

013-90-0294

FIRST AMENDED
COVENANTS, CONDITIONS, RESERVATIONS,
AND RESTRICTIONS
OF TIKI COVE ESTATES
A TIKI ISLAND SUBDIVISION

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

This First Amended Declaration of Covenants, Conditions Reservations and Restrictions for Tiki Cove Estates, a Tiki Island Subdivision is made by the undersigned Lot Owners, being One Hundred Percent (100%) of the lot owners of Tiki Cove Estates.

WITNESSETH

WHEREAS, the Restrictions and Covenants for Tiki Cove Estates, a Tiki Island Subdivision, were originally filed for record at County Clerk's Film Code Number 013-13-2357 of the Real Property Records of the County Clerk's Office of Galveston County, Texas; and

WHEREAS, Tiki Cove Estates is a subdivision in the Village of Tiki Island, Galveston County, Texas, according to the plat thereof recorded in Plat Record 18 and Map Number 823 of the Map Records in the Office of the County Clerk of Galveston County, Texas; and

WHEREAS, it is the intent and desire of the Lot Owners in the subdivision to amend in its entirety the existing Declaration and Deed Restrictions for Tiki Cove Estates, a Tiki island Subdivision; and

WHEREAS, the undersigned, constituting One Hundred Percent (100%) of the Owners of Lots in Tiki Cove Estates, a Tiki Island Subdivision, in their desire to keep the development of said real property for the mutual benefit and pleasure of the property owners in said Subdivision, for the protection of property values thereon, and for the purpose of clarifying and more clearly specifying certain restrictions and procedures applicable to enforcement, architectural control and maintenance assessments, desire to place on and against said property certain protective and restrictive covenants regarding the use hereof; and

WHEREAS, One Hundred Percent (100%) of the Owners of Lots in Tiki Cove Estates, a Tiki Island Subdivision have approved these Amendments to the Deed Restrictions for Tiki Cove Estates, a Tiki Island Subdivision and

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that the Lot Owners of Tiki Cove Estates, a Tiki Island Subdivision, being the owners of One Hundred Percent (100%) of the Owners of Lots in Tiki Cove Estates, a Tiki Island Subdivision, has approved these Amendments to the Deed Restrictions for Tiki Cove Estates, a Tiki Island Subdivision, and do hereby make and file the following Restrictions, Reservations, Protective Covenants, Limitations and Conditions regarding the use and/or improvements on the Lots located in Tiki Cove Estates, a Tiki Island Subdivision, including, but without limitation, the lots, dedicated roads, avenues, streets, waterways and common areas and facilities therein. The hereinafter stated Amendments to the Deed Restrictions for Tiki Cove Estates, a Tiki island Subdivision, shall be effective at 5:00 o'clock P.M. on the date same are filed for record in the Official Public Records of Real Property of Galveston County, Texas, or for record in such other records of real property in the County Clerk's Office of Galveston County, Texas in which such records are customarily filed. Every contract, deed or other instrument of conveyance which has been executed or may be hereafter executed with regard to the above-described lots shall be conclusively deemed to have been executed, delivered and accepted with the following reservations, charges, easements, covenants, conditions, restrictions and other provisions, regardless of whether or not said covenants, restrictions, conditions and other provisions are set out in full or incorporated therein. The Covenants, Conditions, Deed Restrictions and other provisions for Tiki Cove Estates, a Tiki Island Subdivision, shall be and are hereby Amended as follows:

ARTICLE I.

Definitions

Section 1. "Association" shall mean and refer to the Tiki Cove Estates Property Owners Association, its successors and assigns.

Section 2. "Committee" shall mean and refer to the Tiki Cove Estates Architectural Control Committee.

Section 3. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "In good standing" shall mean and refer to an owner who has paid all maintenance charges, mowing fees, bulkhead repair fees, and other assessments due to the Association.

Section 5. "Subdivision" shall mean and refer to that certain real property described above and known as Tiki Cove Estates Subdivision.

Section 6. "Lot" shall mean and refer to any plot of land shown on the recorded map of the Subdivision, and more specifically Lots # 1 - 35.

Section 7. "Waterways" shall mean and refer to all channels, canals, lakes, and waterways of every type shown on the recorded map of the Subdivision.

ARTICLE II.

Reservations, Exceptions, and Dedications

Section 1. Recorded map of the subdivision. The recorded map of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and such recorded map of the Subdivision further establishes certain other restrictions applicable to the Subdivision. All dedications, limitations, restrictions and reservations shown on the recorded map of the Subdivision are incorporated herein and made a part hereof for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or other instrument of conveyance which has been executed or may be hereafter executed with regard to the above-described property or any part thereof, whether specifically referred to therein or not.

