed by a Board of Directors with direct responsibility for the maintenance of the canal and reserves. The Board will be composed of seven members, serving

staggered terms. Four members of the Board will be property owners, elected by a vote of all property owners. The other three Board members would be scientists, one being a marine scientist, one an avian biologist, and one a naturalist. The original scientific board members will be selected by agreement of the Corps, the applicant, and Federal and State wildlife agencies. Thereafter, scientific vacancies will be filled by vote of the three serving scientific members. The Board of Directors will develop a plan to govern the management of the reserve areas. This plan will be submitted to the Corps of Engineers for approval, which will include coordination of it with Federal and State resource agencies. The plan will be in place before the site is accessible to the general public.

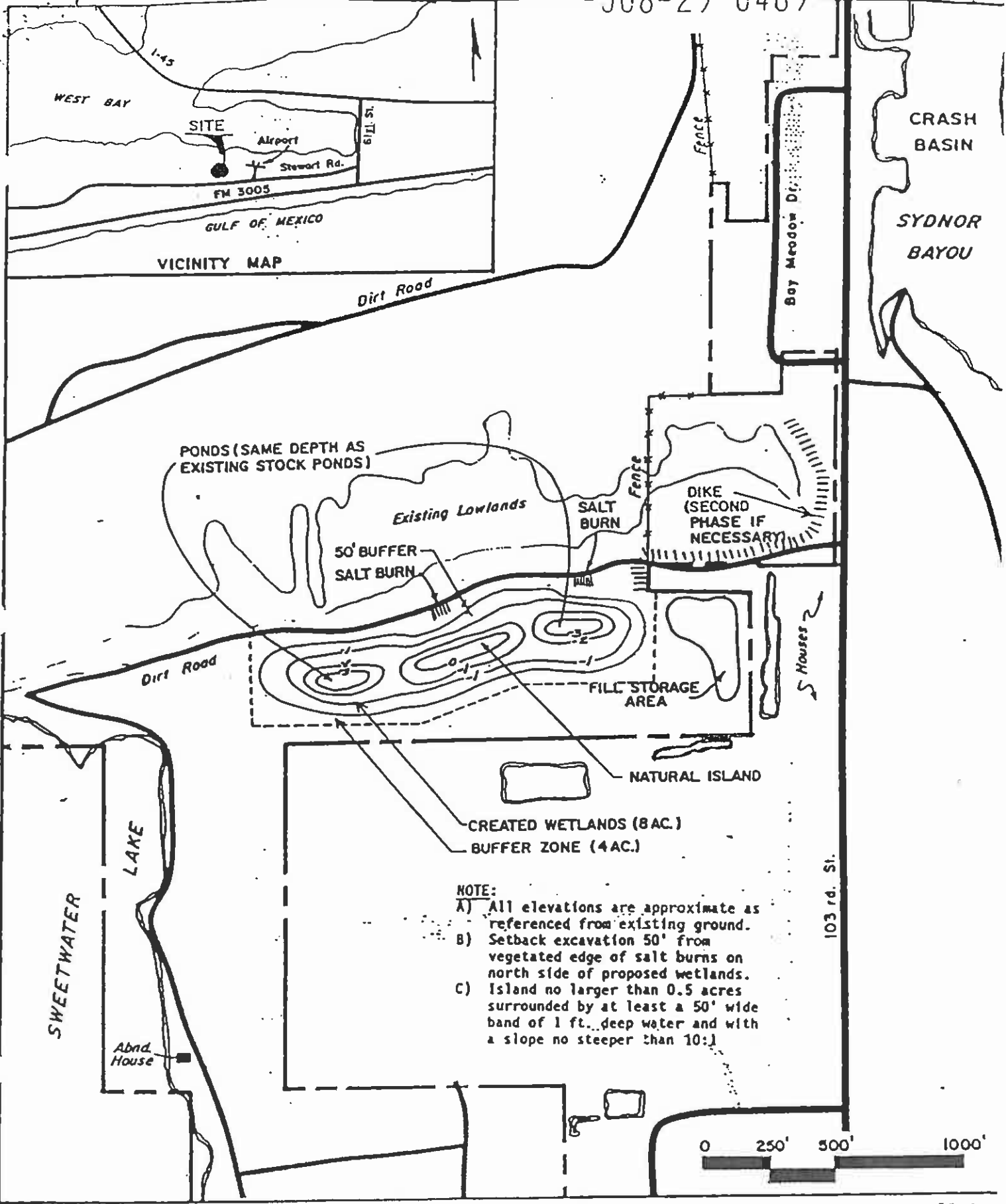
13. Any future maintenance dredging of the canal system shall not result in a canal depth to exceed -6 ft, msl, except in the dead end channel to the east, which shall be maintained no deeper than -4 ft, msl, in Section A and will gradually increase from -4 to -6 ft, msl in Section B.

14. Runoff in the subdivision will be directed primarily into freshwater wetlands on the site. The runoff not entering the freshwater wetland system will be dispersed through "between lot" swales and sheet flow across the lots into the canals.

15. The permittee shall prohibit the construction of structures in the immediate vicinity of the culvers linking the canals, which would impede water circulation in the canals.

16. Any responsibility of the permittee under this permit may be transferred to a public entity or quasipublic residents' or property owners' association.

17. All contractors shall be closely supervised to assure compliance with all conditions of this permit. Reserve areas will be clearly marked on all construction drawings as areas to be avoided.



NOTE:
 A) All elevations are approximate as referenced from existing ground.
 B) Setback excavation 50' from vegetated edge of salt burns on north side of proposed wetlands.
 C) Island no larger than 0.5 acres surrounded by at least a 50' wide band of 1 ft. deep water and with a slope no steeper than 10:1

EXHIBIT "M"
 WETLANDS MITIGATION SITE
 Pirates Cove Subdivision
 Section 6

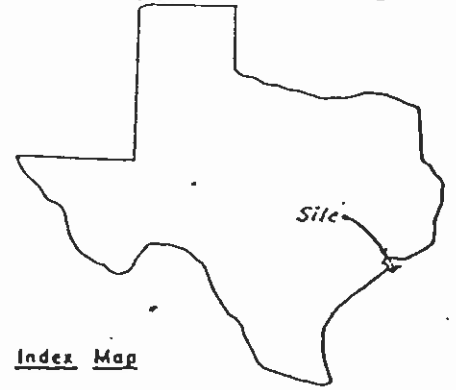
Application by:
 Mitchell Development Corporation
 Of The Southwest
 Houston, Texas

NOTES: FRESHWATER WETLAND MITIGATION

1. The construction of freshwater swale habitat shall be initiated concurrent with land development activities impacting freshwater wetlands and shall be completed within 9 months from that date.
2. The buffer zone around the wetland will not be mowed, grazed, used for parking, or become part of a road-side ditch or shoulder. The dirt road between the existing wetland and the wetland to be created will not be improved.
3. The created wetland will be monitored for one year as follows:
 - a. First week of every other month--maximum depth in each of the three ponds in the existing wetland and in each of the two ponds in the created wetland; depth of the shallow water area of the existing and created wetlands; and, salinity in the existing and created wetlands.
 - b. After first year--ratio of emergent vegetation to open water.
4. Standards of success for the mitigation are as follows:
 - a. Ponds and shallow water areas in the created wetland should have standing water at least 75% of the time that those in the existing wetland do.
 - b. The salinity in the created wetland should average no greater than five parts per thousand higher than that in the existing wetland.
 - c. At least 50% of the aquatic area of the created wetland should be vegetated with emergent obligate hydrophytic vegetation.
5. If, after one year, it is determined that the habitat quality of the created wetland is not acceptable because of the lack of standing water, then dike construction, as shown on the plans, or other appropriate remedial measures will be required. If less than 50% of the aquatic area is vegetated appropriately, then supplemental planting will be done.
6. Monitoring will continue until standards of success are met.

