



**DEED  
RESTRICTIONS**

PIRATES COVE

SECTION 2 (1 & 2)

PIRATES COVE, SECTIONS ONE AND TWO  
GALVESTON COUNTY, TEXAS

PC Sect. 1 & 2

THE STATE OF TEXAS  
COUNTY OF GALVESTON

WHEREAS, MITCHELL-DOBBS LAND CORPORATION, a Texas corporation (hereinafter sometimes called "Owner"), is the Owner of the following described property situated in Galveston County, Texas, to-wit:

Lots 1 to 40, both inclusive, in Block 1, and Lots 1 to 42, both inclusive, in Block 2, comprising Eighty-Two (82) lots, all in PIRATES COVE, SECTION 1, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume Page of the Map Records of Galveston County, Texas; and

Lots 1 to 12, both inclusive, in Block 1, and Lots 13 to 95, both inclusive, in Block 2, comprising Ninety-Five (95) lots, all in PIRATES COVE, SECTION 2, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume Page 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, it is the desire of said Owner 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 Owner as well as future owners of Said Property:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, MITCHELL-DOBBS 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, does 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 Owner, its 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. No commercial activity shall be conducted on or from any of said residential lots.

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 in writing by the Pirates Beach and Pirates Cove Architectural Committee (hereinafter sometimes referred to as "Said Committee"), to be established by Owner. 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

GRAND OF TRUST

to front on the street along which such lot has the least amount of frontage, except houses on the Bay or those houses which have been exempted by Said Committee by reason of outstanding or unusual design. No fence shall be erected in front of the front building setback line, and no rear yard fencing shall be higher than four (4) feet.

6. Easements. Easements for the installation and maintenance of utilities, drainage facilities, road 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, live-stock, 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. 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, then Mitchell-Dobbins Land Corporation, its 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 such garbage, trash and rubbish so as to place said lot in a neat, attractive, healthful and sanitary condition, in which case said Mitchell-Dobbins Land Corporation, its successors and assigns, 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.

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

11. 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

MAINTENANCE CHARGE

1. Each lot in Pirates Cove, Sections 1 and 2, except as hereinafter provided, is hereby subjected to an annual maintenance charge of a minimum of \$36.00 and a maximum of \$72.00 (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, except that the maximum sum may not exceed \$120.00 per year), for the purpose of creating a fund to be known as a "Maintenance Fund." 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, 1967, to Pirates Beach and Pirates Cove Architectural Committee at its office, 1089 Houston Club Building 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 Mitchell-Dobbins Land Corporation shall be excluded from such maintenance charge, and further that the only obligation of the said Mitchell-Dobbins Land Corporation, 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 Mitchell-Dobbins Land Corporation may, at its sole option, assume and agree to pay other expenditures for the benefit of owners or occupants of lots in the above-named subdivisions.

2. All sums accruing to such Maintenance Fund may 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, canals, parks, playgrounds, boat launching facilities, esplanades, collecting and disposing of garbage, trash and rubbish, as applied to general upkeep, including cleaning of beach and other recreational facilities, 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.

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared George P. Mitchell, President of MITCHELL-DOBBINS LAND CORPORATION, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12 day of July, 1967.

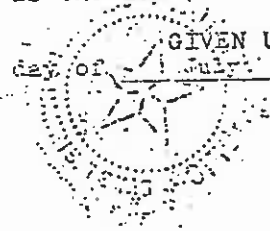


Morris L. Smith  
Notary Public, in and for Harris  
County, Texas

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared John W. Sparks, Assistant, Vice President of BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument; and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of July, 1967.



Emmet A. Robinson  
Notary Public, in and for Harris  
County, Texas

FILED FOR RECORD  
at 9 o'clock A M  
AUG 14 1967  
GERTRUDE McKENNA  
CLERK CO. CL. GALVESTON COUNTY, TEXAS  
BY Gertrude McKenna

CLERK OF DISTRICT COURT  
I hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of Galveston County, Texas as stamped herein by me.