Section 2. Utilities. The Association hereby expressly reserves a utility easement along, under, over, across and through the front 10 feet of each lot in order to lay, construct, operate, maintain, inspect, reconstruct, change the size of and remove utility lines and facilities (including, but not limited to, water, sanitary sewer, storm sewer, drainage, and gas pipes, mains and conductors and all appurtenances thereto and electric distribution and communication lines, wires, conduits, poles, down guide wires, connections and all appurtenances thereto and any other utilities necessary to serve each of said lots), together with the right of ingress and egress thereto. The "front 10 feet of each lot" is defined as a strip 10 feet in width along the front of each lot adjoining a right of way. Utility easements hereby reserved are easements 10 feet wide at and below normal ground level and existing upward to a plane 16 feet above the ground, and from said plane and upward, the utility easements are unobstructed aerial easements 21 feet, 6 inches wide, extending 5 feet in width adjacent to and on both sides of the utility easements on each lot. The Association further reserves the exclusive right and easement to grant franchises and easements to utility owners to lay, construct, maintain, and remove utility lines in said utility easement.

Section 3. Waterways. The Association hereby reserves a perpetual right of way easement in, along, under, over, across and through all waterways to construct, operate, maintain, inspect, reconstruct and deepen such waterways and all other facilities for navigation by small boats and crafts, together with the right to connect such waterways with other waterways, and such waterways are not dedicated to the public in any manner.

Section 4. Bulkheads. The Association hereby reserves a perpetual, non-exclusive easement in, along, under, over, across and through each lot in the

Subdivision which abuts a waterway (in common with the owner of any such lot or parcel of land which abuts a waterway) to the extent necessary to operate, maintain, inspect, repair, change the size of and reconstruct bulkheads located on such lots for the purpose of maintaining and protecting the said waterways from erosion from such abutting lots or parcels of land.

ARTICLE III

Use Restrictions

Section 1. Lot maintenance. The owner and the occupant of each lot shall have the responsibility at all times to keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner. In no event shall the owner or occupant use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The owner or occupant of each lot shall not permit the accumulation of garbage, trash, rubbish, or other unsightly obstacles of any kind on any lot, easement, alley, or street abutting the lot.

Section 2. No vacant lot or part of the Subdivision shall be used or maintained as dumping grounds for rubbish, refuse, stumps, trees, underbrush, or scrap materials from construction. Trash, garbage of other materials shall be kept only in sanitary containers.

Section 3. Dirt and fill material. The digging or removal of dirt from any lot is expressly prohibited, except when necessary in conjunction with the landscaping of such lot or in conjunction with the construction of improvements and development on such lot. No fill material which will change the grade of a lot will be placed thereon without the written approval of the Committee except when necessary in conjunction with the development and improvement of such lot.

Section 4. Authorized use. No lot or other property in the Subdivision shall be used except for residential purposes, which exclude hospitals, parks, churches, clinics, duplex houses, apartment houses, and hotels. Use of any lot for business, commercial, trade, or professional purposes is prohibited. No building shall be erected, placed, altered, or permitted to remain on any lot other than one single family dwelling. Although only one single family dwelling shall be constructed on each lot, a residence may be constructed in a portion of two or more adjoining lots, subject to the approval of the Committee. The living area of the main structure located on any of these lots, exclusive of porches, decks, patios, entryways, garages, and the like, shall not be less than sixteen hundred (1,600) square feet.

No building shall be located on any lot nearer than twenty (20) feet to the front lot line. In the event a lot is sixty (60) feet wide or wider at the right of way adjoining such lot, then no building shall be located on such lot nearer than ten (10) feet to any side lot line with the exception of Lot 1, which will be seven (7) feet; in the event the width of a lot is less than sixty (60) feet at the

right of way, then no building shall be located on said lot nearer than seven (7) feet to any side lot line. The word "building" as used herein with reference to the building lines, shall exclude the following building elements, if they do not extend more than five (5) feet beyond the building line: galleries; walkways; steps; open porches; porticoes; parapet walls; and the extension of the eaves of a roof. Corner lots shall be deemed to front on the street having the least frontage. No physical improvement above the ground other than landscaping shall be located on any lot nearer than ten (10) feet to the front lot line. No physical improvement above the ground shall be located on any lot nearer than five (5) feet to any side lot line.

Section 5. Foundations. The entire area under the house at ground level shall be concrete.

