

Sea Isle

71980

DEED OF TRUST

BOOK 1998 PAGE 646

THE STATE OF TEXAS
COUNTY OF GALVESTON

I
I

RESERVATIONS AND RESTRICTIONS
OF
SEA ISLE, SECTION 22

WHEREAS, JAMAICA RESORT CORPORATION (hereinafter called "Jamaica"), a Texas corporation, is the owner of all that certain 8.13 acre tract of land out of the Hall and Jones Survey, Galveston Island, in Galveston County, Texas, a subdivision designated as Sea Isle, Section 22 according to the map or plat thereof being filed with the County Clerk of Galveston County, Texas; and,

WHEREAS, Jamaica desires the development of its property to be for the mutual benefit and pleasure of the present and future property owners in such subdivision and to protect the property values therein by imposing upon and against all of the lots therein the reservations, restrictions and other provisions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that JAMAICA RESORT CORPORATION does hereby make, adopt and establish the reservations, restrictions and other provisions (including without limitation reservations, restrictions, declarations, easements, limitations, charges, liens, agreements, covenants, conditions, preferential purchase rights and stipulations) hereinafter set forth as applicable to said lots in Sea Isle, Section 22 a subdivision on Galveston Island, Galveston County, Texas, according to the map or plat being filed in the office of the County Clerk of Galveston County, Texas (hereinafter

called the "Subdivision"). Said map or plat has been duly authenticated with proper certificates dedicating only the use of the streets shown thereon to the public for ordinary roadway purposes, subject to the reservations, restrictions and other provisions herein contained to the same extent as though copied at length in said dedication certificate, and said map or plat is subject only to such minor changes, as, in the judgment of Jamaica, are necessitated by the efficient installation of improvements.

RESERVATIONS

In so authenticating said map or plat for record and in so dedicating the use of the streets (whether such streets are referred to as drives, avenues, roads, lanes, ways, boulevards or streets) as shown thereon to the public for ordinary roadway purposes only, there was reserved and there is hereby expressly reserved in Jamaica the following rights, titles and easements (hereinafter collectively called the "Reservations"). The Reservations may be incorporated to the same extent as if set forth in full in any contract of sale, deed, lease or other transfer of any interest in any property in the Subdivision by reference to this instrument; and every contract of sale, deed, lease or other transfer of any interest in any property in the Subdivision shall be conclusively deemed to have been executed, delivered and accepted subject to the following Reservations,

even if the Reservations are not set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of any interest in any such property:

- (1) The legal and fee simple title in and to each and all of said streets as shown on said map or plat is hereby reserved in Jamaica, subject to the limited dedication of the use of such streets to the public for ordinary roadway purposes only.
- (2) Jamaica reserves for itself, its successors and assigns, title in and to all water, sanitary sewer, storm sewer, drainage and gas pipes, mains, conductors, and all appurtenances thereto and all electric distribution, communication and television lines, wires, cables, conduits and all appurtenances thereto heretofore or hereafter constructed by Jamaica or its agents in all of said streets in the Subdivision, together with a perpetual easement to operate, maintain, inspect, repair, reconstruct, change the size of and remove such pipes, mains, conductors, lines, wires, cables, conduits and appurtenances thereto, as it or they may from time to time desire.
- (3) Jamaica reserves for itself, its successors and assigns, a perpetual nonexclusive easement to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size of and remove such water, sanitary sewer, storm sewer, drainage and gas pipes, mains and conductors and all appurtenances thereto pertinent to the operation of waterworks, sanitary sewer, storm sewer and drainage systems, and pertinent to the operation of gas distribution systems and such electric distribution, communication and television lines, wires, cables, conduits and appurtenances thereto pertinent to the operation of electric distribution, communication and television systems as it or they may from time to time desire, in, upon, along, under, over, across and through all of said streets in the Subdivision. Such pipes, mains, conductors, lines, wires, cables, conduits and appurtenances shall be buried to such reasonable depth as will not interfere with the use of the streets for ordinary roadway purposes.
- (4) Jamaica reserves for itself, its successors and assigns, perpetual utility easements or rights-