AUG 14 1967  
Gertrude McKenna  
COUNTY CLERK, Galveston County, Texas

TRUST  
PAGE 1884 PAGE 829

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 1684, 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

ATTEST:  
[Signature]  
Its Secretary

LIENHOLDER

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

By: [Signature]  
Its Vice-President

ATTEST:  
[Signature]  
Its Assistant Cashier

DEED OF TRUST  
BOOK 1944 PAGE 497

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 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, 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:

EXECUTED this 6<sup>th</sup> day of August, 1968.

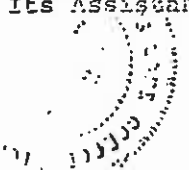
OWNER  
MITCHELL-DOBBS LAND CORPORATION

ATTEST:

[Signature]  
Its Assistant Secretary

By: [Signature]  
Its President

APPROVED:  
[Signature]



LEINHOLDER  
BANK OF THE SOUTHWEST NATIONAL ASSOCIATION,  
HOUSTON

DEED OF TRUST  
BOOK 1978 PAGE 220

ATTEST:  
[Signature]  
Its Assistant Cashier

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 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 6<sup>th</sup> day of August, 1968.

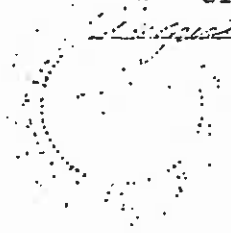
[Signature]  
NOTARY PUBLIC in and for  
Harris County, T e x a s

THE STATE OF TEXAS     I  
COUNTY OF HARRIS     I

BEFORE ME, the undersigned authority, on this day personally appeared James H. Munn, 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 14<sup>th</sup> day of August, 1968.

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





83127

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

THE STATE OF TEXAS     I  
                                  I  
COUNTY OF GALVESTON    I

DEED OF TRUST  
BOOK 2036 PAGE 205

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, 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:

DEED OF TRUST  
BOOK 2036 PAGE 207

"An easement is hereby reserved on, over and across all lots in said Subdivision for the installation and maintenance of a temporary sewage gathering and disposal system utilizing mechanical disposal units such as "Cavittete" or similar type units. At such time as a central disposal system has been installed in said Subdivision and such temporary lines and mechanical units removed, this easement shall thereupon become abandoned and all lots in said Subdivision shall thereafter be free and clear thereof. Nothing herein contained shall alter or affect any permanent utility easement shown on the plat or set forth in the restrictions."

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.

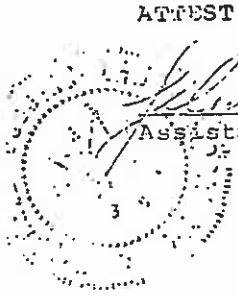
In prior amendments to the said instrument recorded in Book 1884, Page 823 of the Records in the Office of the County Clerk of Galveston County, Texas, by error or mistake the date of the first amendment to said restrictions recorded in Book 1944, Page 496 of the Records in the Office of the County Clerk of Galveston County, Texas was stated to be April 19, 1968, instead of the correct date as herein given, i.e., March 29, 1968, and this instrument is executed and recorded for the further purpose of correcting such error or mistake.

EXECUTED this 16<sup>th</sup> day of May, 1969.

OWNER:

MITCHELL-DOBBINS LAND CORPORATION

ATTEST:

 [Signature]  
Assistant Secretary

By: [Signature]  
Vice President

APPROVED:  
[Signature]

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

DEED OF TRUST  
BOOK 2036 PAGE 209

BEFORE ME, the undersigned authority, on this day personally appeared JOHN W. SPARKS Assistant Vice President, 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 22nd day of May, 1969.

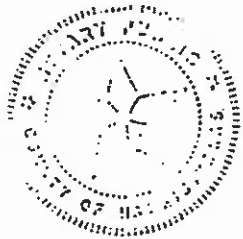


[Signature]  
Notary Public in and for Harris County,  
TEXAS

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared 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 16th day of May, 1969.



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

WELLSBANK STARR  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1971

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.