008-29-0471

17800



CUTBANK

ECKER'S

BAYOU

BASE LINE B
S 41° E

CROSS AREA
SEE FIGURE

N 49° 00' E

104.00'

0.2059 Ac.
NATIONAL
REGISTER SITE

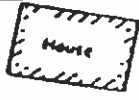
129.00'

N 41° 00' W
77.00'

S 56° 15' E
21.08'

S 49° 00' W

DATUM



CC AREA
SEE FIGURE

008-29-0472



DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
P.O. BOX 1229
GALVESTON, TEXAS 77553-1229

AUG 09 1990

REPLY TO
ATTENTION OF:

Evaluation Section

SUBJECT: Permit - 17800

Mitchell Development Corporation
of the Southwest
2001 Timberloch Place
The Woodlands, Texas 77380

Gentlemen:

The above numbered permit has been approved and a signed copy is enclosed for your retention.

Also enclosed is ENG Form 4336 and a copy of "Notice to Permittees" which provides important information for permit administration. Construction or work under the permit should be coordinated with the Area Engineer indicated below.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dolan Dunn".

Dolan Dunn
Chief, Evaluation Section

Enclosures

Copies Furnished:

Commander, Eighth Coast Guard District (oan), Room 1330, Hale Boggs Federal Building, 500 Camp Street, New Orleans, Louisiana 70130 w/encl

Director, Atlantic Marine Center, National Ocean Service,
Attn: N/OG2442x1, 439 West York Street, Norfolk, Virginia 23510-1114

Area Engineer, Fort Point Area Office, P.O. Box 1229,
Galveston, Texas 77553-1229 w/encl

TEXAS WATER COMMISSION

104 APR 1988

BB

Paul Hopkins, Chairman
 John O. Houchins, Commissioner
 B. J. Wynne, III, Commissioner



J. D. Head, General Counsel
 Michael E. Field, Chief Examiner
 Karen A. Phillips, Chief Clerk

Allen Beinke, Executive Director

March 31, 1988

Mr. Bruce Bennett
 Galveston District SWGCO-RP
 Corps of Engineers
 P.O. Box 1229
 Galveston, TX 77553

RE: USCOE Permit No. 17800
 Mitchell Development Corporation
 of the Southwest
 Galveston County
 Tributary of TWC Segment No. 2424

Dear Mr. Bennett:

In response to the Public Notice or application for the referenced applicant dated June 20, 1986 and June 25, 1987 this certification is issued pursuant to the provisions of Section 401 of the Clean Water Act. Contingent upon completion of the project as described (summarized in Attachment I) and within the provisions included in Attachment I, we certify that the project will not cause violation of established Texas Water Quality Standards. This certification is limited to those water quality considerations under the jurisdiction of this agency according to the various statutes which this agency administers.

Our review has been primarily of the information provided by the applicant or the Public Notice. No review of property rights, location of property lines, nor the distinction between public and private ownership has been made and this certification may not be used in any way with regard to questions of ownership.

We appreciate your cooperation in this matter, and if we can be of additional assistance, please contact Mr. Charles Eanes of 512/463-8245.

Sincerely,

Allen Beinke
 Executive Director

Attachment

cc: Mitchell Development Corporation of the Southwest
 2001 Timberlock Place
 The Woodlands, TX 77380

Mrs. Sharon M. Mattox
 Vinson & Elkins
 300 First City Tower
 1001 Fannin
 Houston, TX 77002-6760

TWC-SER/Deer Park Office

00898

TEXAS WATER COMMISSION

RE: USCOE Permit No. 17800
Mitchell Development Corporation
of the Southwest

DREDGE AND FILL CERTIFICATION - ATTACHMENT I

WORK DESCRIPTION: As described in the work section of the Public Notice dated June 20, 1986 and June 25, 1987.

SPECIAL PROVISIONS: Necessary Permit Conditions or Explanation for Waiver:

- a. An average Dissolved Oxygen limitation of 3 mg/l shall be maintained within the canal system.
- b. On a semiannual basis, the applicant shall submit a summary of the tests detailed in Exhibit N. item i of Public Notice 17800 dated June 25, 1987, to the Texas Water Commission, Attn: Water Quality Division, P.O. Box 13087 Capitol Station, Austin, TX 78711-3087.

STANDARD PROVISIONS:

I. GENERAL

This certification is contingent upon the work being accomplished as described in the public notice or certification application and according to the following provisions. This certification is valid for any extension of time, minor revision or maintenance dredging subsequent to the original COE permit but expires concurrently with the final expiration of the applicable United States Army Corps of Engineers permit. Significant changes in the method or location of spoil disposal may require amendment or reissue of this certification.

2. DISCHARGE

- a. The discharge of oil, gasoline, other fuels or materials capable of causing pollution is prohibited.
- b. Commercial or industrial facilities must provide for containment of any spillage which may occur during loading or unloading operations, and for prevention of leakage of chemical products or other contaminants into State waters.
- c. Major off-shore dredge rigs and/or those staying off-shore for extended periods must retain sanitary wastes for disposal onshore in some legal manner.
- d. Marinas and similar facilities shall arrange docks and appurtenances so that shoreside waste receiving and treating facilities can be added to service boats for both sanitary and other wastes as may be required. Provision of these facilities is not required by this certification but arrangements and/or space shall be such that they can be added conveniently.
- e. Materials resulting from the destruction of existing structures shall be removed from the water or areas adjacent to the water and disposed of in some legal manner.

3. TURBIDITY

Adequate methods shall be used to minimize turbidity in state waters during all phases of the project. This includes (as applicable) dredge, decant, fill and

construction. Additionally, adequate methods shall be used to insure minimum turbidity from near and long term erosion from fill, spoil and/or devegetated areas during and following completion of the project.

4. DREDGING AND/OR EXCAVATION

- a. This certification does not authorize dredging, excavation, or spoil disposal other than as detailed in the public notice or certification application or as provided for in "Special Provisions".
- b. If the spoil disposal area is not designated in the public notice or certification application, spoil must be placed in areas approved by the United States Army Corps of Engineers and/or Texas Parks and Wildlife Department.
- c. Hydraulically dredged materials shall be placed in a leveed disposal area having a controlled spillway. A minimum of one hour residence time shall be provided for the spoil's liquid phase. Materials pumped to the area shall be introduced at a point calculated to maximize settlement prior to overflow from the spillway. Liquid overflowing the spillway shall be generally returned to the channel or area being dredged. Hydraulic dredge pipelines shall be periodically inspected for leakage during pumping and any leaks detected shall be corrected before continuing.
- d. If contaminated spoil that was not anticipated or provided for in the permit application is encountered during dredging, dredging operations will be immediately terminated and the Texas Water Commission District Office contacted.

5. PIPELINES

Following installation of pipelines across waterways, waterway bottom and natural shoreline contours shall be restored, to the degree reasonable, to their original configuration and revegetated or otherwise stabilized. Signs shall be posted at crossing points on each side of the waterway identifying the pipeline owner and emergency telephone numbers. Pipelines will be periodically inspected for leaks.

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

JUL 8 1992



Jessie G. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

FILED FOR RECORD

92 JUL -8 PM 2: 17

Jessie G. Kirkendall
COUNTY CLERK
GALVESTON COUNTY, TEXAS

1810/179
book page
18222

AMENDMENT TO RESTRICTIONS

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

THE STATE OF TEXAS 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 inclusive, 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

DEED OF TRUST

BOOK 1810 PAGE 180

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

PAGE SETTER, INC.

By [Signature]
President

LIENHOLDERS



[Signature]
Secretary-Treasurer

RIVER OAKS BANK & TRUST COMPANY

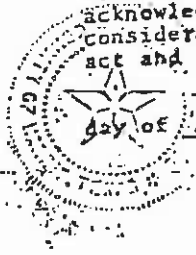
By [Signature]
President

DEED OF TRUST ;
BOOK 1810 PAGE 181

THE STATE OF TEXAS I
COUNTY OF HARRIS I

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 I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared H.R. Dobbin's, known to me to be the person whose name is subscribed to the foregoing instrument, as President of PACE 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.

