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THE STATE OF TEXAS  
COUNTY OF BRAZORIA

RESERVATIONS AND RESTRICTIONS  
OF  
TREASURE ISLAND, SECTION III

KNOW ALL MEN BY THESE PRESENTS: That THE TIMEWEALTH CORPORATION, of Harris County, Texas, hereinafter called owner of the lands and premises hereinafter described, for the purpose, of evidencing and setting forth a substantially uniform plan of development which has been adopted for such lands and premises, do hereby covenant and here provide the TIMEWEALTH CORPORATION, as well as its successors and assigns, and all parties holding title by, through and under it shall hereinafter have and hold title to the following described lands and premises, to-wit:

The lands, blocks and lots in TREASURE ISLAND, a subdivision of a part of the Stephen F. Austin Peninsular League situated, lying, and being within the limits of the County of Brazoria, Texas, in accordance with the map or plat of said subdivision filed for record in the Office of the County Clerk of Brazoria County, Texas, reference being here made to the map records of said county for all purposes of description, subject to the following restrictions, reservations and covenants running with the land, which The TIMEWEALTH CORPORATION, Owner, agrees shall be binding upon and shall be observed by itself, its successors and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said subdivided and platted land above described.

RESIDENTIAL COVENANTS

1. All platted lots in the subdivision shall be restricted to use for residential purposes and no building shall be erected, altered or permitted to remain on any residential lot to exceed three and one-half stories in height.
2. All buildings shall have a minimum of not less than 800 square feet under roof and shall be constructed of materials that shall conform with the general architectural appearance that prevails in the subdivision.
3. No building shall be erected, placed or altered until the construction

1200 sq ft

9 YEARS

3. DEED

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plans and specifications, along with a plot plan, shall have been approved by the Architectural Control Committee. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building set back line, unless similarly approved by the Architectural Control Committee.

4. No residential lot shall be used for any commercial nature even though the commercial nature shall be incidental to the usage of the property.

5. No noxious or offensive activity shall be carried on, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on the lot, except dogs, cats and other household pets, provided they are not kept, bred or maintained for commercial purpose.

7. No structure of a temporary character, trailer, basement, tent or other outbuildings of any nature shall be used on any lot at any time by a resident either temporarily or permanently.

8. No lot shall be resubdivided and no more than one residence may be located upon any single lot.

9. The easements, as shown on the plat of the said subdivision, are expressly reserved for use by utility companies to be franchised by subdivider.

10. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines, unless approved by the Architectural Control Committee.

11. No open toilet shall be erected or maintained in said subdivision except

on a temporary basis during construction, and in no event shall such toilet be maintained or used for over 90 days.

12. All buildings with wooden exteriors shall be painted not less than two coats immediately upon erection, unless approved by the Architectural Control Committee.

13. No structure shall be moved onto any lot unless it meets with the specific approval of the Architectural Control Committee and must in all cases conform to and be in harmony with the existing structures in the subdivision.

14. No mineral rights are included in any conveyance, and all conveyances shall be subject to Oil and Gas Leases and any Easements and Right of Way of Record.

15. No pier or obstruction of any sort may extend into the boat channel or canals beyond 6 feet.

16. All lots shall have a 5 ft. required side yard and rear yard set-back; all boulevard lots shall have 20 ft. required front yard set-back; all beach lots shall have a 50 ft. required front yard set-back; all other lots shall have 25 ft. required front yard set-back.

17. All resales of property must be approved by the Architectural Control Committee.

#### GENERAL PROVISIONS

1. The Architectural Control Committee is composed of Walter Grover, Jack Wilson, Roy Otto and Marvin McVey. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the ten record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee to restore to it any of its power and duties.

2. The Committee's approval or disapproval as required in these covenants

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shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until January 1, 1982, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said covenants in whole or in part by an instrument signed by a majority of the then owners of the lots. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons, violating or attempting to violate any such covenants, and either to prevent him or them from doing, or to recover damage or other dues for such violations.

4. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

5. If through any error or oversight or mistake between said owners and the owner or builder of any structure in said blocks covered in these restrictions, whether on the part of one or both, such structure shall not entirely conform to all of the limitations herein set forth, such nonconformity shall in no way affect or impair the limitations or restrictions as applying to any and all of the remainder of said blocks and delinquency or delay on the part of said owner in enforcing the correction of any violation of any limitation or restriction shall not operate as a waiver of such violation, or confer any implied right on any owner or holder on a lot or lots in said blocks, to change, alter or violate any of said limitations.

6. This instrument shall be recorded in the office of the County Clerk of Brazoria County, Texas, and shall be referred to in all contracts and deeds executed

DEED

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by the said owner, purchaser and interested persons in any and all lots in said blocks and place on due notice of the full contents hereof just as completely as if in this instrument were included in such contracts of sale, deed and other evidence of title. The title of this declaration under which it shall be filed in the office of the County Clerk in Brazoria County is TREASURE ISLAND.

EXECUTED as of this the 11th day of December

1969.

THE TIMEWEALTH CORPORATION

By   
President



DEED

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THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Jack R. Wilson, President of The TIMEWEALTH CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said THE TIMEWEALTH CORPORATION, a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of December, 1969.



Bobbie Farrier  
Notary Public in and for Harris  
County, TEXAS.

FILED FOR RECORD  
AT 8:06 O'CLOCK A. M.

DEC 17 1969

H. R. STEVENS, JR.  
CLERK COUNTY COURT, BRAZORIA CO., TEXAS  
BY [Signature] DEPUTY

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