



Karankawa Beach

Property Owners Association

P. O. Box 58713 • Houston, TX 77258-8713 • (281) 483-8039

DEED RESTRICTIONS

KARANKAWA BEACH SUBDIVISION

179066

RESTRICTIONS, COVENANTS AND CONDITIONS

KARANAWA BEACH SUBDIVISION, SECTION 1
GALVESTON, TEXAS

THE STATE OF TEXAS

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COUNTY OF GALVESTON

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DEED OF TRUST

BOOK 3086 PAGE 783

WHEREAS, Betty Brantley Coats, Trustee ("Developer"), is the owner of the following described property situated in Galveston County, Texas, to-wit:

SURFACE ONLY of a tract of land in Galveston County, Texas, lying between the Gulf of Mexico and South of and adjacent to San Luis Pass Road and being out of Division 1 of Section 10 of the Hall & Jones Survey in Galveston County, Texas, with metes and bounds as follows:

BEGINNING at a point for corner in the Southerly right-of-way line of San Luis Pass Road, which point bears S. 57° 00' W, a distance of 1160.0 feet from the Easterly line of said Section No. 10;

THENCE, S. 33° 00' E. at 490.0 feet cross the present vegetation line, in all a distance of 676.0 feet to a point for corner on Gulf of Mexico Shore Line;

THENCE, S. 58° 31' W, and along the Shore Line of the Gulf of Mexico, a distance of 988.15 feet to a point for corner;

THENCE, N. 33° 00' W, at 179.0 feet cross the present vegetation line, in all a distance of 650.0 feet to a point for corner in the Southerly right-of-way line of "San Luis Pass" Road;

THENCE, N. 57° 00' E., and along the Southerly right-of-way line of "San Luis Pass" Road, a distance of 987.8 feet to the PLACE OF BEGINNING, and containing 15.04 acres of land, more or less, also called Tract 1, "Schaper" Partition;

which property has been subdivided according to plat thereof recorded in Volume _____, Page _____ of the Plat Records of the Office of the County Clerk of Galveston County, Texas;

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT, Betty Brantley Coats, Trustee, being duly authorized, does hereby adopt, establish and impose the following reservations, restrictions, covenants and conditions upon the property Property, which shall constitute covenants running with the title to the land and shall inure to the benefit of Developer, her successors and assigns, and to each and every purchase of one or more lots in the Subdivision, their successors and assigns, and any one of said beneficiaries shall have the right to enforce these restrictions by any avail-

RESTRICTIONS, COVENANTS AND CONDITIONS

1. Land Use and Building Type. Lots 1, 2, 3, 28, 29 and 30 shall be used for retail and commercial purposes. Lots 4 through 27 shall be used for residential purposes only, and only one detached single family dwelling shall be erected on any one of such lots. No commercial activity shall be conducted on or from any of Lots 4 through 27, except that a lot owner may from time to time rent his home to another for residential purposes.
 2. Resubdivision. No retail lot may be resubdivided except between or among the owners of abutting lots and thereafter each owner's resulting oversize tract shall be considered as one lot.
 3. Architectural Control and Construction Tims. No building, fence, wall, pier, dock, swimming pool, play ground equipment, outdoor cooking or eating facility of permanent nature or other structure of any kind shall be commenced, erected, or maintained upon any lot in the Sub-division, nor shall any exterior addition or change or alteration of the exterior be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee (herein sometimes called "the Committee") composed of three or more representatives from time to time appointed by Developer. The persons serving from time to time on the Committee may be removed, with or without cause, by Developer at such times and for such reasons as Developer may determine in the exercise of its sole discretion. In the event of the removal or resignation of one or more members of the Committee, the developer shall promptly designate other persons to replace those who are removed. Approval by the Committee shall be granted or withheld based upon compliance with the provisions of this instrument, quality of materials, harmony of external design with the existing and proposed structures, location with respect to topographical and finished grade elevation, and such other relevant considerations as the Committee may, in the exercise of its sole discretion, determine to be of significance in such determination. Each application made for architectural control approval shall be accompanied by a fee of \$100.00 to defray expenses of all the Committee and by plans and specifications of all proposed construction and other work to be done, including a plat plan showing the location on the lot and the dimensions of all proposed walls, drives, curb cuts, structures and other matters relevant to architectural approval. If the plans and specifications are approved by the Committee, a Certificate of Compliance shall be issued authorizing construction of the proposed improvements in accordance with the plans and specifications so approved. In the event the Committee fails to approve or disapprove the plans within forty-five (45) days after same have been submitted to it, approval will be presumed and this paragraph will be deemed to have been fully complied with. After the plans for construction have been approved pursuant hereto, and the pilings have been set, the lot owner or builder shall have a maximum of six (6) months to complete the exterior construction. Exterior construction shall be deemed complete when the structure or structures have been painted or stained, and when all construction materials and debris have been cleaned up and removed from the site.
- No exterior aerial antenna, flag pole, or other structure of any kind (except a chimney) shall project above the uppermost roof line of any structure on any lot in the Property.
- The Architectural Control Committee shall have the power and the authority, to be exercised in its sole discretion, to authorize variances and exemptions from the terms and provisions of any of the restrictive covenants and requirements set forth in this paragraph as to any one or more lots. The rights, powers and duties reserved to Developer