through the various ten (10) feet wide segments, each of which is individually shown on the attached map or plat of the Subdivision as "10' UTILITY EASEMENT," to lay, construct, operate, maintain, inspect, reconstruct, multiply, change the size of and remove such utility lines and facilities (including without limitation of the generality thereof, water, sanitary sewer, storm sewer, drainage and gas pipes, mains, conductors and all appurtenances thereto and electric distribution, communication and television lines, wires, cables, conduits, poles, towers, props, guys, connections and all appurtenances thereto), as it or they may from time to time desire. All utility easements hereby reserved are easements ten (10) feet in breadth at and below normal ground level and extending upward to a plane twenty (20) feet above the ground, and from said plane and upward, the utility easements are unobstructed aerial easements twenty (20) feet in breadth, extending five (5) feet in breadth adjacent to and on both sides of the utility easements on each lot or parcel of land. All utility easements include the rights of ingress and egress thereto for the exercise thereof and include the right to remove from the utility easements all bushes, trees and parts thereof or any obstructions whatsoever which in the opinion of Jamaica or its successors or assigns, endanger or may interfere with the efficiency, safety or proper maintenance of the utility lines and facilities. Neither Jamaica, any utility company, nor any other successor or assign, using the utility easements shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, trees or flowers or other property situated in the part of a lot or parcel of land conveyed by such utility easements. All utility easements hereby reserved shall be divisible among two or more owners.

Jamaica further reserves the exclusive right to grant franchises and easements to utility companies to lay, construct, operate, maintain, inspect, reconstruct, change the size of, multiply and remove such utility lines in such utility easements. Such utility easements are not dedicated to the public in any manner.

In addition to the foregoing utility easements granted, a further utility easement is hereby reserved, if and when Jamaica shall provide

DEED OF TRUST

BOOK 1998 PAGE 650

underground utilities of any nature to the Sub-division, a two (2) foot wide easement centered along and beside the underground utility service line installed from the aforementioned easement adjacent to each lot to the point of service on the residential structure.

- (5) Jamaica reserves for itself, its successors and assigns, a perpetual nonexclusive easement in, upon, along, under, over, across and through each lot or parcel of land in the Subdivision which is adjacent to the beaches lying along the Gulf of Mexico, (in common with the owner of any such lot or parcel of land), to the extent necessary to construct, operate, maintain, inspect, repair, change the size of and reconstruct bulkheads located in whole or in part on such lots or parcels of land for the purpose of maintaining and protecting the lots or parcels of land and the adjacent beach from erosion.
- (6) Jamaica reserves for itself, its successors and assigns, all of the underground water and underground water rights in, on, under and that may be recovered from any lot or parcel of land within the Subdivision exclusive of water rights in surface waters, but waives all rights of ingress and egress for the purpose of exploring, developing, drilling, mining for and producing such underground water from any such lot or parcel of land and shall have the right to recover such underground water only from any adjacent land.
- (7) There are certain areas shown on the map or plat of the Subdivision designated "Walkway." Jamaica hereby reserves and hereby conveys to Seaway Boat Club, Inc., a Texas non-profit corporation, its successors and assigns, perpetual easements and rights-of-way in, along, under, over, across and through each area designated "Walkway" as shown on the map or plat of the Subdivision (in common with the owners of the two lots abutting each of such walkways) to construct, operate, maintain, inspect and reconstruct a common walkway for a passageway by foot for all licensees of said corporation.

- (8) There are certain areas shown on the map or plat of the Subdivision which are designated "Private Drive," each of which adjoins lots in the Subdivision. Jamaica hereby reserves the private drives with the benefit of the adjoining lots as a common driveway for ingress and egress connecting the adjoining lots and the "public streets"; provided, however, that in common therewith Jamaica hereby reserves and conveys to Seaway Boat Club, Inc., a Texas non-profit corporation, its successors and assigns, perpetual easements and rights-of-way in, along, under, over, across and through the areas designated as "Private Drive" on the map or plat of the Subdivision to operate, maintain, repair and reconstruct the private drive, or a part thereof, as a common passageway by foot for all licensees of the said Corporation.

