

DEED OF TRUST,
BOOK 1798 PAGE 670

THE STATE OF TEXAS |

COUNTY OF GALVESTON |

14499

WHEREAS, MITCHELL & MITCHELL LAND DEVELOPMENT CO.,
PACE SETTER INC., GEORGE P. MITCHELL, NORMAN R. DOBBINS, JINX
K. DOBBINS, GEORGE J. PRAPPAS and FAYE A. PRAPPAS (hereinafter some-
times 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 in-
clusive, 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 there-
of, recorded in Volume 1616, Page 67, of the Map
Records of Galveston County, Texas; and

Lots 1 to 14, both inclusive, in Block 17; 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 re-
ferred to as "said lots" and as "said property"; and,

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That,
MITCHELL & MITCHELL LAND DEVELOPMENT CO., a Texas corporation
with office and principal place of business in the City of Houston, Texas,
PACE SETTER INC., a Texas corporation with office and principal place of
business in the City of Houston, Texas (said corporations being herein-
after sometimes referred to as "Developers"), GEORGE P. MITCHELL,

NORMAN R. DOBBINS, JINX K. DOBBINS, GEORGE J. PRAPPAS and FAYE A. PRAPPAS, all of Harris County, Texas, owners of all of said property, do hereby adopt, establish and impose the following reservations, restrictions, covenants and conditions upon said property, which shall constitute covenants running with the title to the land and shall inure to the benefit of said Owners, their respective successors and assigns, and to each and every purchaser of said property, their successors and assigns, and any one of said beneficiaries shall have the right to enforce these restrictions using whatever legal method is deemed advisable.

RESTRICTIONS, COVENANTS AND CONDITIONS

1. Land Use and Building Type. Said lots shall be used for residential purposes only, and only one detached single-family dwelling shall be erected on any one lot.

2. Architectural Control and Construction Time. No structure of any type shall be constructed, placed or altered on any of said lots unless and until plans, specifications and location of such structure shall all have been approved by the Pirates Beach and Pirates Cove Architectural Committee (hereinafter sometimes referred to as "said committee"), as hereinafter established. The standards for approval of such structures shall be in compliance with these restrictions, quality of materials and workmanship, the external design in relation to existing structures, and the location with respect to topography of said property. The term "structures" as used herein shall be held to mean and include buildings, fences, house trailers, walls, swimming pools, playground equipment and outdoor cooking or eating facilities of a permanent nature. After the plans for construction have been approved and the pilings have been set, the lot owner or builder shall have a maximum of six (6) months to complete the exterior. Said maximum period shall include the painting and staining, and clean-up of all construction materials from the site.

3. Dwelling Size. Only one detached single-family type dwelling may be erected on any one of said lots, and each such dwelling shall contain not less than 600 square feet of living area.

4. 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 Pirates Beach and Pirates Cove Architectural Committee.

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

(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. Each piling must have a three-quarter inch (3/4") hole drilled at the top and bottom and each house must have available on the premises at all times cable and cross-bracing which can be installed with

DEED OF TRUST.

BOOK 1798 PAGE 672

a minimum of effort during the hurricane season starting August 15th. Such cables and cross-bracing must be removed and stored not later than February 1st of the ensuing year. Notwithstanding the foregoing, however, said cables and cross-bracing may be installed at any time at the discretion of the owner or occupant of the premises in the event weather conditions warrant such installation.

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

(f). The main floor of each house must be at least thirteen (13') feet above mean high tide, except in the area between the shore line and Grand Terre Drive, in which area such distance shall be at least fifteen (15') feet.

(g). Toilet facilities of all houses shall be installed inside each such house, and shall be connected, before use, with a septic tank, provided by the lot owner. 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. Nothing herein contained to the contrary or seemingly to the contrary shall prevent the installation and use of sanitary sewer facilities of any water district or other governmental authority in said subdivisions.

(h). Developers recommend that all piling be sunk to a depth of at least ten (10') feet.

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

5. Location of Improvements. No building 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, except that buildings erected on lots costing \$3,000.00 or more may not be located nearer than ten (10') feet to any side lot line. 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.

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

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

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

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

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 or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, or in the event any garbage, trash or rubbish is allowed to remain on the premises for a longer period of time than one (1) week, the undersigned Developers, their successor 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 and rubbish 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 occupation of any of said lots, to pay such statement immediately upon receipt thereof.