Section 6. Building materials. No building material of any kind or character shall be placed or stored upon any lot until the owner or builder is ready to commence making improvements, after which time any building materials shall be placed or stored within the property lines of the lot or parcel of land upon which the improvements are to be made. At no time shall any building materials be placed in the street or between the pavement and the property line.

Section 7. Driveways. Driveways shall be constructed of reinforced concrete and shall extend to the street. Drainage structures under driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water and shall have a minimum opening of one and three-quarters (1-3/4) square feet (18 -inch diameter pipe culvert). Driveways must slope from the right-of-way toward the canal for drainage, dropping at least 1 (one) inch the first 10 (ten) feet.

Section 8. No Sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any lot; provided, however, that (1) one sign which is not more than five square feet and advertises the property for sale or rent or (2) one sign used by builders to advertise the property during the periods of construction and sale or (3) political signs for candidates during elections, may be erected or maintained without consent. The Association shall have the right to remove any such prohibited sign, advertisement, billboard or advertising structure which is placed on any lot, except as allowed above, and in doing so, shall not be liable and is expressly relieved from any liability for trespass or for any damages in connection therewith, or arising from such removal.

Section 9. No clothes line shall ever be installed, maintained, or used on any lot.

Section 10. Construction subject to the approval of the Village of Tiki Island. Construction or alteration of any structure on any lot governed by these restrictions is subject to the ordinances and building regulations of the

Village of Tiki Island, its successors and assigns and the issuance of the required building permit. No such permit shall be issued until the plans for such improvements are signed and accepted by the Tiki Cove Estates Architectural Control Committee.

Section 11. No permanent structure of any type shall be moved onto any residential lot in this subdivision.

Section 12. Use of temporary structures. No structure of a temporary character, trailer, recreational vehicle, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and not unsightly and must be removed within ten (10) days of the final inspection by the appropriate entity.

Section 13. Repair. All buildings in the Subdivision must be kept in good condition and repair; they must be painted when necessary to preserve their attractiveness.

Section 14. Antennae and satellite dishes. No satellite dishes, electronic antennae, or other communications receivers, other than those used for receiving normal television signals, or communications transmitters shall be maintained on any portion of any lot or on the roof of any dwelling in the Subdivision. No radio, television aerial wire, or satellite dish, shall be maintained on any portion of any lot in front of any building or encroach upon another lot in the Subdivision, or be mounted above the highest roof eave.

Section 15. Occupancy. Upon complaint to the Association by an owner in good standing, the Association has the right to inspect a dwelling, which may not be occupied until the Association has approved it for occupancy. No residential dwelling will be occupied unless water, sewerage, and permanent electrical facilities are complete. No septic tanks are to be utilized within this Subdivision. No sewerage disposal of any kind may be discharged directly or indirectly into a canal or easement or upon any property in the Subdivision.

Section 16. Prohibition of certain activities. No business or trade activity shall be conducted on any lot which is not related to single family residential purposes. No activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood or the Subdivision.

Section 17. Liquid petroleum products. The use of liquid petroleum products (propane, butane, etc.) is prohibited, except for those which (1) are not in a permanently-installed container, (2) are used outside the building for cooking, fogging, or similar uses, and (3) are used inside the building to protect against freezing weather, and do not exceed 10 (ten) gallons in size.

Section 18. No animals, livestock or poultry of any kind shall be raised,

bred, or kept on any lot, except that three or fewer dogs, cats or other household pets may be kept within the boundaries of the lot, provided they are not kept, bred or maintained for any commercial purpose.

Section 19. No spirituous, venous or malt liquor, medicated bitters capable of producing intoxication, alcohol, illegal drugs, or controlled substances shall ever be sold or offered for sale on any lot. No lot shall be used for illegal or immoral purposes.

Section 20. No hunting will be allowed in the Subdivision.

Section 21. Except for temporary (less than 72 hours) parking, no boat, boat trailer, boat rigging, travel trailer, recreational vehicle, camper, or inoperative automobile shall ever be parked or placed nearer to the street than the building setback lines. Except for temporary (less than 2 hours) parking or for temporary (less than 24 hours) storage, no vehicle used for commercial purposes including but not limited to house trailers, recreational vehicles, or trucks, trailers or other types of commercial vehicle having a gross vehicle weight in excess of one ton shall ever be parked or stored on any lot in the Subdivision. Except for such times as may be reasonably required on a delivery or pickup of goods, wares, property or material to or from property in the Subdivision, no such house trailer, recreational vehicle, truck, trailer, or commercial vehicle shall ever be parked on any right of way in the Subdivision at any time. No automotive vehicle or recreational vehicle shall ever be parked on the shoulder of a road in the Subdivision for a period of longer than twelve (12) hours.

