

SECTION 5 - RESTRICTIONS

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON)

THAT WE, WILLIAM J. EDWARDS, LUTHER D. EDWARDS, RAYMOND RAPP, JR., WILLIAM J. SADLER, ROBERT H. ALBRIGHT, AND EARNEST A. PARROTT, a Co-Partnership doing business as SPEARE REALTY, the owner of the following described property lying and being situated in the County of Galveston, State of Texas, to-wit:

Bermuda Beach Section 5, a Subdivision of the Southerly portion of Lot 362 of Section 2 of the Trimble and Lindsey Survey of Galveston Island, Galveston County, Texas, as per plat of said Bermuda Beach Section 5 of record in Map Record Book, Volume 1616, Page 60, in the office of the County Clerk of Galveston County, Texas, being desirous of creating a uniform plan of restrictions of said property, does hereby declare that all lots in said Subdivision of Bermuda Beach Section 5 (sometimes herein referred to as Bermuda Beach) are held and shall be conveyed subject to the following reservations, restrictions, covenants and conditions, which shall all be covenants running with the land and shall be binding on SPEARE REALTY, and all persons, corporations, firms and other legal entities claiming under it as hereinafter provided:

1. No structure shall be erected, placed or altered on any building plot in said Subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Bermuda Beach Improvement Committee hereinafter provided for.

Structures, as that term is used herein, shall be held to include all buildings, fences, walls, swimming pools, playground equipment, outdoor cooking or heating facilities of a permanent nature, and any and all other improvements of a permanent nature.

2. All structures shall be constructed on pilings, buried a minimum of six (6) feet in the ground, with the bottom of the floor joist being a minimum of eight (8) feet above the ground.

3. No structure shall be built with less than 600 square feet of livable space, exclusive of open porches and garages.

4. Toilet facilities of all residences shall be installed inside the residence and shall be connected, before use, with a septic tank, provided by the owner of said lot. Such sewage disposal system shall be in accordance with the requirements of the State Department of Health and shall be subject to the inspection and approval of the Health Officer of Galveston County, Texas. The drainage of septic tanks into a road, street, Gulf, Bay or any public ditch is prohibited.

5. No dwelling shall be erected or placed on any parcel less than one full lot as shown on the recorded plat of this subdivision, excepting on Lots 2 and 3 Bermuda Beach Section 5, where one dwelling is required for both lots.

6. No business, trade or profession of any kind shall ever be conducted or carried on in any structure or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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7. No trailer, basement, tent, shack, garage, barn or other out-building erected on any of the herein described lots shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. Only new construction shall be placed on said lots, it being the intent and purpose of this restriction that no existing building of any kind or character shall ever be moved onto any of said lots, excepting here from new sectional and pre-fabricated residences.

9. No out-building shall exceed the dwelling to which it is appurtenant in height. No out-building shall be rented out or occupied by persons other than bona fide domestic servants of the occupants of the main family dwelling.

10. No building shall be located on any lot nearer than twenty (20) feet to the front lot line.

11. All exterior construction of any dwelling commenced within said Subdivision must be completed within six (6) months from the date such construction first commenced, including two coats of exterior paint.

12. No building shall be located nearer than five (5) feet to any side lot line or nearer than twenty (20) feet to the lot line adjacent to the street.

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

14. [Omitted in original.]

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

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

17. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any residential lot without the consent in writing of the Bermuda Beach Improvement Committee. The undersigned or members of the Committee shall have the right to remove any such sign, advertisement, or billboard or structure which is placed on any residential lot without such consent, and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

18. No boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the building setback lines. The parking of automotive vehicles on road shoulders for a period longer than twelve hours is prohibited.

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19. The digging of dirt or the removal of any dirt from any lots is expressly prohibited, except when necessary in conjunction with the landscaping of such lot, or in conjunction with construction being done on such lot.

20. All residences or other buildings must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof.

21. The Bermuda Beach Improvement Committee shall be composed initially of Robert A. Albright and Earnest A. Parrott. After 75% of the lots have been conveyed by deed, a majority of the then owners of such lots may appoint a committee composed of three members owning lots in Bermuda Beach to replace the membership of the initial committee, or the membership of the initial committee may in their discretion before 75% of the lot have been conveyed by deed, appoint three members to replace them on the committee. Each owner shall be entitled to one vote for each lot for which he then holds a recorded deed. Such committee as so reconstituted shall remain in existence and have such authority as a majority of the then owners of lots evidenced by recorded deeds may from time to time determine.

22. The Bermuda Beach Improvement Committee shall have the following powers and functions:

- A. Collect and expend, in the interests of the subdivision as a whole, the maintenance fund herein created.
- B. Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by any lot owner in Bermuda Beach).
- C. Enforce any lien imposed on any part of this subdivision by reason of the violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charges herein provided, and to execute a release of such lien upon performance.
- D. Approve or reject plans and specifications for improvements to be erected in Bermuda Beach. All plans and specification of improvements must be submitted to the committee for approval prior to the commencement of construction of any such improvement. If the committee fails to act within thirty days after submission to it of plans and specifications, construction in accordance with these restrictions may begin.

23. Each lot in Bermuda Beach sold either by deed or contract of sale by the undersigned, its successors and assigns, is hereby subjected to an annual maintenance charge of Eighteen Dollars (\$18.00) for the purpose of creating a fund to be known as "Maintenance Fund", to be paid by the owner of the lot, the same to be secured by a lien upon said lot, and payable annually on the first day of January of each year next following the date of such deed or contract of sale to Bermuda Beach Improvement Committee, at its office at 2201 Avenue E, Galveston, Texas, or at such other place as it shall designate in writing, and said charge and lien are hereby assigned to said committee.

Funds arising from said charge shall be applied, so far as sufficient, toward the payment of maintenance expenses incurred for any or all of the following purposes: improving and maintaining the streets and doing any other thing necessary or desirable in the opinion of said committee to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the addition, it being understood that the judgement of said committee in the expenditure of said fund shall be final so long as such judgement is exercised in good faith.

Such maintenance charge shall extend for a period of ten years from the date of recording of this instrument, and shall be extended automatically for successive periods of ten years unless the owners of a majority of the lots in the entire addition vote to discontinue such charge, such action to be evidenced

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by written instrument signed and acknowledged by the owners of a majority of the lots and recorded in the Deed Records of Galveston County, Texas. By acceptance of his deed or contract of sale, each purchaser agrees and consents to and joins in such maintenance charge.

24. 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 covenant or restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner of any lot in said subdivision.

25. Invalidation of any of the foregoing restrictions by judgement of a court of competent jurisdiction or other authority having jurisdiction of the subject matter shall in no wise affect any of the other provisions, all of which shall remain in full force and effect.

EXECUTED this 21st day of June, 1965.

SPEARE REALTY

By: R.H. Albright