The conveyance by Jamaica of any lot or parcel of land in the Subdivision by contract of sale, deed, lease or other instrument transferring any interest shall not in any event be held or construed to include any of the rights, titles and easements heretofore reserved in any of the foregoing paragraphs, nor the title to water, gas, sanitary sewer, storm sewer, drainage and gas pipes, mains and conductors and all appurtenances thereto and electric distribution, communication and television lines, wires, cables, conduits, poles and all appurtenances or any other utility or appurtenances thereto

DEED OF TRUST
BOOK 1998 PAGE 651

DEED OF TRUST
BOOK 1998 PAGE 652

constructed by Jamaica or its agents, in, upon, along, under, over, across or through such easements, such property or any part thereof, or such streets, to serve any property within or without the Subdivision. The right to sell and lease all such rights, titles, easements, utilities and appurtenances is expressly reserved in Jamaica, its successors and assigns. The foregoing reservations or rights and easements shall not, however, obligate Jamaica to exercise any of such reserved rights and easements.

The invalidity, abandonment or waiver of any one or more of the foregoing Reservations, or any sentence, clause or part thereof shall not affect the remaining Reservations or sentences, clauses or parts thereof, which shall remain in full force and effect.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the parceling and sale of all lots in the Subdivision as a district set aside for suburban homes and the uses ordinarily accessory thereto, the following restrictions, including without limitation restrictions, declarations, easements, limitations, charges, liens, agreements, covenants, conditions, preferential purchase rights and stipulations (hereafter collectively called the "Restrictions"), are hereby established and adopted to apply uniformly to the use, occupancy and conveyance of all of the lots in the Subdivision. The Restrictions may be incorporated to the same extent as though set forth in full in any contract of sale, deed, lease

or other transfer of any interest in any lot in the Subdivision by reference to this instrument; and every contract of sale, deed, lease, or other transfer of any interest hereafter executed with regard to any lot in the Subdivision shall be conclusively deemed to have been executed, delivered and accepted subject to the following Restrictions, even if the Restrictions are not set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of any interest in any such lot:

- (1) Each lot shall be used only for single family residential purposes. The term "residential purposes" excludes, without limitation, hospitals, clinics, duplex houses, apartment houses, garage apartments, hotels and excludes commercial and professional uses whether from homes, residences or otherwise, but includes any rental of a single family dwelling to a single family at any time and for such period of time as any Owner of a lot deems desirable. No building, other than a single family residential dwelling designated constructed for use by a single family with such garages and other structures as may be suitable for use by a single family, shall be erected, placed, altered or permitted to remain on any lot.
- (2) No structure of any type shall be constructed, placed or altered on any lot until a building permit has been issued for such structure by the Sea Isle Improvement Committee as herein defined. The standards for approval for such structure will be in compliance with these restrictions, quality of materials and workmanship, the external design in relation to existing structures and the location with respect to topography of the property. Structure as used herein shall be held to include buildings, fences, boat houses, docks, piers, house trailers, walls, swimming pools, playground equipment and outdoor cooking or eating facilities of a permanent nature. The Sea Isle Improvement Committee may require a reasonable fee for performing the functions of this paragraph and may refuse to issue such a building permit for failure to pay such fee.

DEED OF TRUST
BOOK 1998 PAGE 654

- (3) The ground floor area of all residences, exclusive of open porches and garages, shall not be less than 900 square feet.
- (4) All elevated structures built on pilings or other types of elevated foundations shall be designed so that the foundation will be beautiful in a manner to maintain standards set by the Sea Isle Improvement Committee. Above ground butane tanks must be screened from public view by planting or decorative fence or screen in a manner approved by the Sea Isle Improvement Committee.
- (5) All storm blinds must be painted to match the house color or unpainted in the case of an unpainted house.
- (6) Building Lines.
 - (a) For purposes of establishing the restrictions regarding Building Lines for Section 22, the term "front side" or "front" of a lot or parcel is the Gulf of Mexico side of the lot or parcel.
 - (b) On each of lots #1, #6, #11, #16, #21, #26, #31 and #36 of Section 22, the builder must build to within ten (10) feet of the West line, but not nearer than ten (10) feet to the East line, nor nearer than thirty (30) feet to the rear line.
 - (c) On each of lots #5, #10, #15, #20, #25, #30, #35 and #40 of Section 22, the builder must build to within ten (10) feet of the East line, but not nearer than ten (10) feet to the West line, nor nearer than thirty (30) feet to the rear line.
 - (d) On each of lots #2, #12, #22 and #32 of Section 22, the builder must build within a rectangle fifteen (15) feet from the front and rear lines and thirty (30) feet from each side line.