Section 22. Bulkhead. Owner shall be responsible to construct and maintain a bulkhead throughout the entire length of owner's property that adjoins any waterway. Such bulkhead shall be kept in good repair. At a minimum, such bulkhead must be maintained in such a condition that no soil passes through the bulkhead into the waterway. The Association shall have the right to monitor and inspect, from time to time, the condition of such bulkhead. In the event the Association determines, in its sole discretion, that repairs of a bulkhead are necessary in order to comply with these restrictions and notifies the owner that repairs are needed by sending a letter to the owner at the last known address of owner, then owner shall submit to the Association or its designated Committee the plans, specifications, or designs with respect to the said repairs, either in person or by certified mail, within 60 days from the mailing of such notice. In the event the owner does not receive notice of approval or disapproval of the plans for bulkhead repairs within thirty (30) days after they have been submitted, approval will not be required. In the event the owner does not submit the plans for bulkhead repairs within sixty (60) days, the owner hereby grants the right to the Association to make the repairs of the bulkhead that are reasonable and necessary in order to comply with these restrictions; provided, however, that the Association has no obligation to make such repairs and may elect not to do so. If the Association does elect to make such repairs, the Association shall send an invoice for the

repairs to the owner at the last known address of the owner. The lot owner agrees to pay to the Association said invoice for the repairs. Said invoice is due and payable to the Association within thirty (30) days from the mailing of such invoice. In the event said invoice is not paid in a timely manner, the remedies provided in Article V hereof and at law may be enforced by the Association.

Section 23. Bulkheads, boathouses and piers. Boathouses, boat slips, or docks shall not be constructed, without first having obtained the written approval of the Committee. Any breach of the Bulkhead for an inland boat slip shall have a bulkhead liner equal to or better than the breached bulkhead. Boathouses must conform with the distances allowed in Section 25 hereof. The use of automotive tires or other unsightly materials for hold-off fenders or pier construction is prohibited.

Section 24. In no event shall a boathouse be allowed to be constructed on any lot or in any canal as may be hereinafter provided, unless and until a residential dwelling has been commenced or completed. In any event, once a residence dwelling has been started, it must be completed within twelve (12) months from commencement. The elevation of said boathouse deck, located or constructed on the canal side of any residential dwelling, may not exceed the elevation of the floor joists of the lowest habitable floor.

Section 25. No pier, wharf, dock, boathouse or other structure shall be erected in any canal without first having obtained the written approval of the Committee, and in no event shall any such structure extend beyond the bulkhead line more than 12.5 feet into the canal.

Section 26. No boat which is used for commercial purposes will be allowed to operate or be anchored or docked in any manner in any waterway; provided, however, that any boat rigged for the dragging of nets must be moored in a boathouse and lifted from the water when it is not in use. Upon complaint to the Association by an owner in good standing, any boat operated in the waterways must be approved in writing by the Association as the appearance, size and loudness of motors. No boat of any size or type which is unsightly, oversized, or has an unusually loud motor will be allowed to be placed in any waterway. No boat shall be anchored in any canal in the Subdivision. Each boat must be securely tied fore and aft to the canal lot frontage of the owner. No person shall be permitted to flush a toilet or discharge any other effluent from a boat into the waterways. In the waterways, no person shall be permitted to live aboard a boat overnight or for a longer period of time. No boat shall be allowed to be moored to the outside of any boathouse in the Subdivision except on a temporary basis (less than 30 minutes) and may not be left unattended. No boat will be allowed to be docked or moored to any lot that does not have permanent electricity as supplied by Houston Lighting and Power or its successors.

Section 27. The canal shown on the Plat of this Subdivision will at all times be open for the use of the owners in this Subdivision, their guests and

invitees. The Association shall make all necessary rules deemed necessary from time to time regarding navigation of the canals, especially as to speed limits and no wake zones that are not in conflict with any other section of these restrictions.

ARTICLE IV.

Architectural Control Committee

Section 1. Creation of Architectural Control Committee. There is hereby created a committee to be known as the Architectural Control Committee for Tiki Cove Estates, a Tiki Island Subdivision, which is created for the purposes of reviewing and approving or disapproving applications for architectural control committee approvals and/or requests for variances, as hereinafter more fully set forth.