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

12. Filling and Digging or Removal of Dirt. The digging of dirt or the removal of any dirt from any lot is especially prohibited except where necessary in conjunction with landscaping or in conjunction with construction being done on such lot. No filling material which will have the effect of changing the grade level of any lot shall be placed on such lot without the prior approval in writing of the Pirates Beach and Pirates Cove Architectural Committee.

13. Signs and Billboards. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any lot without the prior consent in writing of the Pirates Beach and Pirates Cove Architectural Committee. The undersigned Developers or the members of said committee shall have the right to remove any such signs, advertisements, billboards or structures placed on any of said lots without such consent, and in so doing shall not be liable for trespass or other tort in connection therewith or arising from such removal.

14. Hunting. All hunting rights on said property are retained by the undersigned Developers, their successors and assigns, and without the express permission from said Developers, their successors and assigns,

DEED OF TRUST
BOOK 1798 PAGE 674

or their duly authorized agents, purchasers of said property, their heirs, successors or assigns, shall not have the right to hunt on or from said property or any part thereof.

15. Treasures and Artifacts. The undersigned Developers jointly reserve a one-half (1/2) interest in all treasures and artifacts found on any property within the above named subdivisions.

16. Water Service.

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

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

17. Docking and Mooring Facilities, and Riparian Rights. In the event the premises abut or border any canal or other 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. 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 said Developers, their successors or assigns. Furthermore, all boats operated, anchored or docked in any manner in any of said canals must be approved by the Pirate's Beach and Pirate's Cove Architectural Committee as to appearance, size and amount of noise made by its motors in order that no unsightly, oversized or unusually loud boats will be allowed in any of said canals.

MAINTENANCE CHARGE

1. Each lot in Pirate's Beach, Sections 1 and 2, except as hereinafter provided, is hereby subject to an annual maintenance charge of a minimum of \$36.00 and a maximum of \$54.00 (unless an increase therein is approved by vote of a majority of the owners of said lots, each lot entitling its owner to one vote) for the purpose of creating a fund to be known as a "Maintenance Fund". An additional maintenance charge of \$12.00 is hereby levied against all lots in Blocks 3, 4, 5, 6 and 7, of Pirate's Beach, Section 2, to take care of additional maintenance required on such lots during the months of May to October, inclusive. Said maintenance charge shall be due and payable annually in advance on or before the first day of July of each year beginning July 1, 1966, to Pirate's Beach and Pirate's Cove Architectural Committee at its office in Houston, Texas. The maintenance charge on any lot purchased after July 1st of any year (covering the period of time from the purchase thereof to June 30th of the ensuing year) shall be prorated in the proportion that the number of months remaining prior to July 1st of such ensuing year bears to a whole year. All maintenance charges referred to herein, together with any and all liens securing payment of the same, are hereby transferred, assigned and conveyed to said committee. It is expressly agreed that all unsold lots owned by the undersigned Developers, their successors or assigns, shall be excluded from such maintenance charge, and further that the only obligation of the said Developers in connection with the purposes for which said Maintenance Fund

has been created is to keep the grass and weeds mowed on all such unsold lots. Notwithstanding the foregoing, however, said Developers may, at their sole option, assume and agree to pay other expenditures for the benefit of owners or occupants of lots in the above-named subdivisions.

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

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

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

GENERAL PROVISIONS

1. Term. These covenants shall run with the title to the land and shall be binding upon all of said owners and all of the persons claiming under them for a period of twenty-five (25) years from the date these covenants are filed for record in the office of the County Clerk of Galveston County, Texas, at which time these covenants shall be extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of said lots has been recorded changing said covenants in whole or in part. Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any of such covenants or restrictions either to restrain

DEED OF TRUST
BOOK 1798 PAGE 676

such violation or proposed violation, or to recover damages. Such enforcement may be by the owner of any of said lots, by the Pirates Beach and Pirates Cove Civic Club, or otherwise as may be provided by law.

2. Responsibility of Developers. It is expressly understood and agreed that the undersigned Developers assume no obligation, responsibility or liability in the execution of these reservations, restrictions, covenants and conditions, and further that any or all reservations, restrictions, covenants and conditions herein of a beneficial nature may be assigned, transferred and conveyed to a Civic Club after said Developers are reasonably assured that said Civic Club is able to function for the benefit of all owners of lots in said subdivisions.