- (e) On each of lots #3, #4, #13, #14, #23, #24, #33 and #34 of Section 22, the builder must build within a rectangle twenty (20) feet from the front and rear lines and ten (10) feet from each side line.
- (f) On each of lots #7, #17, #27 and #37 of Section 22, the builder must build to within ten (10) feet of the West line, but not nearer than ten (10) feet to the East line, nor nearer than twenty (20) feet to the front or rear lines.
- (g) On each of lots #9, #19, #29 and #39 of Section 22, the builder must build to within ten (10) feet of the East line, but not nearer than ten (10) feet to the West line, nor nearer than twenty (20) feet to the front or rear lines.
- (h) On each of lots #8, #18, #28 and #38 of Section 22, the builder must build within a rectangle fifteen (15) feet from the front and rear lines and thirty (30) feet from each side line.
- (i) The Improvement Committee, in its sole discretion, is hereby permitted to approve deviations in building lines in instances, where, in its discretion, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and filed of record and when so given and filed, will become a part of these Restrictions.
- (7) 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.
- (8) 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.
- (9) No residential dwelling shall be occupied unless toilet facilities are installed inside such dwelling and are connected to and use only the central sanitary sewer system in the Subdivision. No septic tanks, outdoor toilets, cesspools or individual disposal systems shall be constructed or used within the Subdivision.
- (10) Each lot which is served by a private driveway constructed over a drainage ditch or drainage way shall have open drainage under such driveway with a not less than 1/4 inch per foot slope.

diameter pipe culvert, although the Committee may require a larger size and determine the grade.

- (11) 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 the Subdivision in observing the above requirements, or any of them, Jamaica and any of its employees, agents, or representatives, 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, may bill for the cost of such work either the owner or occupant of such lot. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in the Subdivision to pay such statement immediately upon receipt thereof.
- (12) 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 Sea Isle Improvement Committee. Jamaica 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 sort in connection therewith, or arising from such removal.
- (13) No boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the building set-back lines. The parking of automotive vehicles on road shoulders for a period longer than twelve hours is prohibited.
- (14) The digging of dirt or the removal of any dirt from any lot is expressly prohibited, except when necessary in conjunction with landscaping of such lot, or in conjunction with construction being done on such lot, but no fill material

placed thereon without the approval in writing of the Sea Isle Improvement Committee.

- (15) All residences and other buildings must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof.
- (16) All hunting rights on the property constituting the Subdivision are retained by Jamaica, its successors and assigns, and without the express written permission from Jamaica, its successors and assigns, or its duly authorized agents, purchasers of lots, their heirs, successors and assigns, shall not have the right to hunt on or from any property in the Subdivision, or from any other property of Jamaica or from any of the islands now owned by Jamaica or which may hereafter be constructed for or by Jamaica, its successors or assigns, and which islands are, or may be located in West Bay.
- (17) If at any time a purchaser of a lot, his heirs (successors) or assigns, should desire to sell the property purchased, or any part thereof, the same shall first be offered to Jamaica, its successors or assigns, which shall have the right to purchase the same at the price the purchaser, his heirs (successors) or assigns can sell such property for; and if Jamaica, its successors or assigns, fail or refuse to exercise said option within ninety (90) days thereafter, said option shall become null and void as to such particular sale set forth in such notice; provided, however, that it is understood and agreed that said ninety (90) days' option shall extend from and after the date Jamaica, its successors or assigns, are notified by the purchaser, his heirs (successors) or assigns, of the price for which said property can be sold.
- (18) The Sea Isle Improvement Committee shall be composed initially of:

Walter Grover;
William Jerome; and,
Jack Wilson.