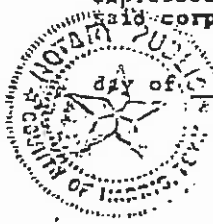


GIVEN under my hand and seal of office this the 18 day of August, 1966.

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

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Benton J. 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 J. ... 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.



AUG 19 1966
Carol J. ...
COUNTY CLERK, Galveston County, Texas

1810
182

1944/493

AMENDMENT TO RESTRICTIONS
PIRATES BEACH, SECTIONS 1
AND 2, GALVESTON, COUNTY
T E X A S

THE STATE OF TEXAS I
 I
COUNTY OF GALVESTON I

57033

WHEREAS, by-instrument dated June 13, 1966, recorded in Book 1798, Page 670 of the Deed Records, in the Office of the County Clerk of Galveston County, Texas, certain restrictive covenants and conditions were imposed upon various lots 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, and upon certain lots 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

WHEREAS, by instrument dated August 18, 1966, recorded in Book 1810, Page 179, of the Deed of Trust Records in the Office of the County Clerk of Galveston County, Texas, such restrictions affecting said subdivisions were amended as therein set forth; and

WHEREAS, such restrictions may be amended by an instrument in writing executed by owners of a majority of the lots in each of said above named subdivisions (each lot entitling its owner to one vote):

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, MITCHELL-DOBBINS LAND CORPORATION, a Texas corporation with offices and principal place of business in Houston, Harris County, Texas, owner of a majority of the lots in each of the above named subdivisions, does by this instrument in writing modify and amend the

DEED OF TRUST
BOOK 1944 PAGE 493

afosaid restrictive instruments in the following particulars:

Paragraph 3 captioned "Dwelling Size" under the Section entitled "Restrictions, Covenants and Conditions" of said instrument dated June 23, 1966, is hereby amended so that such paragraph will hereafter read and be as follows:

"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 the minimum square feet of living area as follows:

"(a) Each such dwelling constructed on any lot in Blocks 1, 2, 3, 4, 5, 6 and 7 of Pirates Beach, Section 2, shall contain not less than 800 square feet of living area.

"(b) Each such dwelling constructed on any one of the remaining lots in Pirates Beach, Sections 1 and 2, described in said instrument dated June 23, 1966, shall each contain not less than 700 square feet of living area."

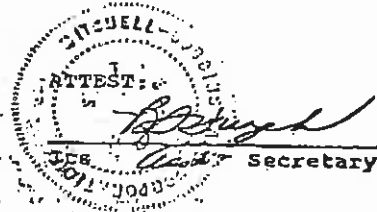
Except as heretofore and as herein amended, all of the provisions of said instrument dated June 23, 1966, recorded in Book 1798, Page 670, of the Deed Records of the County Clerk in Galveston County, Texas, shall remain in full force and effect as originally written.

EXECUTED this the 29 day of MARCH, 1968.

OWNER

MITCHELL-DORRINS LAND CORPORATION

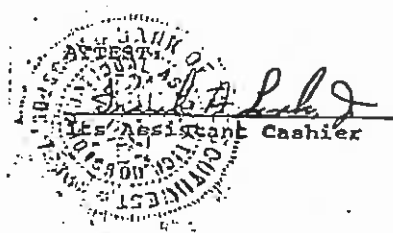
By: [Signature]
Its President



LIENHOLDER

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

By: [Signature]
Its Vice-President



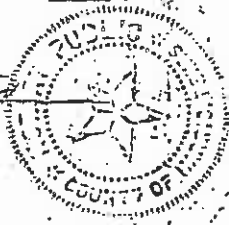
DEED OF TRUST
BOOK 1944 PAGE 494

THE STATE OF TEXAS I
COUNTY OF HARRIS I

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-DOBBINS LAND CORPORATION, a corporation, 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 the 29th day of March, 1968.

Richard A. Maste
NOTARY PUBLIC in and for
Harris County, T e x a s

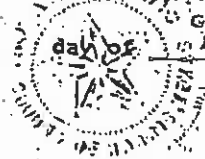


THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared James H. Brown, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice-President of BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, a corporation, 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 the 8th day of April, 1968.

Louis Lee
NOTARY PUBLIC in and for
Harris County, T e x a s



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 district records of Galveston County, Texas as stamped hereon by me.

APR 19 1968



[Signature]
COUNTY CLERK, Galveston County, Texas

DEED OF TRUST
BOOK 1944 PAGE 495

FILED FOR RECORD
at 9:02 o'clock A.M.
APR 19 1968
GERTRUDE McKENNA
CLERK CO. CL. GALVESTON COUNTY, TEXAS
By [Signature] Deputy

AMENDMENT - SECTIONS 1 & 2

Dwelling page

AMENDMENT TO RESTRICTIONS
PIRATES COVE, SECTIONS 1
AND 2, GALVESTON, COUNTY
T E X A S

DEED OF TRUST
BOOK 1944 PAGE 498

THE STATE OF TEXAS
COUNTY OF GALVESTON

I
I
I

57034

WHEREAS, under the provisions of that certain instrument dated July 12, 1967, recorded in Book 1884, on Page 823, of the Deed Records in the Office of the County Clerk of Galveston County, Texas, certain restrictions were imposed upon various lots in Pirates Cove, Section 1, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 1616, Page 128, of the Map Records of Galveston County, Texas, and upon various lots in Pirates Cove, Section 2, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 1616, Page 126 of the Map Records of Galveston County, Texas; and,

WHEREAS, it is the desire of the undersigned owners of a majority of the lots in the aforementioned subdivisions to amend the restrictions contained in the said instrument dated July 12, 1967:

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, owner of a majority of the lots located in the aforementioned subdivisions, does hereby amend the restrictions contained in said instrument dated July 12, 1967, recorded in Book 1884, Page 823, of the Deed Records in the Office of the County Clerk of Galveston County, Texas, in the following particulars:

Paragraph 3 entitled "Dwelling Size" contained in the Section entitled "Restrictions, Covenants and Conditions" is hereby amended so that said paragraph shall hereafter be and read as follows"

"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 the minimum square feet of living area as follows:

"(a) Each such dwelling constructed on any lot located in Blocks 3 and 4 of Pirates Cove, Section 1, shall each contain not less than 800 square feet of living area.

"(b) Each such dwelling constructed on Lots 87 to 95, inclusive, in Block 2, Pirates Cove, Section 2, shall each contain not less than 800 square feet of living area.

"(c) Each such dwelling constructed on Lots 1, to 12, inclusive, in Block 1, and Lots 13 to 86, inclusive, in Block 2, Pirates Cove, Section 2, shall each contain not less than 700 square feet of living area."

Except as herein changed and amended, all of the provisions contained in said instrument dated July 12, 1967, recorded in Book 1884, Page 823 of the Deed Records in the Office of the County Clerk of Galveston County, Texas, shall remain in full force and effect as originally written.

EXECUTED this 29 day of March, 1968.

OWNER

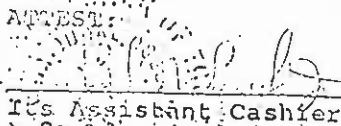
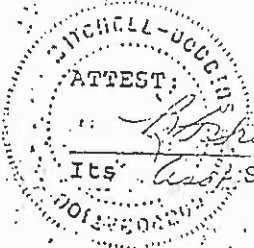
MITCHELL-DOBBINS LAND CORPORATION

By: [Signature]
Its President

LIENHOLDER.

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

By: [Signature]
Its Vice-President



DEED OF TRUST
BOOK 1944 PAGE 497

THE STATE OF TEXAS

COUNTY OF HARRIS

Y
Y
Y

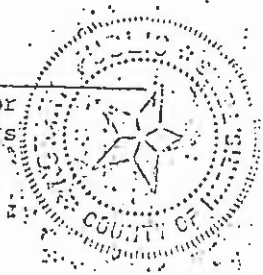
DEED OF TRUST

BOOK 1944 PAGE 498

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-DOBBINS LAND CORPORATION, a corporation, 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 the 29th day of March, 1968.