3. Severability. Invalidation of any one 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.

4. Lienholders. The undersigned lienholders join in the execution hereof solely as lienholders for the purpose of subordinating such liens to these restrictions, covenants and conditions.

5. Amendment of Prior Restrictions. These restrictions, ⁹⁵⁶ covenants and conditions supersede those certain restrictions affecting a portion of Pirates Beach, Section 2, recorded in Volume 1732, Page 117 to 122 of the Deed of Trust Records of Galveston County, Texas.

6. Counterparts. It is understood that this instrument may be executed in several counterparts and that each such executed counterpart may be filed for record and shall have the full force and effect of an original.

7. 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 conditions herein contained.

WITNESS the execution hereof on this the 13 day of JUNE, 1966.

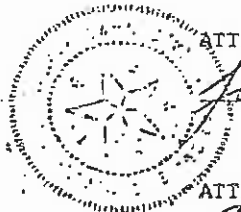
OWNERS

MITCHELL & MITCHELL LAND
DEVELOPMENT CO.

By: [Signature]
President

PAGE SETTER INC.

By: [Signature]
President



ATTEST:
[Signature]
Asst-Secretary



ATTEST:
[Signature]
Secretary

Jinx K. Dobbins

 Jinx K. Dobbins

Faye A. Prappas

 Faye A. Prappas

Norman R. Dobbins

 Norman R. Dobbins

George J. Prappas

 George J. Prappas

George P. Mitchell

 George P. Mitchell

LIENHOLDERS

Thelma Lee Ostermeyer

Anna G. Tellefson

ATTEST:

Mrs. Hilda Boone

 Secretary Asst. Cashier

William Ostermeyer

SOUTHERN NATIONAL BANK

By *W. H. ...*

 Vice President

 Etta Millie Desormesux, Individually and
 as Independent Executrix of the Estate of
 Emma Ostermeyer, Deceased

 Belle Kenney, Independent Executrix of
 the Estate of Emma Ostermeyer, Deceased

James August Ostermeyer

Robert R. Desormeaux

Emmie Henrietta Leona Schafer

Fred W. Schafer

Belle Louise Kenney

John Kenney

Fredericka Katherine Alice Scofella

Jean Edmond Hosey

E. H. Thornton

DEED OF TRUST
BOOK 1798 PAGE 678

THE STATE OF TEXAS |
COUNTY OF HARRIS |

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 13 day of June A.D., 1966.

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

THE STATE OF TEXAS |
COUNTY OF HARRIS |

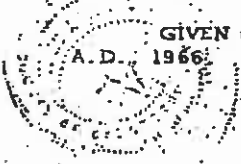
BEFORE ME, the undersigned authority, on this day personally appeared N.R. Dobbins, known to me to be the person whose name is subscribed to the foregoing instrument, as President of PACE SETTER INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 13 day of June A.D., 1966.

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

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared NORMAN R. DOBBINS, and wife, JINX K. DOBBINS, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed; and the said JINX K. DOBBINS, wife of said NORMAN R. DOBBINS, having been examined by me privily and apart from her husband, and having the same fully explained to her, the said JINX K. DOBBINS, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



GIVEN under my hand and seal of office this the 13 day of June A.D., 1966.

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

THE STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE J. PRAPPAS, and wife, FAYE A. PRAPPAS, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed; and the said FAYE A. PRAPPAS, wife of said GEORGE J. PRAPPAS, having been examined by me privily and apart from her husband, and having the same fully explained to her, the said FAYE A. PRAPPAS, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



GIVEN under my hand and seal of office this the 13 day of June

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

THE STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE P. MITCHELL, 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.



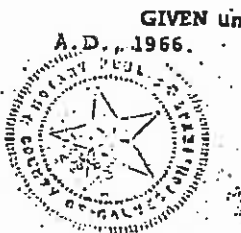
GIVEN under my hand and seal of office this the 13 day of June

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

THE STATE OF TEXAS |

COUNTY OF GALVESTON |

BEFORE ME, the undersigned authority, on this day personally appeared ANNA G. TELLEFSON, a widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



GIVEN under my hand and seal of office this the 3rd day of June

Owens Barber
Notary Public in and for
Galveston County, Texas

DEED OF TRUST
BANK 1798 FILE 680

THE STATE OF TEXAS |
COUNTY OF GALVESTON |

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM OSTERMEYAR, and wife, THELMA LEE OSTERMEYAR, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed; and the said THELMA LEE OSTERMEYAR, wife of said WILLIAM OSTERMEYAR, having been examined by me privily and apart from her husband, and having the same fully explained to her, the said THELMA LEE OSTERMEYAR, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

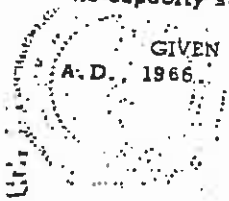
GIVEN under my hand and seal of office this the _____ day of _____ A.D., 1966.

Notary Public in and for
Galveston County, Texas

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared W. G. Baber, Vice President, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of SOUTHERN NATIONAL BANK, a banking 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 June A.D., 1966.



Carole E. Pope

Notary Public in and for
Harris County, Texas

CAROLE E. POPE
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1967

THE STATE OF TEXAS |
COUNTY OF GALVESTON |

BEFORE ME, the undersigned authority, on this day personally appeared ETIA MILLIE DESORMEAUX, Individually and as Independent Executrix of the Estate of Emma Ostermeyer, Deceased, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____ A.D., 1966.

Notary Public in and for
Galveston County, Texas

14499

FILED FOR RECORD
 JUN 23 1966
 3:10 of clock
 GERTRUDE MCKENNA
 CLERK, CO. CLERK, DALLAS COUNTY, TEXAS
John P. ... Deputy

STATE OF TEXAS

County of Garza
 I hereby certify that this instrument was filed in the
 date and time specified herein by me and was duly recorded
 in the index and sale of the records of Garza
 County, Texas as depicted herein by me.

JUN 23 1966



County Clerk, Garza County, Texas
John P. ...

Return:
George J. ... PAID
1089 Houston Club Bldg.
Houston, Texas 77002

DEED OF TRUST
 BOOK 1798 PAGE 681

1810/179
book/page

18222

AMENDMENT TO RESTRICTIONS

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

THE STATE OF TEXAS I
 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 in-
clusive, 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

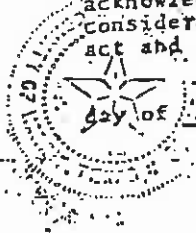
By [Signature]
President

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. Debbins, known to me to be the person whose name is subscribed to the foregoing instrument, as President of SPACE 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.

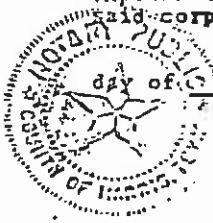


GIVEN under my hand and seal of office this the 18 day of August, 1966.

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 Bentley B. Burt, 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.

Bentley B. Burt
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 Loats 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 named records of Galveston County, Texas as stamped herein by me.
AUG 19 1966
Loats
COUNTY CLERK, Galveston County, Texas

1810

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

aforesaid 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."

DEED OF TRUST
BOOK 1944 PAGE 494

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-DOBINS LAND CORPORATION

By: [Signature]
Its President

ATTEST:
[Signature]
Secretary

LIENHOLDER

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

By: [Signature]
Its Vice-President

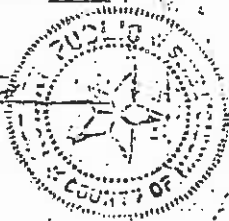
ATTEST:
[Signature]
Assistant Cashier

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Charles 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, T e x a s

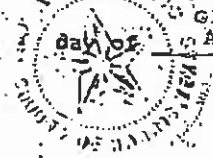


THE STATE OF TEXAS I
COUNTY OF HARRIS I

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 herein by me and was duly recorded in the volume and page of the indexed records of Galveston County, Texas as stamped herein by me.

APR 19 1968



Benjamin
COUNTY CLERK, Galveston County, Texas

DEED OF TRUST
BOOK 1944 PAGE 495

FILED FOR RECORD
at 9:00 o'clock AM
APR 19 1968
GERTRUDE McKENNA
CLERK CO. CL. GALVESTON COUNTY, TEXAS
By Bill Green 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 496