After an aggregate of seventy-five percent of the lots in the Subdivision has been conveyed by deed from Jamaica, the then owners may appoint a committee composed of three to five members owning lots in Sea Isle to replace the

membership of the initial committee, or the members or remaining member or members of the initial Committee may, in its discretion, before said seventy-five percent of the lots have been so conveyed by deed, fill vacancies on the Committee, which Committee shall never have less than three nor more than five members. As used herein, "Sea Isle" shall mean the Subdivision and all other subdivisions heretofore or hereafter subdivided and designated as numbered sections of "Sea Isle" according to a map or plat filed in the Plat or Map Records of Galveston County, Texas, and which are situated on Galveston Island, Galveston County, Texas, but excluding lots, tracts or parcels of land which were recited as owned by Jamaica in those Reservations and Restrictions executed the 22nd day of May, 1968, and found in Book 1968, Pages 835-842 of the Deed of Trust Records of the County of Galveston, State of Texas, and excluding those lots which the previous owner of Sea Isle (as referred to in those Reservations and Restrictions filed in the Deed of Trust Records for the County of Galveston at Book 1968, Pages 835-842) had contracted to sell or had sold, as described in those Reservations and Restrictions. Each owner shall be entitled to one vote for each lot to which he then holds record title.

- (19). After said aggregate of seventy-five percent of the lots of Jamaica has been so conveyed by deed, then, either on motion of the Sea Isle Improvement Committee, or in the event ten or more lot owners so request, the Sea Isle Improvement Committee may arrange for the initial election of the members of the Committee to replace those named herein. At any time after one year from the next preceding election, the Committee may arrange for any election for the removal or replacement of Committee members--either in its own discretion, or when so requested in writing by ten or more lot owners. The initial election or any subsequent election shall be governed by the following rules:

Written notice of such election, given by actual notice or by addressing such notice by mail to the last known address of each addressee at least two weeks prior to such election, shall be given to each of the then lot owners in Sea Isle. Certification as to the mailing of such notices shall be deemed to be sufficient under

these rules. Votes shall be evidenced by written ballot and the ballot shall be retained for at least one year after such election. Election shall be by the majority vote of those owners then voting in such election. Vacancies occurring between elections may be filled by the remaining member or members of the Committee.

- (20) The Seaway Boat Club, Inc., a non-profit corporation, with corporate offices at Houston, Texas, shall have the following powers and functions regarding the Subdivision:
- (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 Sea Isle).
 - (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.
- (21) Each lot in the Subdivision conveyed by Jamaica, its successors or assigns, is hereby subjected to an annual maintenance charge not to exceed sixty dollars (\$60.00) per year to be set by the Seaway Boat Club, Inc., 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 vendor's lien upon said lot, and payable annually on the first day of January of each year in advance beginning January 1, 1969, to Seaway Boat Club, Inc., at its office in Houston, Texas, and said charge and lien are hereby assigned to said Boat Club. The maintenance charge for a lot purchased during a calendar year shall be prorated in the proportion that the remaining months in the year bear to the whole year. Payment of said annual maintenance charge shall be due and payable by the legal record owner of said lot on January 1 of each calendar year, any subsequent transfer of said lot without payment of said maintenance charge when due shall constitute a lien for that amount plus a delinquency charge as hereinafter provided.

Interest at the rate of ten (10%) percent per annum shall be added to any charges that are more than ten days delinquent.

Funds arising from said charge shall be applied, so far as sufficient, toward the payment of maintenance expenses incurred from any or all of the following purposes: lighting, improving and maintaining the streets, sidewalks, paths, canals, parks, parkways, esplanades, area between curb and sidewalk; collecting and disposing of garbage, ashes, rubbish and the like in said areas; and doing any other thing necessary or desirable in the opinion of said Boat Club 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 judgment of said committee in the expenditure of said fund shall be final so long as such judgment is exercised in good faith.

Such maintenance charge shall extend for a period of twenty-five years from January 1, 1969, and shall be extended automatically for successive periods of ten years unless the then owners of a majority of the lots in the entire addition vote to discontinue such charge, such action to be evidenced by 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.