REC'D BY TRUST
 3086 REC 784

4. Dwelling Size. Only one detached single-family type dwelling may be erected on any lot in the Property and each such dwelling shall contain not less than 1,100 square feet of living area, not less than 300 square feet of covered deck area, and not less than 100 square feet of closed-in ground storage area.

5. Type of Construction, Materials and Landscape.

- (a) Every structure, building or addition thereto shall be affixed to the ground in a permanent manner.
- (b) All elevated structures shall be built on pilings or other type of elevated foundation designed so that the foundation will aesthetically conform to standards set by the Committee.
- (c) No round pilings shall be permitted, unless concrete, and no elevated structure or house may be erected on any lot unless the plans and specifications therefor provide for the 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.
- (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 feet (13') above mean high tide and no house, building or structure shall be more than two (2) stories of living area in height.
- (g) Toilet facilities of all houses shall be installed inside each house, and shall be connected before use with a sewage disposal system approved by the City of Galveston. A septic tank system as presently approved by governmental authorities and as shown on the Plot of Proposed Construction on file with the City of Galveston Health Department shall be acceptable (examples attached hereto as Exhibit "A-1" and Exhibit "A-2"), except that when city sewage facilities are available, purchaser must immediately connect to such city facilities at his own expense. No privy shall be installed, erected or maintained on the premises. Nothing herein contained to the contrary or seemingly to the contrary shall prevent the installation and use of sanitary sewer facilities by a water district or other governmental authority in the Subdivision. Each lot owner will, at his expense, extend his residence connection line to an outside perimeter of the lot as designated by Developer or a utility district, as the case may be.
- (h) Developer recommends that all piling be sunk to a depth of at least ten feet (10').

(i) Upon completion of a house each lot owner shall plant on his lot at least four (4) palm trees, of a minimum height of ten feet (10') at the time of planting, and shall install a concrete driveway.

DEED OF TRUST
BOOK 3086 PAGE 785

(j) Notwithstanding anything herein contained to the contrary, building modules may be raised in the Sub-division; provided, however, that no such building module may be raised with horizontal or vertical type aluminum siding, and provided further that each such building module to be raised in said subdivision must first be approved by the Committee.

(k) The owner of each lot in the subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of the local governing authorities and the national electric code) an underground service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own expense, furnish, install, own and maintain a meter loop (in accordance with the current standards and specifications of the electric company furnishing service) for the location and installation of the meter on such owner's lot. Electric service to each lot in the Subdivision shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current. No above-ground cables shall be used with regard to the connection of businesses or residences to the electric company's energized junctions.

DEED OF TRUST

BOOK 3086 PAGE 786

(1) Within One Hundred Twenty (120) days after water from a governmental unit is made available to the property line of the Subdivision, Developer will make such water available to each lot in the Subdivision. Each lot owner will, at his expense, connect his residence by installing a water line to the outside perimeter of his lot as designated by the Developer. In addition, each resident will pay a One Hundred Twenty-Five Dollar (\$125.00) hook-on fee to the City of Galveston.