THE STATE OF TEXAS
COUNTY OF GALVESTON

Y
Y
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

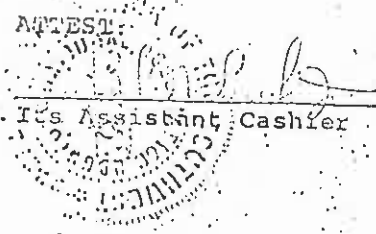
MITCHELL-DOBBINS LAND CORPORATION

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

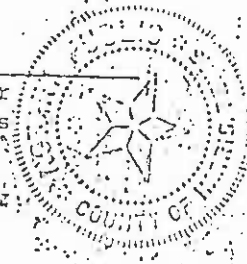
Y
Y
Y

DEED OF TRUST
BOOK 1944 PAGE 498

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

Kathryn A. Martin
NOTARY PUBLIC in and for
Harris County, T e x a s



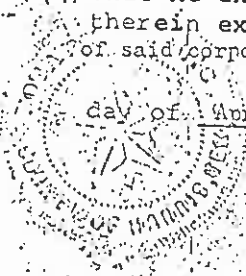
THE STATE OF TEXAS
COUNTY OF HARRIS

Y
Y
Y

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, A.D., 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 named records of Galveston County, Texas as stamped hereon by me.

APR 19 1968



Bertrude McKenna
COUNTY CLERK, Galveston County, Texas

FILED FOR RECORD
9:05 o'clock 9 M.
APR 19 1968
BERTRUDE McKENNA
CLERK GALVESTON COUNTY, TEXAS
By Lilla Green 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 1333, 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 250 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 83 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 1034, 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

1070

EXECUTED this 6th day of August, 1968.

OWNER
MITCHELL-DOBBS LAND CORPORATION

ATTEST:
[Signature]
Its Assistant Secretary

By: [Signature]
Its President

APPROVED:
[Signature]

LEASER
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 Walter B. Mitchell, known to me to be the person whose name is subscribed to the foregoing instrument as the President of Mitchell-Dobbs 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:

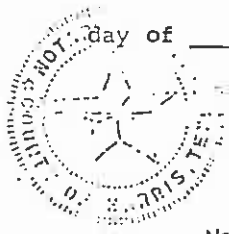
Sam W. Lusk
Its Assistant Cashier

By: Carl R. Graef
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.



Doris Benson
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 CO. CL. GALVESTON COUNTY, TEXAS
By Catrina Quintana 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 records of Galveston County, Texas as stamped herein by me.

SEP 3 - 1968



Gertrude McKenna
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 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.

In prior amendments to the said instrument recorded in Book 1798, 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-DODDINS LAND CORPORATION

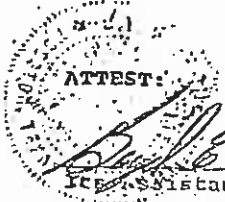


[Signature]
Its Assistant Secretary

By: [Signature]
Its President

APPROVED
[Signature]

LIENHOLDER
BANK OF THE SOUTHWEST NATIONAL ASSOCIATION,
HOUSTON



[Signature]
Its Assistant Cashier

By: [Signature]
Its Vice-President

[Signature]
Its Assistant Cashier

HOUSTON BANK & TRUST COMPANY
By: [Signature]
Its Vice-President

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this date personally appeared George P. 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.

Rayna S. Nolan
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 N. Beaumont, 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.

Shirley Abbott
NOTARY PUBLIC in and for
HARRIS COUNTY, T e x a s

DEED OF TRUST

BOOK 1978 PAGE 225

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.

Rayna S. Nolan
NOTARY PUBLIC in and for
Harris County, T e x a s

DEED OF TRUST
BOOK 1978 PAGE 226

FILED FOR RECORD
 at 9 o'clock PM
 SEP 3 1968
 GERTRUDE McKENNA
 CLERK CO. CL. GALVESTON COUNTY, TEXAS
Gertrude McKenna Deputy

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

SEP 3 - 1968



Gertrude McKenna
 COUNTY CLERK, Galveston County, Texas

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

THE STATE OF TEXAS I 5903
 I
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: M. D. Shannon, Jr.
Vice President

LIENHOLDERS:

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

By: _____
Vice President

HOUSTON BANK & TRUST COMPANY

By: _____
Vice President



[Signature]
Assistant Secretary

ATTEST:

Assistant Cashier

ATTEST:

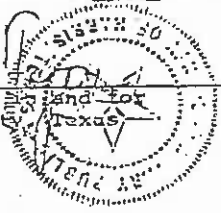
Assistant Cashier

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared M. D. Shannon, 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 _____ M
MAR 11 1970
GERTRUDE McKENNA
CLERK CO. CL. GALVESTON COUNTY, TEXAS
By *Debra Thru* 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 certified records of Galveston County, Texas as stamped herein by me.