Richard A. Martin
NOTARY PUBLIC in and for
Harris County, Texas



THE STATE OF TEXAS

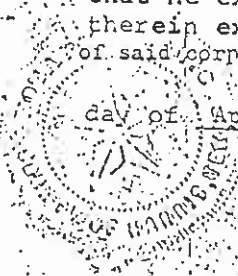
COUNTY OF HARRIS

Y
Y
Y

BEFORE ME, the undersigned authority, on this day personally appeared James K. Brown, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice-President of BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, a corporation, 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 the 8th day of April, A.D., 1968.

Louis Lee
NOTARY PUBLIC in and for
Harris 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.

APR 19 1968



Arthur McKeenna
COUNTY CLERK, Galveston County, Texas

FILED FOR RECORD
at 9:45 o'clock 9 M.
APR 19 1968
BERTRUDE McKENNA
CLERK, CL. GALVESTON COUNTY, TEXAS
By Lilla Hawn Deputy

AMENDMENT TO RESTRICTIONS -- PIRATES COVE,
SECTIONS 1 AND 2, GALVESTON COUNTY, TEXAS

THE STATE OF TEXAS I
COUNTY OF GALVESTON I

DEED OF TRUST
BOOK 1978 PAGE 218

66128

WHEREAS, under the provisions of that certain instrument dated July 12, 1967, recorded in Book 1884, page 823 of the records in the office of the County Clerk of Galveston County, Texas, certain restrictions were imposed upon various lots in Pirates Cove, Section 1, a subdivision in Galveston County, Texas according to the map or plat thereof recorded in Volume 1133, page 128 of the Map Records of Galveston County, Texas, and upon various lots in Pirates Cove, Section 2, a subdivision in Galveston County Texas according to the map or plat thereof, recorded in Volume 1616, page 126, of the Map Records of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were amended in certain particulars by the certain instrument dated April 19, 1968, recorded in Book 1944, page 496 of the records in the office of the County Clerk of Galveston County, Texas; and,

WHEREAS, it is the desire of the undersigned owner of a majority of the lots in the aforementioned subdivisions to further amend the restrictions contained in said instrument dated July 12, 1967:

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, the owner of a majority of the lots located in each of the aforementioned subdivisions, does hereby amend the restrictions contained in said instrument dated July 12, 1967, recorded in Book 1884, page 823 of the records in the office of the County Clerk of Galveston County, Texas, as heretofore amended by said instrument dated April 19, 1968, recorded in Book 1944, page 496 of the records in the office of the County Clerk of Galveston County, Texas, in the following particulars:

Paragraph 3 captioned "Dwelling Size", contained in the section entitled "Restrictions, Covenants, and Conditions" of said instrument dated July 12, 1967, as heretofore amended, is hereby amended so that said Paragraph 3 shall hereafter be and read as follows:

"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 the minimum square feet of living area, the minimum square feet of deck area, and the minimum square feet of storage area as follows:

"(a) Each such dwelling constructed on any lot located in Pirates Cove, Section 1, shall contain not less than 1,000 square feet of living area, not less than 100 square feet of deck area, and not less than 100 square feet of closed-in ground storage area.

"(b) Each such dwelling constructed on Lots 82 to 95, inclusive, in Block Two (2) of Pirates Cove, Section 2, shall contain not less than 1,000 square feet of living area, not less than 250 square feet of deck area, and not less than 100 square feet of closed-in ground storage area.

"(c) Each such dwelling constructed on all lots in Pirates Cove, Section 2, save and except lots listed in sub-paragraph (b) above, shall contain not less than 800 square feet of living area, not less than 200 square feet of deck area, and not less than 60 square feet of closed-in ground storage area."

Paragraph 4 captioned "Type of Construction, Material and Landscape" in the section entitled "Restrictions, Covenants and Conditions" of said instrument dated July 12, 1967 is hereby amended by the addition to said Paragraph 4 of the following sub-paragraphs (k) and (l):

"(k) All houses facing a main boulevard having rolled concrete curbs must install concrete driveways.

"(l) Notwithstanding anything herein contained to the contrary, mobile homes and other building modules meeting the minimum dwelling size requirements may be raised in the subdivisions, provided that no such mobile home or other building modules may be raised in the subdivisions with horizontal or vertical type aluminum siding, and provided further that each such mobile home or other building module raised in the subdivisions must first be approved by Said Committee."

Except as herein changed and amended, all of the provisions contained in said instrument dated July 12, 1967, recorded in Book 1834, Page 823 of the Records in the office of the County Clerk of Galveston County, Texas, shall remain in full force and effect as originally written.

DEED OF TRUST

EXECUTED this 6th day of August, 1968.

OWNER
MITCHELL-DOBBIENS LAND CORPORATION

ATTEST:

[Signature]
Its Assistant Secretary

By: [Signature]
Its President

APPROVED
[Signature]

LEASHOLDER
BANK OF THE SOUTHWEST NATIONAL ASSOCIATION,
HOUSTON

ATTEST:

[Signature]
Its Assistant Cashier

By: [Signature]
Its Vice-President

DEED OF TRUST
BOOK 1978 PAGE 220

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this date personally appeared Wray B. Mitchell, known to me to be the person whose name is subscribed to the foregoing instrument as the President of Mitchell-Dobbins Land Corporation, a Texas corporation, 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 the 6th day of August, 1968.

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

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared [Signature], known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of the Bank of the Southwest National Association, Houston, a Texas corporation, 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 the _____ day of _____, 1968.

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



LIENHOLDER

HOUSTON BANK & TRUST COMPANY

ATTEST:

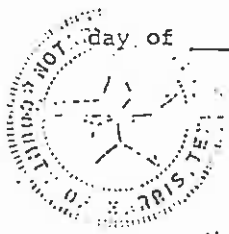
Sam W. Lusk
Its Assistant Cashier

By: [Signature]
Its Vice President.

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Carl R. Graef, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of Houston Bank & Trust Company, a Texas corporation, 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 the 16th day of August, 1968.



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

DORIS BENSON
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

FILED FOR RECORD
at 9 o'clock P M
SEP 3 1968
GERTRUDE McKENNA
CLERK CL. CT. 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 herein by me and was duly recorded in the volume and page of the public records of Galveston County, Texas as stamped herein by me.

SEP 3 - 1968



[Signature]
COUNTY CLERK, Galveston County, Texas

DEED OF TRUST
BOOK 1978 PAGE 221

AMENDMENT TO RESTRICTIONS - PIRATES BEACH, SECTIONS 1 AND 2 - GALVESTON COUNTY, TEXAS

DEED OF TRUST

BOOK 1978 PAGE 222

THE STATE OF TEXAS) (

COUNTY OF GALVESTON) (

66129

WHEREAS, by instrument dated June 13, 1966, recorded in Book 1798, Page 670, of the Records in the office of the County Clerk of Galveston County, Texas, certain restrictive covenants and conditions were imposed upon various lots 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, and upon certain lots 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,

WHEREAS, by instrument dated August 18, 1966, recorded in Book 1810, Page 179, of the Records in the office of the County Clerk of Galveston County, Texas, such restrictions affecting said subdivisions were amended as therein set forth; and,

WHEREAS, by instrument dated March 29, 1968, recorded in Book 1944, Page 493 of the Records in the office of the County Clerk of Galveston County, Texas, such restrictions affecting said subdivisions were further amended as therein set forth; and,

WHEREAS, such restrictions referred to above may be amended by an instrument in writing executed by owners of a majority of the lots in each of the above named subdivisions, (each lot entitling its owner to one vote):

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that Mitchell-Dobbins Land Corporation, a Texas corporation with offices and principal place of business in Houston, Harris County, Texas, acting herein by and through its duly authorized officers, the owner of a majority of the lots in each of the above named subdivisions, does by this instrument in writing modify and amend the aforesaid restrictive covenants, as heretofore amended, in the following particulars:

Paragraph 3 captioned "Dwelling Size" under the section entitled "Restrictions, Covenants and Conditions" of said instrument dated June 13, 1966, as heretofore amended, is hereby changed and amended so that such paragraph will hereafter read and be as follows:

"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 the minimum square feet of living area, minimum square feet of deck area and minimum square feet of storage area as follows:

"(a) Each such dwelling constructed on any lot South of Grand Terre Drive shall contain not less than 900 square feet of living area, not less than 200 square feet of deck area, and not less than 60 square feet of closed-in ground storage area.