MAY 26 1969



[Signature]  
COUNTY CLERK, Galveston County, Texas

FILED FOR RECORD  
at 2 o'clock P M  
MAY 26 1969  
CENTRO D. DE KENNA  
CLERK OF CL. GALVESTON COUNTY, TEXAS  
[Signature] Deputy

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...."

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 9:15 o'clock 2 M  
MAR 11 1970  
GERTRUDE McKENNA  
CLERK CO. CL. GALVESTON COUNTY, TEXAS  
By Sylvia Throckmorton 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.



MAR 11 1970  
Gertrude McKenna  
COUNTY CLERK, Galveston County, Texas

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:

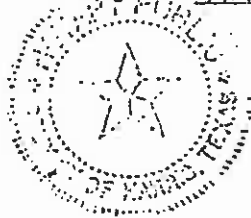
"...sidewalks (if any), paths, public and/or private roads and/or streets (including, but not limited to, access roads), canals, parks, playgrounds, boat launching...."

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

DEED OF TRUST  
BOOK 2090 PAGE 901

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

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Carl R. Graef, 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.

Lois A. Cochran  
Notary Public in and for  
Harris County, Texas

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

MAR 26 1970



Gertrude McKenna  
COUNTY CLERK, Galveston County, Texas

FILED FOR RECORD  
at Two o'clock P M  
MAR 26 1970  
GERTRUDE McKENNA  
CLERK CO. CL. GALVESTON COUNTY, TEXAS  
By Lois A. Cochran Deputy

EXCEPT as heretofore and as hercin 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.

TRUST

2090 PAGE 900

EXECUTED this 4th day of March, 1970.

OWNER:

MITCHELL-DOBBINS LAND CORPORATION

By: [Signature]  
Vice President *DB*

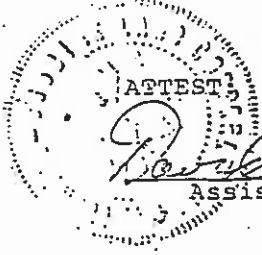
LIENHOLDERS:

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

By: [Signature]  
Vice President

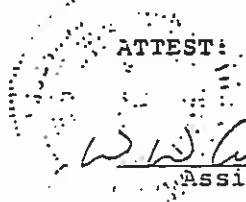
HOUSTON BANK & TRUST COMPANY

By: [Signature]  
Vice President



ATTEST:

[Signature]  
Assistant Secretary



ATTEST:

[Signature]  
Assistant Cashier

ATTEST:

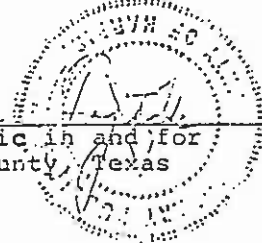
[Signature]  
Assistant Cashier

THE STATE OF TEXAS    X  
COUNTY OF HARRIS    X

BEFORE ME, the undersigned authority, on this day personally appeared M. R. Thompson, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of MITCHELL-DOBBINS LAND CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of March, 1970.

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





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

DEED OF TRUST

OF 2090 PAGE 898

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,

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

By:

M. D. Thompson  
Vice President

LIENHOLDERS:

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

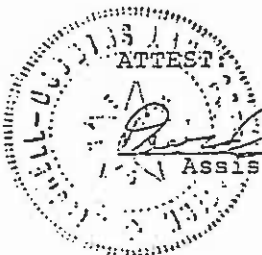
By:

\_\_\_\_\_  
Vice President

HOUSTON BANK & TRUST COMPANY

By:

\_\_\_\_\_  
Vice President



ATTEST:

\_\_\_\_\_  
Assistant Cashier

ATTEST:

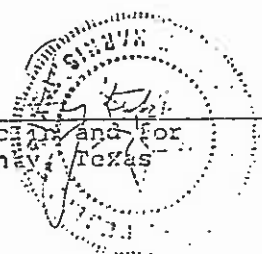
\_\_\_\_\_  
Assistant Cashier

THE STATE OF TEXAS    X  
COUNTY OF HARRIS    X

BEFORE ME, the undersigned authority, on this day personally appeared M. D. Thompson, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of MITCHELL-DOBBINS LAND CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of March, 1970.