Section 2. Committee Membership. The Architectural Control Committee members shall be three (3) in number, and the initial members of the Architectural Control Committee shall be Richard Hensley, Katherine Hensley and Mike Yarborough. Any approval or disapproval of any matter requiring action by the Committee shall be in writing and signed by a member of the Committee. A voting quorum of two members shall be required for any action. In the event of death, removal, expiration of term or resignation of any member or members of said Committee, the successor member or members shall be appointed by Tiki Cove Estates, L.C., and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted. When by death, removal, expiration of term or resignation of members the Committee is reduced to only one member, the requirement of a quorum shall be suspended until one or more successor member or members shall have been appointed according to the provisions of this Section. The power of Tiki Cove Estates, L.C. to remove or replace members of the Architectural Control Committee and to appoint successor member or members of the Architectural Control Committee shall automatically cease on the first (1st) day of January, 2002. Thereafter, the power to remove or replace members of the Architectural Control Committee and to appoint successor member or members of the Architectural Control Committee and all powers, duties and rights conferred upon the Architectural Control committee by virtue of this Declaration shall vest in the Tiki Cove Estates Property Owners Association, without the necessity of the execution or recording of any written instrument of assignment. Nothing contained herein shall prevent Tiki Cove Estates L.C. from assigning such powers to the Tiki Cove Estates Property Owners Association at an earlier date.

Section 3. No building or other improvement shall be erected, placed, or altered on any lot until construction plans and specifications and a plot plan showing the location and size of the structure or improvement have been approved in writing as to harmony of exterior design materials and color with the existing structures in the Subdivision, as to location with respect to topography and finished ground elevation, and as to compliance with minimum

construction standards by the Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Committee or its designated representative, prior to commencement of construction. The Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate. A fee will be charged for the review of the building plans. The owner will pay such fee to the Association at the time that the building plans are submitted to the Committee. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents, approval will not be required and the requirements of this Article IV, will be deemed to have been fulfilled. No building plans may be approved unless (1) all amounts relating to maintenance charges and mowing fees due and payable for the lot pursuant to Article V, hereof have been paid in full, (2) the condition of the bulkhead for the lot is in compliance with Article III, Section 22 hereof, and (3) all amounts relating to bulkhead repairs made by the Association pursuant to Article III, Section 22 hereof have been paid in full.

ARTICLE V.

Maintenance Charge

Each lot in the Subdivision after its completion as a saleable lot, and sold, exchanged or conveyed after January 1, 1999, is hereby subject to an annual maintenance charge of Fifty and no/100ths Dollars (\$50.00) per year. (1) Lots with water frontage (Lots 1 - 17) shall be responsible for all future canal maintenance and be subject to an additional yearly fee of One Hundred Fifty and no/100ths Dollars (\$150.00) per year, to be held in escrow by the Association in a separate fund to be known as the Canal Maintenance Dredging Fund. Payment of this additional One Hundred Fifty and no/100ths Dollars (\$150.00) fee shall commence after its completion as a saleable lot and sold, exchanged or conveyed after January 1, 1999, or in the case of lots # 1 and # 2, when a boat access channel is excavated, and their completion as sellable lots and at the time that they are sold, exchanged or conveyed after January 1, 1999. Payment of this additional yearly fee of One Hundred Fifty and no/100ths Dollars (\$150.00) shall continue until the escrow account for the Canal Maintenance Dredging Fund reaches the sum of Thirty Thousand and no/100ths Dollars (\$30,000). Payments into the fund shall then cease until it becomes necessary to maintenance dredge the canal. Fees shall then commence again until the money expended from the fund is replenished, at which time the collection of the Canal Maintenance Dredging Fund fees shall again cease. The fees are due and payable annually in advance to the Association by the owner or purchaser of each lot on the first day of January of each year, on lots sold, exchanged or conveyed after January 1, 1999, and continuing on January 1 of each and every succeeding calendar year thereafter, until terminated as provided below, for the purpose of creating a fund known as the "Maintenance Fund" and described below. A lot shall be deemed to be completed when it has paved roads and utilities and is filled to grade with soil

retention. The maintenance charge shall be prorated between the purchaser and seller of a lot in the proportion that the remaining months of the calendar year bear to the whole year. At the time any lot is sold, the purchaser thereof shall pay a transfer fee to the Association in the amount of Five and no/100ths Dollars (\$5.00), in consideration of expenses incurred in identifying and processing the transfer and other good and valuable consideration; provided, however, that in the event the purchaser thereof shall notify the Association, within thirty (30) days of the execution of the document transferring ownership of the lot, of the purchaser's full name, mailing address, and lot number, then no such transfer fee shall be charged.