6. Location of Improvements. No building, porch overhang or stairs shall be located within the set-back lines established on Exhibit "B" attached hereto. Each retail lot shall install an eight foot (8') wooden fence along the rear of the property lines of sufficient type and size to block sight. Above-ground propane tanks must be screened from public view by planting or decorative fence. Corner lots shall be deemed to front on the street along the side which such lot has the least amount of frontage. No fence shall be erected in front of the front building set-back line, and no rear yard fencing shall be higher than four feet (4'). No building or permanent structure of any type shall be built, placed or permitted to remain on any portion of a lot designated as "Open Space Reserved" on the map or plat of the Subdivision, as recorded in the office of the County Clerk of Galveston County, Texas. Those "Open Space Reserved" adjoining the common lot lines of Lots 18-19 and 12-13 shall be dedicated and set aside as non-vehicular access easements for the use of all lot owners in Karankawa Beach Subdivision. Such "Open Space Reserved" shall be a width of five feet (5') [2-1/2 feet in either direction of the property line between Lots 18-19 and Lots 12-13].

district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by themselves, their successors, assigns, agents, employees, or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements. Developer reserves the right to grant (without the consent of any lot owner) such additional easements as may, in the opinion of Developer, be necessary to properly serve the Subdivision's requirements.

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

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

10. 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).

11. Condition of the Surface of 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 a third party or parties on an individual contract basis. The owner or occupant of each lot shall at all times keep the weeds and grass thereon cut in a sanitary, healthful and attractive manner. No owner or occupant of any lot 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 any of the above requirements, or in the event any garbage, trash, rubbish or refuse is allowed to remain on the individual owner's premises for a longer period of time than one (1) week, with the exception that a maximum of thirty (30) days is granted to clear debris and repair damage due to hurricanes or other acts of God. Developer (and the successors and assigns of Developer in a like capacity), without liability to such owner or occupant in trespass or otherwise, may enter upon such lot and cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, rubbish or debris so as to place such lot in a neat, attractive, healthful and sanitary condition, in which case Developer shall bill the owner or occupant for such work. The owner or occupant, as the case may be, agrees by purchase or occupancy of any lot in the Subdivision, to pay such statement within fifteen (15) days of receipt thereof.

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

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

14. Signs and Billboards. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any lot without the prior consent in writing of the Committee. Developer or the Committee shall have the right to remove any such signs, advertisements, billboards or structures placed on any lot within the Subdivision without such consent, and in so doing shall not be liable for trespass or any damages in connection therewith or arising from such removal.

15. Hunting. No hunting or the discharge of firearms shall be permitted within the subdivision.

16. Treasures and Artifacts. Coats, as Trustee, reserves a one-half (1/2) interest in all treasures and artifacts found on any lot within the subdivision.

17. Term and Enforcement. These covenants, restrictions and conditions set forth in this declaration shall be deemed to run with all or any portion of the Property, and shall be a burden and benefit to Developer, its successors and assigns, and any persons acquiring or owning any interests in the Property, their grantees, successors, heirs, executors, administrators or assigns, and shall run with the land and shall be binding upon all parties and persons claiming under Developer until December 31, 1997, at which time these covenants shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the majority of the then owners of lots within the Property has been duly executed and acknowledged, changing said covenants, restrictions and conditions, in whole or in part, and filed of record in Galveston County, Texas. Enforcement of these covenants, conditions and restrictions, including specifically but not limited to, the terms and provisions of paragraph 3 hereof, may be had by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory. It shall not be a prerequisite to the granting of any such injunction that there be an inadequate remedy at law, or that there be any showing of irreparable harm or damage if such injunction is not granted. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof. Such enforcement may be by the owner of any lot within the Property, by Developer, or by any association of owners of lots in Karankawa Beach Subdivision, as provided by law. Failure by any person or persons to enforce any covenant, restriction, or condition herein contained, or any violation hereof, shall not be deemed the waiver of the right to enforce without the violation or others the provisions so violated or any other provision.

18. Responsibility of Developer. It is expressly understood and agreed that Developer assumes no obligation, responsibility or liability in the execution of these reservations, restrictions, covenants and conditions, and further that any or all duties, responsibilities, maintenance charges, and/or rights contained, established or reserved herein may be assigned, transferred and conveyed to a civic club or similar organization at any time Developer is reasonably assured that said civic club or similar organization is able to function for the benefit of all owners of lots in the Subdivision.

19. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other provisions, such other provisions to remain in full force and effect.

20. Amendments of these Restrictions. Any part or all of these covenants, conditions and/or restrictions may be amended at any time and

21. 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.