[Signature]  
Notary Public and For  
Harris County, Texas



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 Sub-division 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,

LIENHOLDERS:

DEED OF TRUST

BOOK 2036 PAGE 208

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

ATTEST:

[Signature]  
Assistant Cashier

By: [Signature]  
Vice President

ATTEST:

[Signature]  
Assistant Cashier

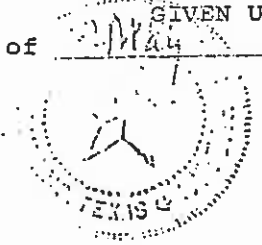
HOUSTON BANK & TRUST COMPANY

By: [Signature]  
Vice President

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared M.D. Thompson, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of MITCHELL-DOBBINS LAND CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16<sup>th</sup> day of May, 1969.



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

DEED OF TRUST  
BOOK 2036 PAGE 206

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, 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 and August 6, 1968, recorded, respectively, in Book 1944, Page 496 and Book 1978, Page 218, of the Records in the Office of the County Clerk of Galveston County, Texas, in the following particulars:

Paragraph 2 of said instrument dated July 12, 1967, entitled "Architectural Control and Construction Time" contained in the Section entitled "Restrictions, Covenants and Conditions" is hereby amended by the addition to said Paragraph 2 of the following:

"The water tap fee and sewer connection fee provided for herein shall be paid in cash at the time such plans and specifications are submitted to Said Committee for approval."

Paragraph 4 (h) contained 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 (h) of the following:

LIENHOLDER

HOUSTON BANK & TRUST COMPANY

ATTEST:

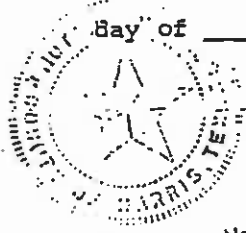
Sam W. Lusk  
Its Assistant Cashier

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

LED FOR RECORD  
9 o'clock P M  
SEP 3 1968  
ERTRUDE McKENNA  
CLERK CO. CL. GALVESTON COUNTY, TEXAS  
Ertrude McKenna 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.



SEP 3 - 1968

Ertrude McKenna  
COUNTY CLERK, Galveston County, Texas

DEED OF TRUST  
BOOK 1978 PAGE 221

"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 88 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 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.

DEED OF TRUST

BOOK 1978 PAGE 219





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        I  
                                  I  
COUNTY OF GALVESTON     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:

5. Lot owners in Pirates Beach and Pirates Cove shall have the use of the combined recreational facilities within said subdivisions.

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 June 23, 1966, at which time these covenants shall be extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of Said Lots has been recorded changing said covenants in whole or in part. Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any of such covenants or restrictions either to restrain such violation or proposed violation, or to recover damages. Such enforcement may be by the owner of any of Said lots, by the Pirates Beach and Pirates Cove Civic Club, or otherwise as may be provided by law.

2. Responsibility of the Owner. It is expressly understood and agreed that the undersigned Mitchell-Dobbins Land Corporation assumes no obligation, responsibility or liability in the execution of these reservations, restrictions, covenants and conditions, and further that any or all assignable provisions contained in these reservations, restrictions, covenants and conditions may be assigned, transferred and conveyed to a Civic Club at any time Owner is 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 or more of these covenants by judgment or other court order shall in nowise affect any of the other provisions hereof, and such other provisions shall remain in full force and effect.

4. Amendments of These Restrictions. These restrictions may be amended at any time by the approval of a majority of the lot owners in said subdivisions, each lot entitling its owner to one vote. Such approval shall be evidenced by written instrument duly executed and acknowledged and filed for record in Galveston County, Texas.

5. Headings. All sections and paragraph headings used herein are for convenience only and shall have no efficacy in construing any of the restrictions, covenants and/or conditions herein contained.