The Association may increase the maintenance charge from time to time by action applying uniformly to all lots in the Subdivision, but the amount of any such increase for each calendar year shall not exceed Five and no/100ths Dollars (\$5.00) per lot; provided, however, that no increase shall occur until January 1, 2005, at which time the annual maintenance charge for calendar year 2005 becomes due and payable, and, provided further, that the annual maintenance charge may not at any time exceed the maximum sum of One Hundred and no/100ths Dollars (\$100.00) for each lot in the Subdivision with no canal frontage (Lots 18 - 35) and Two Hundred Fifty and no/100ths Dollars (\$250.00) per year for lots with canal frontage (Lots 1 - 17). The Association may also from time to time reduce the maintenance charges payable by owners of two or more lots by action applying uniformly to all owners of two or more lots. Such increase or decrease shall become effective on January 1 of the year to which said change applies.

Each vacant lot in the Subdivision that is not landscaped is hereby subjected to an annual mowing fee, in an amount to be determined by the Association, which is due and payable annually in advance to the Association by the owner or purchaser of each lot on the first day of January of each year, beginning on January 1, 1999, and continuing on January 1 of each and every succeeding calendar year thereafter, until terminated as provided below. The owner of each vacant lot in the Subdivision that is not landscaped, grants the right to the Association to cut weeds and grass and to perform and cause to be performed the services necessary for compliance with Article III, Section I, herein and agrees to timely pay to the Association the amount of the mowing fee therefore. The Association or its agent shall, without liability to the owner or occupant, in trespass or otherwise, enter upon such vacant lot and cut such weeds and grass and perform such services as the Association may deem to be appropriate.

Each maintenance charge, mowing fee, and bulkhead repair fee (pursuant to Article II, Section 22 hereof) that is not paid at the time the same becomes due and payable to the Association shall bear interest at the rate of twelve percent (12%) per annum, which amounts to one percent (1%) per month. The owner of each lot agrees to pay such interest to the Association. In the event the Association incurs attorney's fees, court costs, or other expenses in connection with the enforcement of any of these covenants, conditions, reservations, and restrictions, including, but not limited to, the collection of the maintenance charge, mowing fee, and bulkhead repair fee hereunder, the owner agrees to pay to the Association the reasonable amount of all such

attorney's fees, costs, and other expenses which relate to his lot. The owner of each lot, his heirs, personal representatives, successors and assigns shall be personally obligated jointly and severally, for such maintenance charges, mowing fees, bulkhead repair fees, interest, and attorney's fees. The owner hereby grants to the Association a lien on the owner's lot to secure the payment of all maintenance charges, mowing fees, bulkhead repair fees, interest, and attorney's fees, all of which shall be a charge on the land, and said lien shall be a continuing lien upon the lot to which the maintenance charges, mowing fees, and bulkhead repair fees relate.

To secure the payment of the maintenance charge, mowing fee, bulkhead repair fee (pursuant to Article III, Section 22 hereof), interest, and attorney's fees on each lot, a vendor's lien is hereby retained on each lot in favor of the Association, and it shall be the same as if a vendor's lien were retained in favor of Tiki Cove Estates Property Owners Association, or any subsequent agent assigned by the Association without recourse in any manner on Tiki Cove Estates L.C., or any subsequent owner for payment of such indebtedness. The liens herein shall be enforceable through appropriate proceedings at law and in equity; provided, however, that each such lien shall be secondary, inferior and subordinate to all liens, present and future, given, granted and created by or at the instance and request of the owner of any lot to secure the payment of moneys advanced or to be advanced on account of the purchase price or the improvements of any such lot, and further provided that in the event the Association has received written notice of the name and address of the first mortgage holder, as a condition precedent to any proceeding to enforce such lien upon which there is an outstanding valid and subsisting first mortgage lien, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action by mailing to the last known address or to the nearest convenient office of such first mortgage holder by prepaid United States mail a statement of the delinquent maintenance charges, mowing fees, bulkhead repair fees, interest, and attorney's fees, upon which proposed action is based. The Association may bring an action at law and in equity against the owner personally obligated to pay the maintenance charges, mowing fees, bulkhead repair fees, interest, and attorney's fees, and to foreclose the liens granted herein against the lot and may obtain an order of sale of the lot to which such liens are attached.

By acceptance of a contract of sale, deed, or other instrument of conveyance, each owner agrees and consents to the maintenance charges, mowing fees, bulkhead repair fees, interest, attorney's fees, and the liens as provided herein and expressly vests in the Association or its agents the right and power to bring all actions against each owner personally for the collection of such maintenance charges, mowing fees, bulkhead repair fees, interest, and attorney's fees as a debt. Upon the conveyance of any lot in the Subdivision, successive owners shall, from the time of the acquiring title, be held to have covenanted and agreed to pay the Association all past and future maintenance charges, mowing fees, and bulkhead repair fees, interest, and attorney's fees, relating to such lot.