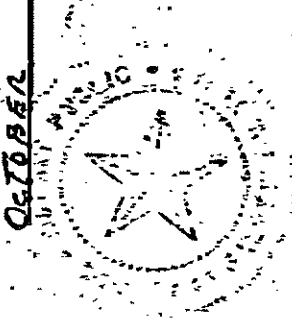
WITNESS the execution hereof this the 6th day of OCTOBER, 1978.

Betty Brantley Coats, Trustee
Betty Brantley Coats, Trustee

THE STATE OF TEXAS ()
COUNTY OF GALVESTON ()

BEFORE ME, the undersigned authority, on this day personally appeared Betty Brantley Coats, Trustee, 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 6th day of OCTOBER, 1978.

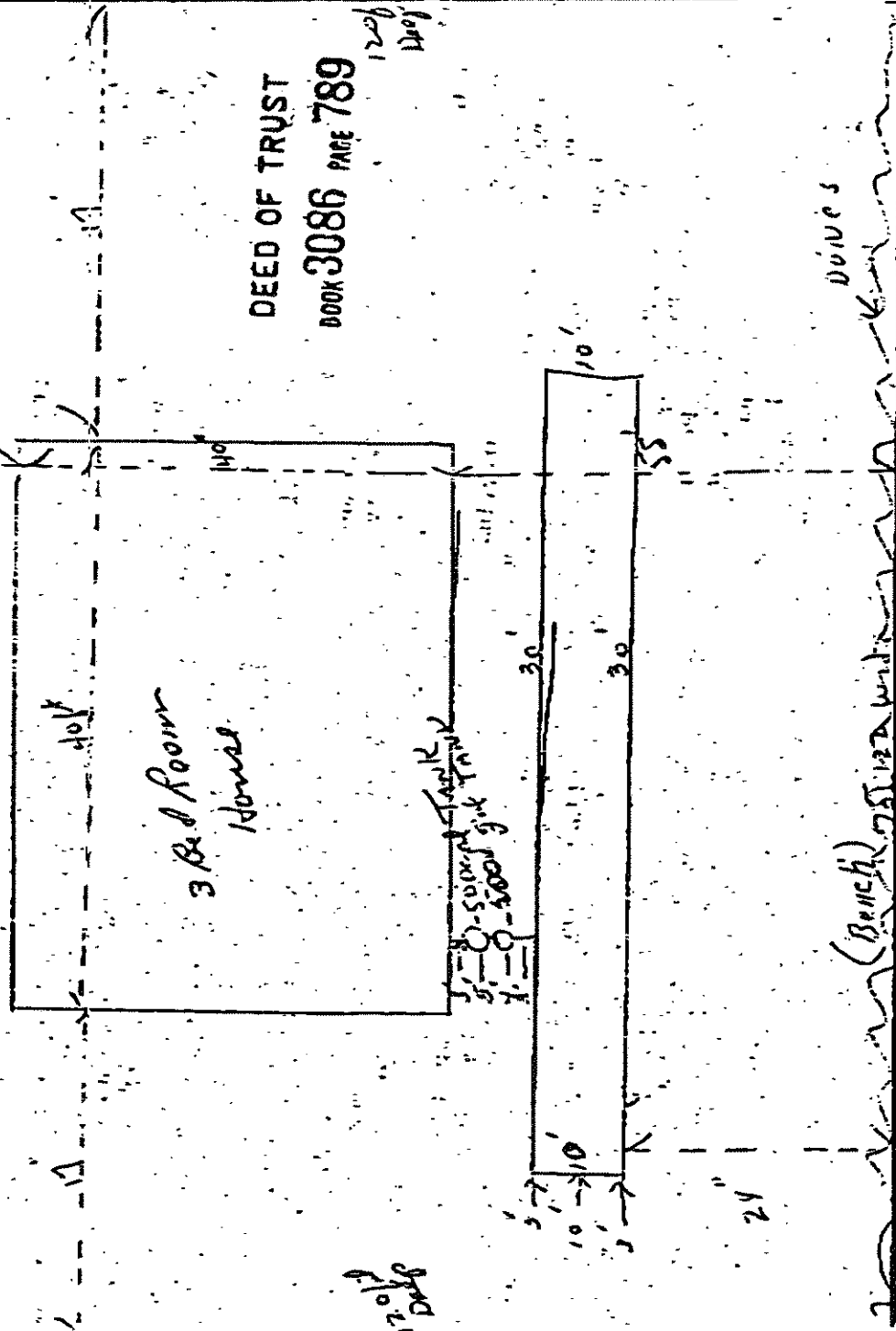


Linda P. Phillips
NOTARY PUBLIC in and for
Galveston County, Texas

Plot of Proposed Construction

75ft Weyman Way Rd.