6. Joinder of Lienholder. The undersigned lienholder joins in the execution hereof solely as lienholder for the purpose of subordinating its liens to these restrictions, reservations, covenants and conditions, with the understanding, however, that (a) except to the extent of subordinating its liens to the restrictions, reservations, covenants and conditions herein provided for, such liens are continued in full force and effect as first and prior liens upon the properties described in the security instruments given to secure the indebtednesses now or hereafter held by the lienholder, and (b) such subordination excepts from the operation thereof any charge, fee or lien created in this instrument which under any theory or circumstance could be prior or equal to the liens held by the lienholder.

IN WITNESS WHEREOF, these presents have been executed on this the 12<sup>th</sup> day of July, 1967.

OWNER

MITCHELL-DOBBINS LAND CORPORATION

By: [Signature]  
President

LIENHOLDER

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

By: [Signature]  
Vice President

ATTEST:  
[Signature]  
Assistant Secretary

ATTEST: [Signature]  
Assistant Cashier

BOOK OF 10001  
INDEX 1884 PAGE 928

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.

12. 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 Mitchell-Dobbins Land Corporation, its successors and assigns, 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 therefrom.

13. Hunting. No hunting will be permitted within said subdivisions.

14. Treasures and Artifacts. The undersigned Mitchell-Dobbins Land Corporation reserves a one-half (1/2) interest in all treasures and artifacts found on any property within the above named subdivisions.

15. Water Service.

(a) A water-tap fee of \$150.00 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 owner.

16. Docking and Mooring Facilities, and Riparian Rights.

(a) In the event any of said lots in Pirates Cove, Section 2, abut or border any interior canal, the lot conveyed shall include any and all land to the center of any such canal, subject to the rights of other lot owners to use such canals as set forth on the subdivision plans.

(b) No pier, docks or mooring facilities shall extend more than ten (10) feet into such Canal. The plans and specifications for such piers, docks and mooring facilities must be approved in writing by Mitchell-Dobbins Land Corporation, its successors or assigns, and must conform to standard design supplied by the said Mitchell-Dobbins Land Corporation, its successors or assigns. It is understood that in approving piers, docks and mooring facilities for the following lots, special limitations as to size and location thereof will be imposed by Mitchell-Dobbins Land Corporation, its successors or assigns, and that the foregoing general restrictions covering such matters shall not apply to such lots, to-wit:

Pirates Cove, Section 1: Lots 13, 14, 15, 22, 23, 24, 27, 28, 29, 30, 31, 36, 37, 38, and 39, Block 1.

Pirates Cove, Section 2: Lots 50, 51, 70 and 71, Block 2.

(c) No boat may be tied to bulkheading. A buffer of piling must be installed in a manner approved by Said Committee.

(d) All boats operated, anchored or docked in any manner in any of said canals must be approved by the Pirates Beach and Pirates 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.

(e) All boats operating in said canals shall be operated at such a speed as not to cause any visible wake, and in no case at a speed exceeding five (5) miles per hour.

(f) No lot owner shall be permitted to deepen or otherwise carry on any excavation operation in the canal abutting his lot within four (4') feet of the bulkhead.

(g) The use of automobile tires or other similar hold-off fenders or pier construction is prohibited.

BOOK 1884 PAGE 825

approved and the piling have been set, the lot owner or contractor shall have a maximum of six (6) months to complete the exterior. Said maximum period shall include the painting and staining, and clean up of all construction materials and debris from the site.

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 700 square feet of living area.

4. Type of Construction, Material 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, unless concrete, and no elevated structure or house may be erected on any of Said Lots, unless the plans and specifications therefor provide for such structure or house to have a minimum of eighteen (18") inches overhang past the pilings.

(d) All piling must be bottomed at a depth of at least ten (10') feet below the surface of the ground.

(e) 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 joists stringers must be of adequate size to carry floor joists without angle bracing from the pilings to the stringers. All floor joists must be fastened to stringers with metal straps, wood splines or scabs, and all ceiling joists and roof rafters must be fastened to the top plate in the same manner. The piling above ground must have a three-quarter (3/4") inch hole drilled at the top and bottom and each house must have available on the premises at all times cables with turn buckles from cross-bracing which can be installed with 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.