(22) The Sea Isle Improvement Committee shall have the power to approve or reject plans and specifications for improvements to be erected in Sea Isle. All plans and specifications for all 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) The bulkheading on any beach or any lot shall not be breached for any purpose without first having obtained the written approval of the Sea Isle Improvement Committee and Jamaica or if any other entity or governmental agency maintains such bulkheading, written approval of the

Committee, shall be sufficient. No docks, piers, boathouses or any structures shall be constructed into the Gulf of Mexico without written approval of the Committee and Jamaica, or if any other entity or governmental agency maintains the bulkheading on the beaches, approval of such entity or governmental agency, together with the written approval of the Committee shall be sufficient.

- (24) No residential dwelling shall be occupied unless the residence is connected to the central water system in the Subdivision. The drilling of any individual water wells on any lot shall not be permitted.
- (25) Underground electric service may be available to lots in the Subdivision. If such service is made available to a lot and an Owner of such lot desires to use such service, such Owner shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on such Owner's structure to the point of attachment at the electric company's energized secondary junction boxes, said point of attachment to be made available by the electric company at a point designated by the electric company at the property line of each lot. The electric company furnishing service shall make the necessary electric connections at said point of attachment and at the meter. In addition, such Owner shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of the electric company furnishing service to the residence constructed on such Owner's lot. For so long as underground service is maintained, the electric service to each lot shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current.
- (26) These covenants and restrictions shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded in the office of the County Clerk of Galveston County, Texas, after

which time such covenants shall be extended automatically for successive periods of ten years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change such covenants in whole or in part or to revoke them.

- (27) 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 the Subdivision.

The invalidity, violation, abandonment or waiver of any one or more of or any part of the Restrictions shall in no wise affect or impair the remaining Restrictions or parts thereof which shall remain in full force and effect.


1104 Corporation, the only lienholder on the property within the Subdivision, does hereby join Jamaica and make, adopt and establish the foregoing Reservations and Restrictions (including without limitation reservations, restrictions, declarations, easements, limitations, charges, liens, agreements, covenants, conditions, preferential purchase rights and stipulations) as heretofore set forth as applicable to the property in the Subdivision.

EXECUTED as of this the 21st day of November, 1968.



JAMAICA RESORT CORPORATION

by 
President


asst. Secretary

1104 CORPORATION

by *[Handwritten Signature]*

ATTEST:
[Handwritten Signature]
Secretary
1950
NOTARY PUBLIC
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS

|

COUNTY OF HARRIS

|

BEFORE ME, the undersigned authority, on this day personally appeared Jack E. Wilson, President of JAMAICA RESORT 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 JAMAICA RESORT 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 21st day of November, 1968.



Balthe Ferris
Notary Public in and for
Harris County, T E X A S

DEED OF TRUST
BOOK 1998 PAGE 663

THE STATE OF TEXAS
COUNTY OF Harris

DEED OF TRUST
BOOK 1998 PAGE 664

BEFORE ME, the undersigned authority, on this day personally appeared L. C. Owens ^{President} of Elven-O-Fair Corp, 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 and deed of the said Corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

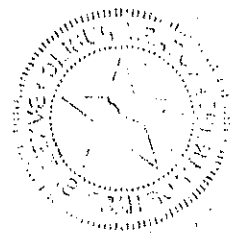
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of November, 1968.



Jean Hindman
Notary Public in and for
Harris County, T E X A S

71980

FILED FOR RECORD
 at 4:25 o'clock P M
 NOV 25 1968
 GERTRUDE MCKENNA
 CLERK CO. CL. GALVESTON COUNTY, TEXAS
Gertrude McKenna Deputy



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

NOV 25 1968



Gertrude McKenna
 COUNTY CLERK, Galveston County, Texas

DEED OF TRUST 17
 BOOK 1998 PAGE 665

AMENDMENT TO BY LAWS FOR SEA ISLE PROPERTY OWNERS, INC.