North



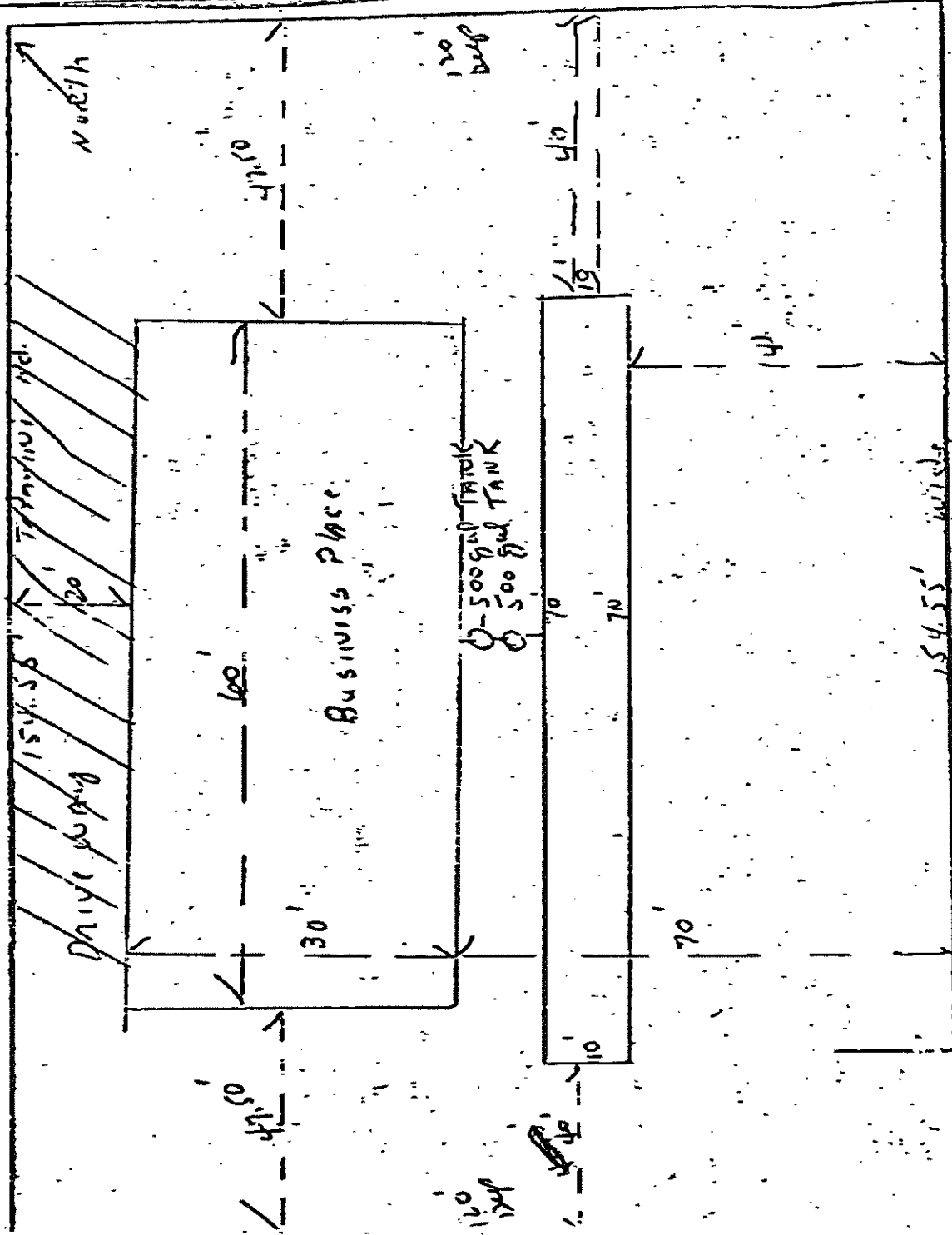
Sketch Directions to Proposed Construction Site.

This is an example of Lot 16, Sec 10 Hall, Jane Survey that was platted August 7, 1971 Thru. Island Tex.

HEALTH DISTRICT USE ONLY

Public Tank System	
Lot Plan Approved by _____	Date _____
Instruction Approved by _____	Date _____
Instruction Disapproval Notice Given to _____	Date _____
Health Construction Approved by _____	Date _____
Construction Disapproval Notice Given to _____	Date _____

Plot of Proposed Construction



Sketch Directions to Proposed Construction Site.
 This is an Example of Lot 28 Sec 10. Miller Jones Survey.
 This is a Business Lot.
 This lot has been Plotted Aug 7. 1921. Galva Island Tex

DEED OF TRUST
 BOOK 3086 PAGE 790

HEALTH DISTRICT USE ONLY

Septic Tank System:
 Lot Plan Approved by _____ Date _____
 Construction Approved by _____ Date _____
 Construction Disapproval Notice
 Given to _____ Date _____

Well:
 Construction Approved by _____ Date _____
 Construction Disapproval Notice
 Given to _____ Date _____

LOCATION OF IMPROVEMENTS - SET-BACK LINES

1. Retail (Lots 1, 2, 3, 28, 29 and 30). No building, stairs, or other structure, other than paved parking area with no obstacles, shall be located within:

- (a) Seventy (70') feet of the North property line;
- (b) Ten (10') feet of the East property line;
- (c) Ten (10') feet of the West property line; and
- (d) Twenty (20') feet of the South property line.

2. Residential (Lots 4 through 27). No building, porch, overhang or stairs shall be located closer to the property lines of each lot than as follows:

Lots 4, 5, 6, 7, 24, 25, 26 and 27:

North side - ten (10') feet; East side - ten (10') feet;
West side - ten (10') feet; South side - twenty (20') feet.

Lots 12, 13, 14, 15, 16, 17, 18 and 19:

North side - twenty (20') feet; East side - ten (10') feet;
West side - ten (10') feet; South side - ten (10') feet.

The five (5') foot easement located between Lots 18-19 and 12-13 may be used and included by the lot owners with respect to the set-back line.

Lot 8:

North side - ten (10') feet; East side - five (5') feet;
West side - ten (10') feet; South side - twenty (20') feet.

Lot 9:

North side - ten (10') feet; East side - five (5') feet;
West side - ten (10') feet, but no closer than twenty (20') feet from the road; South side - ten (10') feet.

Lot 10:

North side - ten (10') feet, but no closer than twenty (20') feet from the road; East side - fifteen (15') feet; West side - ten (10') feet, but no closer than twenty (20') feet from the road; South side - ten (10') feet.

Lot 11:

North side - twenty (20') feet; South side - ten (10') feet;
East side - twenty (20') feet; West side - ten (10') feet
but no closer than twenty (20') feet from the road.

Lot 20:

North side - twenty (20') feet; East side - five (5') feet;
West side - twenty (20') feet, but no closer than twenty (20') feet from the road; South side - ten (10') feet.

Lot 21:

North side - ten (10') feet, but no closer than twenty (20') feet from the road; East side - ten (10') feet, but no closer than twenty (20') feet from the road; West side - fifteen (15') feet; South side - ten (10') feet.

Lot 22:

Lot 231

North side - ten (10') feet; East side - ten (10') feet, but no closer than twenty (20') feet from the road; West side - five (5') feet, but no closer than twenty (20') feet from the road; South side - twenty (20') feet.

A permanent easement is reserved two and one-half (2-1/2') feet either side of the property lines between Lots 18-19 and Lots 12-13 from the road to the vegetation line for purposes of non-vehicular pedestrian access to and from the beach. No structure, fence, or other obstruction other than utility structures shall be placed within such easement.

DEED OF TRUST

BOOK 3086 PAGE 792

DEED OF TRUST
BOOK 3086 PAGE 794

						<p><i>William Homerus</i> <i>Pt. 1, Box 149B</i> <i>Houston, TX</i></p>	<p>LAW OFFICES <i>X</i> MILLST, SHIRLEY, MONICKEN & ECKEL <i>X</i> GALVESTON, TEXAS</p>
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FILED IN RECORD
NOV 3 1978
CLERK

STATE OF TEXAS

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.



NOV 3 1978

Shirley Monicken
COUNTY CLERK, GALVESTON COUNTY, TEXAS