(f) 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.

(g) The main floor of each house must be at least eleven (11') feet above mean high tide. (It is advisable for maximum insurance coverage to have the decking at least 13' 6" above mean high tide.)

(h) Toilet facilities of all houses shall be installed inside each such house, and shall be connected, before use, with a sewage disposal system approved by Galveston County. A sewer connection fee of \$500.00 will be charged to each lot to tie onto the sewage system serving Said Property. In the event a central sewage disposal system is installed, no other disposal system may be utilized in the subdivisions. Only one connection fee will be charged to each lot. No septic tank or privy shall be installed, erected or maintained on the premises. Nothing herein contained to the contrary or seemingly to the contrary shall prevent the installation and use of sanitary sewer facilities by a water district or other governmental authority in said subdivisions. Each lot owner will, at his expense, extend his sewer soil pipe to an outside perimeter of the lot as designated by Owner.

(i) Each lot owner must, at his expense, connect his electric service underground into a junction box at the rear or front of his property line as designated by Owner.

(j) 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 or porch overhang shall be located closer to the street than the front building set-back line as shown on the recorded plat, no closer than 6 feet to any side lot line and no closer than 20 feet to the bulkhead on the inland side. Above ground propane tanks must be screened from public view by planting or decorative fence. Corner lots shall be deemed

BOOK 1884 PAGE 924

6892

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



DEED OF TRUST

90 PAGE 898

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,

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...."

DEED OF TRUST  
BOOK 2090 PAGE 899

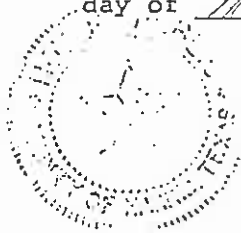


THE STATE OF TEXAS X  
COUNTY OF HARRIS X

DEED OF TRUST  
BOOK 2090 PAGE 901

BEFORE ME, the undersigned authority, on this day personally appeared HERBERT F. FOYNER, 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. Andrus  
Notary Public in and for  
Harris County, Texas  
BERTHA H. ANDRUS, NOTARY PUBLIC  
IN & FOR HARRIS COUNTY, TEXAS

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Carl R. Graef, Sr. Vice President, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of HOUSTON BANK & TRUST COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of March, 1970.

Doris A. Colvin  
Notary Public in and for  
Harris County, Texas

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

MAR 26 1970



Gertrude McKenna  
COUNTY CLERK, Galveston County, Texas

FILED FOR RECORD  
at 7:00 o'clock P.M.  
MAR 26 1970  
GERTRUDE MCKENNA  
CLERK CO. CL. GALVESTON COUNTY, TEXAS  
by Gertrude McKenna Deputy



*file*

83127

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

✓

THE STATE OF TEXAS     I  
                                  I  
COUNTY OF GALVESTON    I

DEED OF TRUST  
BOOK 2036 PAGE 205

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, 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:

DEED OF TRUST  
BOOK 2036 PAGE 206

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, 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 and August 6, 1968, recorded, respectively, in Book  
1944, Page 496 and Book 1978, Page 218, of the Records in the  
Office of the County Clerk of Galveston County, Texas, in the  
following particulars:

Paragraph 2 of said instrument dated July 12,  
1967, entitled "Architectural Control and Construction  
Time" contained in the Section entitled "Restrictions,  
Covenants and Conditions" is hereby amended by the  
addition to said Paragraph 2 of the following:

"The water tap fee and sewer connection  
fee provided for herein shall be paid in  
cash at the time such plans and specifi-  
cations are submitted to Said Committee  
for approval."