"(b) Each such dwelling constructed on any lots North of Grand Terre Drive and South of San Domingo Drive shall contain not less than 800 square feet of living area, not less than 200 square feet of deck area, and not less than 60 square feet of closed-in ground storage area.

"(c) Each dwelling constructed on any lot in Pirates Beach, Section 1, or in Pirates Beach, Section 2, North of San Domingo Drive shall contain not less than 600 square feet of living area (provided each such dwelling contains not less than 250 square feet of deck area), not less than 700 square feet of living area (provided such dwelling contains less than 250 square feet of deck area, but not less than 200 square feet of deck area); and each such dwelling shall contain not less than 60 square feet of closed-in ground storage area."

Paragraph 4 captioned "Type of Construction, Materials and Landscape" under the section entitled "Restrictions, Covenants and Conditions" of said instrument dated June 13, 1966, is hereby amended by the addition to said Paragraph 4 of the following sub-paragraphs (j) and (k):

"(j) All houses facing a main boulevard having rolled concrete curbs must install concrete driveways.

"(k) Notwithstanding anything herein contained to the contrary, mobile homes and other building modules may be raised in said subdivisions provided however that no such mobile home or other building module may be raised with horizontal or vertical type aluminum siding, and provided further that each such mobile home or other building module to be raised in said subdivisions must first be approved by said Committee."

DEED OF TRUST
BOOK 1978 PAGE 223

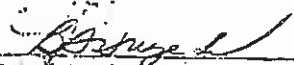
Except as heretofore and as herein amended, all of the provisions of said instrument dated June 13, 1966, Recorded in Book 1790, Page 670 of the Records in the office of the County Clerk of Galveston County, Texas, shall remain in full force and effect as originally written.

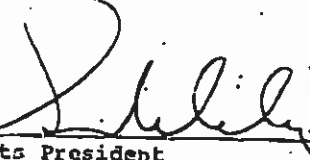
In prior amendments to the said instrument recorded in Book 1790, Page 670 of the Records in the Office of the County Clerk of Galveston County, Texas, by error or mistake the date of said instrument was sometimes stated to be June 23, 1966, instead of the correct date as herein given, i.e., June 13, 1966, and this instrument is executed and recorded for the further purpose of correcting such error or mistake.

DEED OF TRUST
BOOK 1978 PAGE 224

EXECUTED this the 6th day of August, 1968.

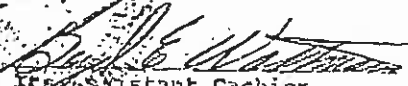
OWNER
MITCHELL-DOBBS LAND CORPORATION

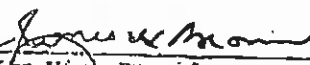
ATTEST:

Its Assistant Secretary


By: 
Its President

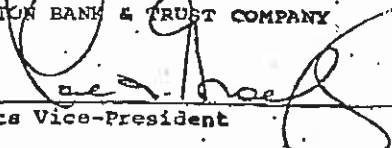
APPROVED


LIENHOLDER
BANK OF THE SOUTHWEST NATIONAL ASSOCIATION,
HOUSTON

ATTEST:

Its Assistant Cashier

By: 
Its Vice-President

ATTEST:

Its Assistant Cashier

HOUSTON BANK & TRUST COMPANY
By: 
Its Vice-President

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this date personally appeared George G. Mitchell, known to me to be the person whose name is subscribed to the foregoing instrument as the President of Mitchell-Dobbins Land Corporation, a Texas Corporation, 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 the 6th day of August, 1968.

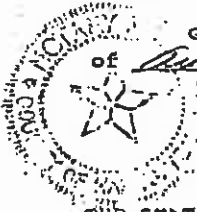
Raymond S. Nolan
NOTARY PUBLIC in and for
Harris County, Texas

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared James N. Beason, known to me to be the person whose name is subscribed to the foregoing instrument as Vice-President of the Bank of the Southwest National Association, Houston, a Texas Corporation, 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 the 13th day of August, 1968.

James N. Beason
NOTARY PUBLIC in and for
HARRIS COUNTY, Texas

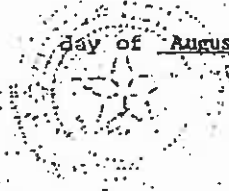


THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Carl R. Graef, known to me to be the person whose name is subscribed to the foregoing instrument as Vice-President of Houston Bank & Trust Company, a Texas corporation, 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 the 16th day of August, 1968.

Raymond S. Nolan
NOTARY PUBLIC in and for
Harris County, Texas



DEED OF TRUST
BOOK 1978 PAGE 225

DEED OF TRUST
BOOK 1978 PAGE 226

FILED FOR RECORD
AT 9 o'clock P.M.
SEP 3, 1968
GERTRUDE McKENNA
CLERK CO. CL. GALVESTON COUNTY, TEXAS
By *William J. Guthrie* 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 public records of Galveston
County, Texas as stamped herein by me.

SEP 3 - 1968



William J. Guthrie
COUNTY CLERK, Galveston County, Texas

AMENDMENT TO RESTRICTIONS
PIRATES BEACH, SECTIONS 1 and 2
GALVESTON COUNTY, TEXAS

THE STATE OF TEXAS I 5903
COUNTY OF GALVESTON I

DEED OF TRUST
BOOK 2088 PAGE 549

WHEREAS, pursuant to the provisions of that certain instrument dated June 13, 1966, recorded in Book 1798, Page 670, of the Records in the Office of the County Clerk of Galveston County, Texas, certain restrictions were imposed upon lots 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, and upon lots 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,

WHEREAS, the aforesaid restrictions were amended in certain particulars by that certain instrument dated August 18, 1966, recorded in Book 1810, Page 179, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were further amended in certain particulars by that certain instrument dated March 29, 1968, recorded in Book 1944, Page 493, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were further amended in certain particulars by that certain instrument dated August 6, 1968, recorded in Book 1978, Page 222, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, it is the desire of the undersigned owner of a majority of the lots in the aforementioned Subdivisions to further amend the restrictions contained in said instrument dated June 13, 1966;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, MITCHELL-DOBBINS LAND CORPORATION, a Texas corporation, with its offices and principal place of business in the City of Houston,

DEED OF TRUST
 BOOK 2088 PAGE 550

Harris County, Texas, acting herein by and through its duly authorized officers, the owner of a majority of the lots located in each of the aforementioned Subdivisions, does hereby amend the restrictions contained in said instrument dated June 13, 1966, recorded in Book 1798, Page 670, of the Records in the Office of the County Clerk of Galveston County, Texas, as heretofore amended by said instruments dated August 18, 1966, March 29, 1968, and August 6, 1968, recorded, respectively, in Book 1810, Page 179, Book 1944, Page 493, and Book 1978, Page 222, of the Records in the Office of the County Clerk of Galveston County, Texas, in the following particulars:

Paragraph 1 contained in the section entitled "Maintenance Charge" is hereby amended by the addition to said Paragraph 1 of the following provision:

"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 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-Dobbins Land Corporation, 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 property owners to increase such maintenance charges as herein provided."

Paragraph 2 contained in the section entitled "Maintenance Charge" is hereby amended by adding the words "public and/or private roads and/or streets (including, but not limited to, access roads)" following the word "paths" in line 4 of said Paragraph 2, so that said line 4 will now read as follows:

"... 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,..."

EXCEPT as heretofore and as herein amended, all of the provisions in said instrument dated June 13, 1966, recorded in Book 1798, Page 670, of the Records in the Office of the County Clerk of Galveston County, Texas, shall remain in full force and effect as originally written.

EXECUTED this 4th day of March, 1970.

DEED OF TRUST

OWNER: BOOK 2088 PAGE 551
MITCHELL-DOBBINS LAND CORPORATION

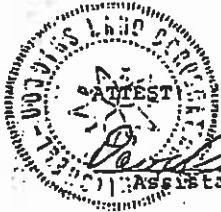
By: [Signature]
Vice President

LIENHOLDERS:
BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

By: _____
Vice President

HOUSTON BANK & TRUST COMPANY

By: _____
Vice President



ATTEST:

Assistant Cashier

ATTEST:

Assistant Cashier

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared M. H. Thompson, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of MITCHELL-DOBBINS LAND CORPORATION, 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 4th day of March, 1970.

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



THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, 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 ____ day of _____, 1970.

DEED OF TRUST
BOOK 2088 PAGE 552

Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of HOUSTON BANK & TRUST COMPANY, 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 ____ day of _____, 1970.

Notary Public in and for
Harris County, Texas

FILED FOR RECORD
at 2:00 o'clock P.M.
MAR 11 1970
GERTRUDE MCKENNA
CLERK CO. CL. GALVESTON COUNTY, TEXAS
by *Debra M. Trust* 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.



MAR 11 1970
Debra M. Trust
COUNTY CLERK Galveston County, Texas

001-95-1918

8234235

AMENDMENT TO RESTRICTIONS
PIRATES BEACH, SECTIONS 1 AND 2
GALVESTON COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

We, the undersigned, being the owners of a majority of the lots in Pirates Beach, Section 1, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Book 1616, Page 66, of the Map Records of Galveston County, Texas and Pirates Beach, Section 2, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Book 1616, Page 67, of the Map Records of Galveston County, Texas, do hereby amend any and all restrictions covering and affecting Pirates Beach, Sections 1 and 2, as follows:

All present restrictions of record in the Office of the County Clerk of Galveston County, Texas, covering and affecting Pirates Beach, Sections 1 and 2, shall, from and after the effective date of this amendment, cover and apply to Lots 1 through 13, in Block 28, and Lots 1 through 30, in Block 29, of Pirates Beach, Section 1, and all lots in Pirates Beach, Section 2. Except for lots or portions thereof used by public entities for street or highway purposes, all remaining lots in Pirates Beach, Section 1, shall be restricted to residential use.

EXECUTED in multiple original counterparts, each of which shall have the full force and effect of an original, but constituting only one instrument, this 19th day of October, 1982.

Description

See "EXHIBIT A" attached hereto and made apart hereof for all purposes.

Owner(s)

MITCHELL DEVELOPMENT CORPORATION, OF THE SOUTHWEST

By: James L. Sasser
Name: James L. Sasser
Title: Vice President

ATTEST:

By: _____
Name: _____
Title: _____

001-85-1920

THE STATE OF TEXAS §
COUNTY OF *Galveston* §

This instrument was acknowledged before me
on October 19, 1982, by James L. Sasser
Vice President of Mitchell Development of the Southwest, a
Texas corporation, on behalf of said corporation.



Patricia A. Holmes
Notary Public
State of Texas

PATRICIA A. HOLMES
Notary Public in and for State of Texas
My Commission Expires 8/1/88

5905 AMENDMENT TO RESTRICTIONS
PIRATES COVE, SECTIONS 1 and 2
GALVESTON COUNTY, TEXAS

DEED OF TRUST
BOOK 2088 PAGE 557

THE STATE OF TEXAS X
 X
COUNTY OF GALVESTON X

WHEREAS, pursuant to the provisions of that certain instrument dated July 12, 1967, recorded in Book 1884, Page 823, of the Records in the Office of the County Clerk of Galveston County, Texas, certain restrictions were imposed upon lots in Pirates Cove, Section 1, a Subdivision in Galveston County, Texas, according to the Map or Plat thereof recorded in Book 1616, Page 128, of the Records in the Office of the County Clerk of Galveston County, Texas, and upon lots in Pirates Cove, Section 2, a Subdivision in Galveston County, Texas, according to the Map or Plat thereof recorded in Book 1616, Page 126, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were amended in certain particulars by that certain instrument dated March 29, 1968, recorded in Book 1944, Page 496, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were further amended in certain particulars by that certain instrument dated August 6, 1968, recorded in Book 1978, Page 218, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were further amended in certain particulars by that certain instrument dated May 16, 1969, recorded in Book 2036, Page 205, of the records in the office of the County Clerk of Galveston County, Texas; and,

WHEREAS, it is the desire of the undersigned owner of a majority of the lots in the aforementioned Subdivisions to further amend the restrictions contained in said instrument dated July 12, 1967;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, MITCHELL-DOBBINS LAND CORPORATION, a Texas corporation, with its offices and principal place of business in the City of Houston,

BOOK 2088 PAGE 558

Harris County, Texas, acting herein by and through its duly authorized officers, the owner of a majority of the lots located in each of the aforementioned Subdivisions, does hereby amend the restrictions contained in said instrument dated July 12, 1967, recorded in Book 1884, Page 823, of the Records in the Office of the County Clerk of Galveston County, Texas, as heretofore amended by said instruments dated March 29, 1968, August 6, 1968, and May 16, 1969, recorded, respectively, in Book 1944, Page 496, Book 1978, Page 218, and Book 2036, Page 205, of the Records in the Office of the County Clerk of Galveston County, Texas, in the following particulars:

Paragraph 1 contained in the section entitled "Maintenance Charge" is hereby amended by the addition to said Paragraph 1 of the following provision:

"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 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-Dobbins Land Corporation, 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 property owners to increase such maintenance charges as herein provided."

Paragraph 2 contained in the section entitled "Maintenance Charge" is hereby amended by adding the words "public and/or private roads and/or streets (including, but not limited to, access roads)" following the word "paths" in line 4 of said Paragraph 2, so that said line 4 will now read as follows:

"...sidewalks (if any), paths, public and/or private roads and/or streets (including, but not limited to, access roads), canals, parks, playgrounds, boat launching...."

EXCEPT as heretofore and as herein amended, all of the provisions in said instrument dated July 12, 1967, recorded in Book 1884, Page 823, of the Records in the Office of the County Clerk of Galveston County, Texas, shall remain in full force and effect as originally written.

EXECUTED this 14th day of March, 1970.

DEED OF TRUST

OWNER:

BOOK 2088 PAGE 559

MITCHELL-DOBBINS LAND CORPORATION

ATTEST:

[Signature]
Assistant Secretary

By: [Signature]
Vice President

LIENHOLDERS:

ATTEST:

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

Assistant Cashier

By: _____
Vice President

ATTEST:

HOUSTON BANK & TRUST COMPANY

Assistant Cashier

By: _____
Vice President

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared [Signature], known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of MITCHELL-DOBBINS LAND CORPORATION, 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 14th day of March, 1970.

[Signature]
Notary Public and for
Harris County, Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, 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 _____ day of _____, 1970.

DEED OF TRUST
BOOK 2088 PAGE 560

Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of HOUSTON BANK & TRUST COMPANY, 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 _____ day of _____, 1970.

Notary Public in and for
Harris County, Texas

FILED FOR RECORD
at 9:00 o'clock 2 M
MAR 11 1970
GERTRUDE McKENNA
CLERK CO. CL. GALVESTON COUNTY, TEXAS
By Selma Muscat 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.