"Maintenance expenses" shall include expenses incurred for any of the following purposes: Landscaping, constructing, improving and maintaining any

easements, sidewalks, paths, fences, waterways, navigational facilities and aids, and any structures, facilities or area which can be used by all owners or which in the opinion of the Association would benefit the Subdivision of Tiki Cove Estates, employing security personnel or any other action deemed desirable to protect persons and property, payment of legal and all other expenses in connection with the operation of the Association, and the enforcement of recorded charges, restrictions, covenants, reservations, agreements and conditions affecting property to which maintenance charges apply, payment of all expenses in connection with the collection and administration of the maintenance charges, and doing any other things necessary and desirable in the opinion of the Association to keep property neat and in good order or which it considers of general benefit to the Subdivision or other portions of Tiki Island. The act of the Association and its expenditures of the Maintenance Fund shall be final so long as it acts in good faith.

ARTICLE VI.

General Provisions

Section 1. Enforcement. The Association, or the owner of any lot, shall have the right to enforce, by a proceeding at law or in equity all covenants, conditions, reservations, restrictions, liens and charges renewed and extended herein, now imposed, or hereafter imposed by the provisions of this instrument or any modification hereto. The Association, or the owner of any lot, may so prosecute any proceeding at law or in equity against any person violating, attempting to violate, or threatening to violate the provisions of this instrument or any modification hereto, either to prevent him from doing so or to recover damages for such violation. Failure by the Association or by any owner to enforce any covenant, condition, reservation, restriction, lien, or charge herein shall in no event be deemed a waiver of the right to do so thereafter. This section shall not restrict any governmental agency or entity from acting to enforce any of the foregoing provisions.

Section 2. Severability. Invalidity of any one of these reservations, covenants, conditions, restrictions, liens, charges, or other provisions by judgment or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

Section 3. Modification of the above Deed Restrictions. The covenants, conditions, reservations, and restrictions herein shall run with and bind the land comprising the property in the Subdivision for an initial term from January 1, 1999 until December 31, 2014, after which time they shall be automatically extended for successive terms of ten (10) years each. The covenants, conditions, reservations, and restrictions herein may be modified upon the expiration of the initial term or any successive term hereof by an instrument signed by a majority of the property owners in this Subdivision. Any modification hereof must be duly recorded in the Office of the County Clerk of Galveston County, Texas (1) on or before the expiration of the initial

term of the covenants, conditions, reservations, and restrictions herein or (2) on or before the expiration of any successive term thereof.

Section 4. Relationship to Village of Tiki Island. In the event any ordinance, regulation, or charter provision of the Village of Tiki Island or of any governmental entity succeeding thereto shall conflict with any of the provisions contained herein, such ordinance, regulations, or charter provision, if more restrictive than the deed restrictions, shall take precedence and be controlling over the provisions contained herein.

Section 5. Limitation on interest. It is the intention of each owner in the Subdivision and of the Association that the provisions hereof conform in all respects to the laws of the State of Texas, or the laws of the United States, whichever may be applicable, so that no payment of interest or other sum construed to be interest shall exceed the highest lawful rate permissible under the laws applicable hereto. In determining the annual or monthly rate of interest paid or payable hereunder, all sums paid or to be paid as interest or construed to be interest shall be prorated, allocated, or spread as permitted under applicable laws. If through any circumstances any owner contracts for the payment of or pays any sums as interest or construed to be interest which would exceed the highest lawful rate applicable hereto, (1) the amount contracted for shall be automatically reduced to the highest lawful rate authorized for such provision, and (2) the amount of excess interest paid shall be applied to the reduction of the principal balance owed by the owner to the Association, if any, and if the principal balance has been fully paid, the excess interest shall be refunded to the owner and thereupon, the Association shall not be subject to any penalty provided for the contracting for, charging or receiving interest in excess of such highest lawful rate regardless of when or the circumstances under which such refund or application was made.

Section 6. Number and gender. The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret the above restrictions in accordance with the intent of the majority of the property owners of the Subdivision. Likewise, if either the feminine or masculine gender should be one of or inclusive of the other gender, it shall be so treated.

Section 7. Multiple signature pages. The signatures of the owners modifying these covenants, conditions, reservations, and restrictions may be on multiple signature pages, shall be incorporated herein by reference for all purposes, and shall have the same effect as a signature on page 16 of this instrument, so long as each signature page is entitled "Modification of Covenants, Conditions, Reservations, and Restrictions of Tiki Cove Estates, A Tiki Island Subdivision" and is signed by one or more property owners in the Subdivision.

ARTICLE VII.