MAR 11 1970

Gertrude McKenna
COUNTY CLERK, Galveston County, Texas

001-85-1918

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* c

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 6/1/89

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 4th day of March, 1970.

DEED OF TRUST

OWNER:

BOOK 2088 PAGE 559

MITCHELL-DOBBINS LAND CORPORATION

ATTEST:

Paul Benjamin
Assistant Secretary

By:

M. D. Simpson
Vice President

LIENHOLDERS:

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

ATTEST:

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 M. D. Simpson, 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.

James L. ...
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 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 9:30 o'clock 2 M
MAR 11 1970
GERTRUDE McKENNA
CLERK CO. CL. GALVESTON COUNTY, TEXAS
By Johnnie 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 I BOOK 2090 PAGE 890

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-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 1610, 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
NOV 20 2001 11:48 AM

DEED OF TRUST
BOOK 2090 PAGE 892

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

LIENEHOLDERS:

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

By: [Signature]
Vice President



ATTEST:

[Signature]
Assistant Cashier

HOUSTON BANK & TRUST COMPANY

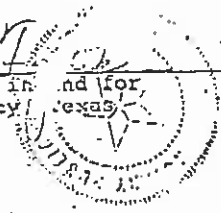
By: [Signature]
Vice President

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared M. D. [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 4th day of March, 1970.

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



DEED OF TRUST

BOOK 2090 PAGE 893

THE STATE OF TEXAS I
COUNTY OF HARRIS I

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
JERINA M. ANDRUECS, NOTARY PUBLIC
IN A 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.

Dennis D. Cotter
Notary Public in and for
Harris County, Texas

FILED FOR RECORD
at 2:00 o'clock P M.
MAR 26 1970
GERTRUDE MCKENNA
CLERK CO. CL GALVESTON COUNTY, TEXAS
Elizabeth M. ... 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 shown herein by me.
MAR 26 1970
Elizabeth M. ...
COUNTY CLERK, Galveston County, Texas

DEED OF TRUST
BOOK 2120 PAGE 706

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

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:

RECORDED IN 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

DEED OF TRUST

THE STATE OF TEXAS I
COUNTY OF HARRIS I

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 county 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
Deborah Mueat Deputy

16823

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

THE STATE OF TEXAS I
 I
 COUNTY OF GALVESTON I

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: [Signature]
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

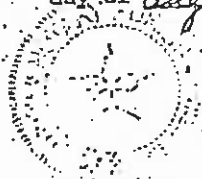
DEED OF TRUST

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. MCGONAGLE, 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 R. Anderson
Notary Public in and for
Harris County, Texas

BERTHA R. 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. 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 Melvin Throckmold 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 named records of Galveston County, Texas as stamped herein by me.



SEP 3 1970

Gertrude McKenna
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 5
COUNTY OF GALVESTON 5

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 JULY 13, 1962, 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

001-26-1003

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

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

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

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.

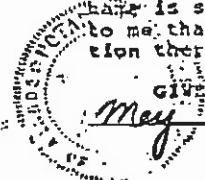
Glady's Swartz
Glady's Swartz
GLADYS SWARTZ

MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST

BY James L. Lasser
James L. Lasser
VICE-PRESIDENT

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
114015

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

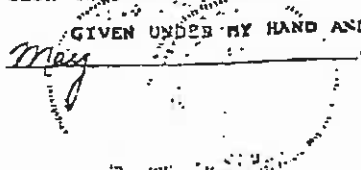


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of 1980.

W.F. Wardenburg
Notary Public for the State of Texas W.F. WARDENBURG

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
114015

BEFORE ME, the undersigned authority, on this day personally appeared GLADYS 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 1980.

W.F. Wardenburg
Notary Public for the State of Texas W.F. WARDENBURG

001-20-1105

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Frank L. Essig 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



Minette W. Kott
Notary Public for the
State of Texas Minette W. Kott

Return: **PAID**
MITCHELL DEVELOPMENT CORP
RT. 1, BOX 149B
GALVESTON, TEXAS 77551
ATTN: T. M. SMITH

FILED FOR RECORD
1:30
MAY 22 1981
Clerk of Court
CLERK CO. CT. GALVESTON, TEX.

STATE OF TEXAS COUNTY OF CALHOUN
I hereby certify that the above instrument was filed in the
public records of this county on the date and hour stated
in the official public records of this county at Galveston,
Texas, on
MAY 22 1981
Minette W. Kott
Notary Public for the State of Texas