MAR 11 1970

Gertrude McKenna
COUNTY CLERK, Galveston County, Texas

6350 AMENDMENT TO RESTRICTIONS
PIRATES BEACH, SECTIONS 1 and 2
GALVESTON COUNTY, TEXAS

THE STATE OF TEXAS I DEED OF TRUST
COUNTY OF GALVESTON X BOOK 2090 PAGE 890

WHEREAS, pursuant to the provisions of that certain instrument dated June 13, 1966, recorded in Book 1799, Page 670, of the Records in the Office of the County Clerk of Galveston County, Texas, certain restrictions were imposed upon lots 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, and upon lots 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,

WHEREAS, the aforesaid restrictions were amended in certain particulars by that certain instrument dated August 18, 1966, recorded in Book 1810, Page 179, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were further amended in certain particulars by that certain instrument dated March 29, 1968, recorded in Book 1944, Page 493, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were further amended in certain particulars by that certain instrument dated August 6, 1968, recorded in Book 1978, Page 222, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, it is the desire of the undersigned owner of a majority of the lots in the aforementioned Subdivisions to further amend the restrictions contained in said instrument dated June 13, 1966;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, MITCHELL-DOBBS LAND CORPORATION, a Texas corporation, with its offices and principal place of business in the City of Houston,

Harris County, Texas, acting herein by and through its duly authorized officers, the owner of a majority of the lots located in each of the aforementioned Subdivisions, does hereby amend the restrictions contained in said instrument dated June 13, 1966, recorded in Book 1798, Page 670, of the Records in the Office of the County Clerk of Galveston County, Texas, as heretofore amended by said instruments dated August 18, 1966, March 29, 1968, and August 6, 1968, recorded, respectively, in Book 1810, Page 179, Book 1944, Page 493, and Book 1978, Page 222, of the Records in the Office of the County Clerk of Galveston County, Texas, in the following particulars:

Paragraph 1 contained in the section entitled "Maintenance Charge" is hereby amended by the addition to said Paragraph 1 of the following provision:

"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 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-Dobbins Land Corporation, 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 property owners to increase such maintenance charges as herein provided."

Paragraph 2 contained in the section entitled "Maintenance Charge" is hereby amended by adding the words "public and/or private roads and/or streets (including, but not limited to, access roads)" following the word "paths" in line 4 of said Paragraph 2, so that said line 4 will now read as follows:

"... 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...."

DEED OF TRUST
BOOK 2090 PAGE 891

DEED OF TRUST
BOOK 2090 PAGE 992

EXCEPT as heretofore and as herein amended, all of the provisions in said instrument dated June 13, 1966, recorded in Book 1798, Page 670, of the Records in the Office of the County Clerk of Galveston County, Texas, shall remain in full force and effect as originally written.

EXECUTED this 4th day of March, 1970.

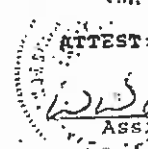


ATTEST:
[Signature]
Assistant Secretary

OWNER:

MITCHELL-DOBBINS LAND CORPORATION

By: [Signature]
Vice President



ATTEST:
[Signature]
Assistant Cashier

LIENHOLDERS:

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

By: [Signature]
Vice President



ATTEST:
[Signature]
Assistant Cashier

HOUSTON BANK & TRUST COMPANY

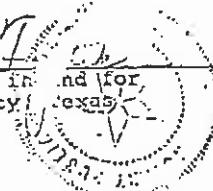
By: [Signature]
Vice President

THE STATE OF TEXAS I
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared M. D. Thompson, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of MITCHELL-DOBBINS LAND CORPORATION, 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 4th day of March, 1970.

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



DEED OF TRUST

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BOOK 2090 PAGE 893

BEFORE ME, the undersigned authority, on this day personally appeared HERBERT F. POYNER, JR., known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, 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 13th day of March, 1970.



Bertha H. Anderson
Notary Public in and for
Harris County, Texas
BERTHA H. ANDERSON, NOTARY PUBLIC
IN & FOR HARRIS COUNTY, TEXAS

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Carl R. Graf, Sr. Vice President, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of HOUSTON BANK & TRUST COMPANY, 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 20th day of March, 1970.

Doris D. Anderson
Notary Public in and for
Harris County, Texas

FILED FOR RECORD
at 9:00 o'clock P.M.
MAR 26 1970
GERTRUDE McKENNA
CLERK CO. OF GALVESTON COUNTY, TEXAS
By Elizabeth M. ... Deputy

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



MAR 26 1970
Gertrude McKenna
COUNTY CLERK, Galveston County, Texas

DEED OF TRUST
BOOK 2120 PAGE 706

AMENDMENT TO RESTRICTIONS
PIRATES BEACH, SECTIONS 1 AND 2 14419
GALVESTON COUNTY, TEXAS

THE STATE OF TEXAS I
COUNTY OF GALVESTON I

WHEREAS, pursuant to the provisions of that certain instrument dated June 13, 1966, recorded in Book 1798, Page 670, of the Records in the Office of the County Clerk of Galveston County, Texas, certain restrictions were imposed upon lots in Pirates Beach, Section 1, a Subdivision in Galveston County, Texas, according to the Map or Plat thereof recorded in Book 1616, Page 66, of the Map Records of Galveston County, Texas, and upon lots in Pirates Beach, Section 2, a Subdivision in Galveston County, Texas, according to the Map or Plat thereof recorded in Book 1616, Page 67, of the Map Records of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were amended in certain particulars by that certain instrument dated August 18, 1966, recorded in Book 1810, Page 179, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were further amended in certain particulars by that certain instrument dated March 29, 1968, recorded in Book 1944, Page 493, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were further amended in certain particulars by that certain instrument dated August 6, 1968, recorded in Book 1978, Page 222, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were further amended in certain particulars by that certain instrument dated March 4, 1970, recorded in Book 2090, Page 890, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, it is the desire of the undersigned owner of a majority of the lots in the aforementioned Subdivisions to

further amend the restrictions contained in said instrument dated June 13, 1966:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, GMA DEVELOPMENT CORPORATION (formerly Mitchell-Dobbins Land Corporation), a Texas corporation, with its offices and principal place of business in the City of Houston, Harris County, Texas, acting herein by and through its duly authorized officers, the owner of a majority of the lots located in the aforementioned Subdivisions, does hereby amend the restrictions contained in said instrument dated June 13, 1966, recorded in Book 1798, Page 670, of the Records in the Office of the County Clerk of Galveston County, Texas, as heretofore amended by said instruments dated August 18, 1966, March 29, 1968, August 6, 1968, and March 4, 1970, recorded, respectively, in Book 1810, Page 179, Book 1944, Page 493, Book 1978, Page 222, and Book 2090, Page 890, of the Records in the Office of the County Clerk of Galveston County, Texas, in the following particulars:

DEED OF TRUST
 BOOK 2120 PAGE 707

Paragraph 4 (j) added to said restrictions by the aforesaid amendment dated August 6, 1968, recorded in Book 1978, Page 222, of the Records in the Office of the County Clerk of Galveston County, Texas, is hereby amended so that said Paragraph 4 (j) shall hereafter read and be as follows:

"4 (j) All houses must install concrete driveways, and such concrete driveways shall extend to the street pavement. Notwithstanding the foregoing, however, the Pirates Beach and Pirates 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."

EXCEPT as heretofore and as herein amended, all of the provisions in said instrument dated June 13, 1966, recorded in Book 1798, Page 670, of the Records in the Office of the County Clerk of Galveston County, Texas, shall remain in full force and effect as originally written.

EXECUTED this 23rd day of July, 1970.

DEED OF TRUST

BOOK 2120 PAGE 708

OWNER:

GMA DEVELOPMENT CORPORATION



Bernard F. Clark
Assistant Secretary

By: B. Clark
Vice President

LIENHOLDERS:

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

ATTEST:

Assistant Cashier

By: _____
Vice President

ATTEST:

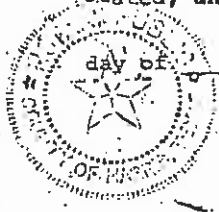
Assistant Cashier

HOUSTON BANK & TRUST COMPANY

By: _____
Vice President

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Bernard F. Clark, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of GMA DEVELOPMENT CORPORATION, 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 23rd day of July, 1970.

Janice Bourgeois
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS I
COUNTY OF HARRIS I

DEED OF TRUST
BOOK 2120 PAGE 709

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, 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 _____ day of _____, 1970.

Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of HOUSTON BANK & TRUST COMPANY, 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 _____ day of _____, 1970.

Notary Public in and for
Harris County, Texas

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed on this 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.



JUL 27 1970

Gertrude McKenna
COUNTY CLERK, Galveston County, Texas

FILED FOR RECORD
At 11:00 o'clock AM
JUL 27 1970
GERTRUDE McKENNA
CLERK OF CT. GALVESTON COUNTY, TEXAS
Donna M. Mucut Deputy

16823

AMENDMENT TO RESTRICTIONS
PIRATES BEACH, SECTIONS 1 AND 2
GALVESTON COUNTY, TEXAS

THE STATE OF TEXAS X
 X
 COUNTY OF GALVESTON X

DEED OF TRUST

BOOK 2128 PAGE 591

WHEREAS, pursuant to the provisions of that certain instrument dated June 13, 1966, recorded in Book 1798, Page 670, of the Records in the Office of the County Clerk of Galveston County, Texas, certain restrictions were imposed upon lots in Pirates Beach, Section 1, a Subdivision in Galveston County, Texas, according to the Map or Plat thereof recorded in Book 1616, Page 66, of the Map Records of Galveston County, Texas, and upon lots in Pirates Beach, Section 2, a Subdivision in Galveston County, Texas, according to the Map or Plat thereof recorded in Book 1616, Page 67, of the Map Records of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were amended in certain particulars by that certain instrument dated August 18, 1966, recorded in Book 1810, Page 179, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were further amended in certain particulars by that certain instrument dated March 29, 1968, recorded in Book 1944, Page 493, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were further amended in certain particulars by that certain instrument dated August 6, 1968, recorded in Book 1978, Page 222, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were further amended in certain particulars by that certain instrument dated March 4, 1970, recorded in Book 2090, Page 890, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, it is the desire of the undersigned owner of a majority of the lots in the aforementioned Subdivisions to

DEED OF TRUST

BOOK 2128 PAGE 592

further amend the restrictions contained in said instrument dated June 13, 1966:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, GMA DEVELOPMENT CORPORATION (formerly Mitchell-Dobbins Land Corporation), a Texas corporation, with its offices and principal place of business in the City of Houston, Harris County, Texas, acting herein by and through its duly authorized officers, the owner of a majority of the lots located in the aforementioned Subdivisions, does hereby amend the restrictions contained in said instrument dated June 13, 1966, recorded in Book 1798, Page 670, of the Records in the Office of the County Clerk of Galveston County, Texas, as heretofore amended by said instruments dated August 18, 1966, March 29, 1968, August 6, 1968, and March 4, 1970, recorded, respectively, in Book 1810, Page 179, Book 1944, Page 493, Book 1978, Page 222, and Book 2090, Page 890, of the Records in the Office of the County Clerk of Galveston County, Texas, in the following particulars:

Paragraph 4 (j) added to said restrictions by the aforesaid amendment dated August 6, 1968, recorded in Book 1978, Page 222, of the Records in the Office of the County Clerk of Galveston County, Texas, is hereby amended so that said Paragraph 4 (j) shall hereafter read and be as follows:

"4 (j) All houses must install concrete driveways, and such concrete driveways shall extend to the street pavement. Notwithstanding the foregoing, however, the Pirates Beach and Pirates 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."

EXCEPT as heretofore and as herein amended, all of the provisions in said instrument dated June 13, 1966, recorded in Book 1798, Page 670, of the Records in the Office of the County Clerk of Galveston County, Texas, shall remain in full force and effect as originally written.

EXECUTED this 23rd day of July, 1970 DEED OF TRUST

BOOK 2128 PAGE 593

OWNER:

GMA DEVELOPMENT CORPORATION

By: B. I. Zell
Vice President

ATTEST:
[Signature]
Assistant Secretary

LIENHOLDERS:

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

By: [Signature]
Vice President

ATTEST:
[Signature]
Assistant Cashier

HOUSTON BANK & TRUST COMPANY

By: [Signature]
Senior Vice President

ATTEST:
[Signature]
Assistant Cashier

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Bernard F. Clark, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of GMA DEVELOPMENT CORPORATION, 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 23rd day of July, 1970.

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

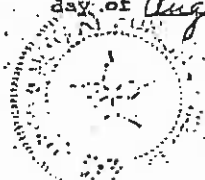
DEED OF TRUST

THE STATE OF TEXAS
COUNTY OF HARRIS

I BOOK 2128 PAGE 594
I

BEFORE ME, the undersigned authority, on this day personally appeared FRANK E. MCGONAGILE, JR., known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, 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 12th day of August, 1970.



Bertha H. Andrews
Notary Public in and for
Harris County, Texas

BERTHA H. ANDREWS, NOTARY PUBLIC
IN & FOR HARRIS COUNTY, TEXAS

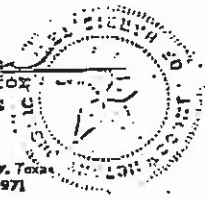
THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Carl R. Graef, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of HOUSTON BANK & TRUST COMPANY, 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 20th day of August, 1970.

Doris Benson
Notary Public in and for
Harris County, Texas

DORIS BENSON
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1971



FILED FOR RECORD
at 9 o'clock A M
SEP 3 1970
GERTRUDE MCKENNA
CLERK CO. CL. GALVESTON COUNTY, TEXAS
By Patricia Throckmold 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 same records of Galveston County, Texas as stamped hereon by me.



SEP 3 1970

Patricia Throckmold
COUNTY CLERK, Galveston County, Texas

Rec'd 6/1/80
 D/3/44 RC:dad 4-16-80

001-20-1001

8114728 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 28, Pirates Beach, Section 1, a Subdivision in Galveston County, Texas, according to the Map or Plat thereof recorded in Volume 1616, Page 60, 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 JUNE 13, 1964, recorded in Volume 1798, Page 670, of the Deed Records of Galveston County, Texas; and, *As Amended*.

WHEREAS, the Restrictions provide for the imposition against each lot in the Pirates Beach, Section 1, 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 1, 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 1, 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 1, 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,

001-20-1002

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 1, 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

001-20-1003

streets in the Pirates ^{Block}, Section 1, 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 herof, Mitchell

001-20-1004

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 23rd day of MAY, 1980.

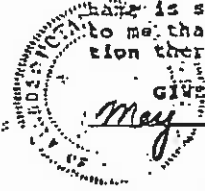
[Signature]
Charles Swartz
Charles Swartz

MITCHELL DEVELOPMENT CORPORATION
OF THE SOUTHWEST

BY [Signature]
James L. Lasser
James L. Lasser
Vice-President

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
1140015

BEFORE ME, the undersigned authority, on this day personally appeared Charles Swartz, 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.



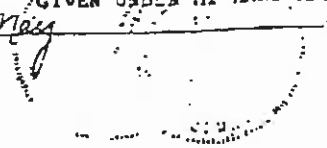
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of May, 1980.

[Signature]
Notary Public for the
State of Texas W.F. WEAVER, JR.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
1140015

BEFORE ME, the undersigned authority, on this day personally appeared Charles Swartz, 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 23rd day of May, 1980.



[Signature]
Notary Public for the
State of Texas W.F. WEAVER, JR.

001-20-1105

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared James L. Smith 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 19th day of May, 1981



James L. Smith
Notary Public for the
State of Texas James L. Smith

RETURN: PSIS
MITCHELL DEVELOPMENT CORP
RT. 1, BOX 149B
GALVESTON, TEXAS 77551
ATTN: J. L. SMITH

FILED FOR RECORD
1:30
MAY 22 1981
James L. Smith
CLERK CO. CL. GALVESTON, TEX.

SEAL OF TEXAS COUNTY OF GALVESTON
I hereby certify that the within and that of the date and year therein stated by me and was duly recorded in the public records of the County of Galveston, Texas, on
MAY 22 1981
James L. Smith
CLERK OF GALVESTON COUNTY, TEXAS