Membership Tiki Cove Estates Property Owners Association

Section 1. Membership. Every person or entity who is an owner of any of the lots governed by these restrictions shall be a member of the Tiki Cove Estates Property Owners Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

Section 2. Voting Rights. Members shall be all those owners as defined in Section 1. Each member shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Section 3. Nonprofit Corporation. A Texas Non-Profit Corporation, entitled the Tiki Cove Estates Property Owners Association, shall be organized and duly incorporated and all duties, obligations, benefits, liens, and rights hereunder shall vest in said corporation.

Section 4. Bylaws. The Tiki Cove Estates Property Owners Association may make whatever rules or bylaws it may choose to govern the organization, provided that said are not in conflict with the terms and provisions hereof.

STATE OF TEXAS §

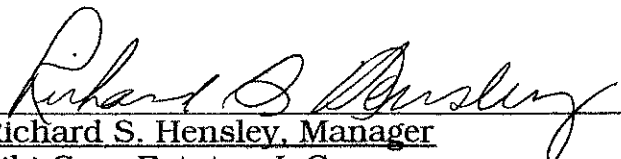
COUNTY OF GALVESTON §

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOR
TIKI COVE ESTATES L.C.

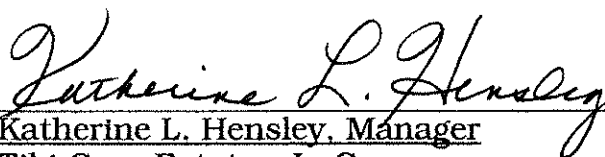
MODIFICATION OF COVENANTS, CONDITIONS, RESERVATIONS, AND
RESTRICTIONS FOR TIKI COVE ESTATES

Tiki Cove Estates, L.C. a registered Texas Limited Liability Company, the said undersigned Lot Owner(s), being the present and only record Owner(s) of Lots 1 through 35, inclusive, of Plat of Tiki Cove Estates, a subdivision in the Village of Tiki Island, Galveston County, Texas, according to the map or Plat thereof recorded in Plat Record # 18 and and Map Number 823 of the Map Records of in the County Clerk's Office of Galveston County, Texas, hereby approve, agree and consent to the Declaration of Covenants, Conditions and Restrictions for Tiki Cove Estates, as amended, and hereby covenant and agree that the Lots to which Tiki Cove Estates L.C. holds record title, as described above, shall be and is hereby subject to this Declaration. Tiki Cove Estates L. C., the said undersigned Lot Owner(s), do hereby make and file the foregoing restrictions, reservations, protective covenants, limitations and conditions regarding the use and/or improvements on the Lots located in Tiki Cove Estates. Tiki Cove Estates, L.C., hereby covenant and agree that all the terms and provisions hereof shall extend to and be binding on it and on its heirs, personal representatives, administrators, subsequent purchasers, successors and assigns. Tiki Cove Estates, L.C. understands that this document is a Contract and Tiki Cove Estates L. C. has read same and fully understand same.

SIGNED AND EXECUTED this 3rd day of September, 1999 by the Managers of Tiki Cove Estates, L. C., being the present record Owner(s) of said Lots in Tiki Cove Estates, a Subdivision of Tiki Island.



Richard S. Hensley, Manager
Tiki Cove Estates, L.C.



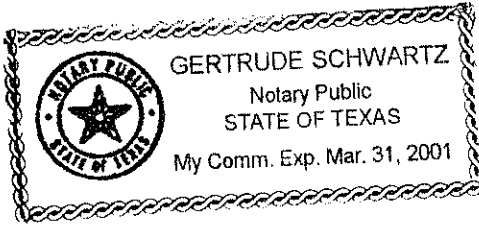
Katherine L. Hensley, Manager
Tiki Cove Estates, L. C.

013-90-0310

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared Richard S. Hensley and Katherine L. Hensley, individually and as Managers of Tiki Cove Estates, L. C. a registered Texas Limited Liability Company, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, in the capacities therein stated, and as their acts and deeds and the acts and deeds of the said Limited Liability Company and on behalf of said Limited Liability Company.

GIVEN UNDER MY HAND AND SEAL OF THIS 3rd day of September, 1999, to certify which witness my hand and seal of office.



Gertrude Schwartz

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY:

GERTRUDE SCHWARTZ
MY COMMISSION EXPIRES:

3-31-2001

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Patricia Ritchie

9-7-99 10:58 AM 9945968
HOOD_P \$41.00
Patricia Ritchie, County Clerk
GALVESTON COUNTY, TEXAS

K. Hensley
1239 Hawaii PAID
Galveston, Tx. 77554