Paragraph 4 (h) contained in the Section entitled  
"Restrictions, Covenants and Conditions" of said in-  
strument dated July 12, 1967, is hereby amended by the  
addition to said Paragraph 4 (h) of the following:

DEED OF RECORD  
BOOK 2036 PAGE 207

"An easement is hereby reserved on, over and across all lots in said Subdivision for the installation and maintenance of a temporary sewage gathering and disposal system utilizing mechanical disposal units such as "Cavittete" or similar type units. At such time as a central disposal system has been installed in said Subdivision and such temporary lines and mechanical units removed, this easement shall thereupon become abandoned and all lots in said Subdivision shall thereafter be free and clear thereof. Nothing herein contained shall alter or affect any permanent utility easement shown on the plat or set forth in the restrictions."

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.

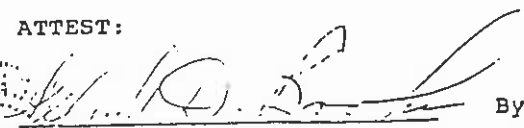
In prior amendments to the said instrument recorded in Book 1884, Page 823 of the Records in the Office of the County Clerk of Galveston County, Texas, by error or mistake the date of the first amendment to said restrictions recorded in Book 1944, Page 496 of the Records in the Office of the County Clerk of Galveston County, Texas was stated to be April 19, 1968, instead of the correct date as herein given, i.e., March 29, 1968, and this instrument is executed and recorded for the further purpose of correcting such error or mistake.

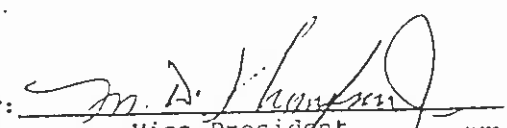
EXECUTED this 16<sup>th</sup> day of May, 1969.

OWNER:

MITCHELL-DOBBINS LAND CORPORATION

ATTEST:

  
Assistant Secretary

By:   
Vice President



APPROVED  


DEED OF TRUST

BOOK 2036 PAGE 208

ATTEST:



[Signature]  
Assistant Cashier

LIENHOLDERS:

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

By: [Signature]  
Vice President

ATTEST:

[Signature]  
Assistant Cashier

HOUSTON BANK & TRUST COMPANY

By: [Signature]  
Vice President

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared M.D. Thompson Jr., known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of MITCHELL-DOBBINS LAND CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16<sup>th</sup> day of May, 1969.



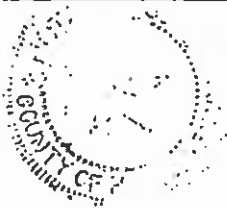
[Signature]  
Notary Public in and for Harris County,  
TEXAS

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

DEED OF TRUST  
BOOK 2036 PAGE 209

BEFORE ME, the undersigned authority, on this day personally appeared JOHN W. SPARKS Assistant Vice President, 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 22nd day of May, 1969.

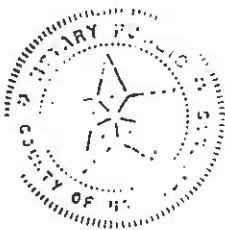


[Signature]  
Notary Public in and for Harris County,  
TEXAS

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared 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 16th day of May, 1969.



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

WELDON C. STAN,  
Notary Public in and for Harris County, Texas  
Commission Expires June 1, 1971.

FILED FOR RECORD  
at 9 o'clock A M.  
MAY 26 1969  
GERTROUD M. WENNA  
CLERK OF CLERK OF GALVESTON COUNTY, TEXAS  
By [Signature] Deputy

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

MAY 26 1969



[Signature]  
COUNTY CLERK, Galveston County, Texas



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...."

BOOK 2090 PAGE 899

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.

FILED IN TRUST  
BOOK 2090 PAGE 900

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 1970.

OWNER:

MITCHELL-DOBBINS LAND CORPORATION:

By: [Signature]  
Vice President DE

LIENHOLDERS:

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

By: [Signature]  
Vice President

HOUSTON BANK & TRUST COMPANY

By: [Signature]  
Vice President

ATTEST:

[Signature]  
Assistant Secretary

ATTEST:

[Signature]  
Assistant Cashier

ATTEST:

\_\_\_\_\_  
Assistant Cashier

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 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 \_\_\_\_ day of \_\_\_\_\_, 1970.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas