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

WHEREAS, the original Articles of Incorporation for Seaway Boat Club, Inc having been filed with the Texas Secretary of State on July 24, 1959 under Document Number 3553908, and said entity having filed a name change effective February 26, 1973 with the Secretary of State did thereby lawfully assume the name Sea Isle Property Owners, Inc , and

WHEREAS, the original By Laws for Sea Isle Property Owners, Inc vested with the Board of Directors the authority to impose an annual assessment fee constituting a restriction and reservation which run with and bind each respective lot in the subdivision for the establishment, operation, and maintenance of certain beach and recreational facilities and privileges, and

WHEREAS, the Board of Directors for the Sea Isle Property Owners, Inc , now recognizing the critical need for an increase in annual assessment and maintenance fees, which have not been raised in 36 years, to (1) promote the recreation, health, safety, and welfare of the residents, and (2) address critical budget deficiencies, hereby wish to modify said By Laws by inserting the following paragraph

Notwithstanding anything to the contrary contained herein or within the Reservations and Restrictions of Sea Isle - Section 12, Section 15, Section 21, Section 22, and Section 23; Beginning January 1, 2004, each lot included in the subdivision shall be assessed a maximum annual maintenance fee of one hundred dollars (\$100.00). Beginning January 1, 2005 each lot shall be assessed a maximum annual maintenance fee of one hundred twenty five dollars (\$125.00). Beginning January 1, 2006 each lot shall be assessed a maximum annual maintenance fee of one hundred fifty dollars (\$150.00). It is thereafter expressly understood the Board of Directors may not increase the annual maintenance fee more than five percent (5%) in any twelve (12) month period. Each Owner of any lot agrees to pay to the Sea Isle Property Owners, Inc., or its nominee, the assessed annual maintenance fee for each lot annually on the first day of each year hereafter for beach and recreational privileges, whether the same are exercised or not.

as the first paragraph under ARTICLE SIX which presently reads

ARTICLE SIX

Members in good standing, together with their families and guests, shall have the right to use and enjoy the recreational facilities built and maintained by the Sea Isle Property Owners, Inc Members not

in good standing shall be denied the right to use such facilities. The assessment provided in the deed, contract of sale, or applicable restrictions shall be due and payable whether such facilities are used or not

- (a) An annual meeting of the members shall be called by the directors of the Sea Isle Property Owners, Inc. to elect directors for the terms which are expiring, to review the accomplishments of the preceding year, to organize committees for the coming year, and to consider and discuss such matters as are brought before the meeting by the Board or members. Special meetings may be called by the President of the Board, or by members who have obtained in writing the consent of members having not less than one-tenth of the votes entitled to be cast at such meeting.
- (b) Under the direction of the President, the Secretary, or the person calling the meeting, written notice of the time and place of such meeting shall be mailed to all members in good standing at their last known address according to the records of the corporation, not less than ten nor more than fifty days before such meeting date. Meeting shall be held at such place in Galveston County, Texas, as may be determined by the Board of Directors.
- (c) At any membership meeting, each member shall have one vote, regardless of the number of lots they own, but ownership of less than the equivalent of a full lot shall not entitle the owner to a vote, provided that owners of part interests in a lot, none of whom is otherwise entitled to any vote, shall be entitled to one vote between them.
- (d) Twenty members shall constitute a quorum at a membership meeting.

NOW THEREFORE, the Board of Directors for the Sea Isle Property Owners, Inc. request a vote by all eligible corporation members to ADOPT, RATIFY, and CONFIRM this modification to the Sea Isle Property Owners, Inc.'s By Laws pursuant to the procedures and requisite vote to modify required therein.

SEA ISLE PROPERTY OWNERS, INC

Nancy Bond
President

ATTEST

Jeanette DiFilippo
Secretary

APPROVED THIS 1 DAY OF March, 2008

020-39-0522

NUMBER OF VOTES IN FAVOR 181

NUMBER OF MEMBERS IN ATTENDANCE 168 (138 Proxy VOTES)

SECRETARY Janette D. Filippo

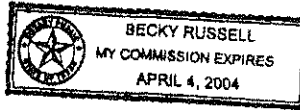
THE STATE OF TEXAS ||
 ||
COUNTY OF GALVESTON ||

BEFORE ME, the undersigned authority, on this day personally appeared Janette D. Filippo, known to me to be the President of the Sea Isle Property Owners, Inc and whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation

GIVEN under my hand and seal of office this 1st day of March, 2004

Becky Russell
Notary Public in and
for the State of Texas

DANIEL L. SANDERS **PAID**
ATTORNEY AT LAW
511 STUART, SUITE 102
HOUSTON, TEXAS 77006



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 MAY 19 10:57 AM 2004032471
GUYTON_A \$13.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

AMENDMENT TO BY LAWS FOR SEA ISLE PROPERTY OWNERS, INC.

THE STATE OF TEXAS ||
 || KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON ||

WHEREAS, the original Articles of Incorporation for Seaway Boat Club, Inc. having been filed with the Texas Secretary of State on July 24, 1959 under Document Number 3553908, and said entity having filed a name change effective February 26, 1973 with the Secretary of State did thereby lawfully assume the name Sea Isle Property Owners, Inc., and

WHEREAS, the original By Laws for Sea Isle Property Owners, Inc. vested with the Board of Directors the authority to impose an annual assessment fee constituting a restriction and reservation which run with and bind each respective lot in the subdivision for the establishment, operation, and maintenance of certain beach and recreational facilities and privileges, and

WHEREAS, the Board of Directors for the Sea Isle Property Owners, Inc., now recognizing the critical need for an increase in annual assessment and maintenance fees, which have not been raised in 36 years, to (1) promote the recreation, health, safety, and welfare of the residents, and (2) address critical budget deficiencies, hereby wish to modify said By Laws by inserting the following paragraph

Notwithstanding anything to the contrary contained herein or within the Reservations and Restrictions of Sea Isle - Section 12, Section 15, Section 21, Section 22, and Section 23; Beginning January 1, 2004, each lot included in the subdivision shall be assessed a maximum annual maintenance fee of one hundred dollars (\$100.00). Beginning January 1, 2005 each lot shall be assessed a maximum annual maintenance fee of one hundred twenty five dollars (\$125.00). Beginning January 1, 2006 each lot shall be assessed a maximum annual maintenance fee of one hundred fifty dollars (\$150.00). It is thereafter expressly understood the Board of Directors may not increase the annual maintenance fee more than five percent (5%) in any twelve (12) month period. Each Owner of any lot agrees to pay to the Sea Isle Property Owners, Inc., or its nominee, the assessed annual maintenance fee for each lot annually on the first day of each year hereafter for beach and recreational privileges, whether the same are exercised or not.

as the first paragraph under ARTICLE SIX which presently reads

ARTICLE SIX

Members in good standing, together with their families and guests, shall have the right to use and enjoy the recreational facilities built and maintained by the Sea Isle Property Owners, Inc. Members not

in good standing shall be denied the right to use such facilities. The assessment provided in the deed, contract of sale, or applicable restrictions shall be due and payable whether such facilities are used or not.

- (a) An annual meeting of the members shall be called by the directors of the Sea Isle Property Owners, Inc. to elect directors for the terms which are expiring, to review the accomplishments of the preceding year, to organize committees for the coming year, and to consider and discuss such matters as are brought before the meeting by the Board or members. Special meetings may be called by the President of the Board, or by members who have obtained in writing the consent of members having not less than one-tenth of the votes entitled to be cast at such meeting.
- (b) Under the direction of the President, the Secretary, or the person calling the meeting, written notice of the time and place of such meeting shall be mailed to all members in good standing at their last known address according to the records of the corporation, not less than ten nor more than fifty days before such meeting date. Meeting shall be held at such place in Galveston County, Texas, as may be determined by the Board of Directors.
- (c) At any membership meeting, each member shall have one vote, regardless of the number of lots they own, but ownership of less than the equivalent of a full lot shall not entitle the owner to a vote, provided that owners of part interests in a lot, none of whom is otherwise entitled to any vote, shall be entitled to one vote between them.
- (d) Twenty members shall constitute a quorum at a membership meeting.

NOW THEREFORE, the Board of Directors for the Sea Isle Property Owners, Inc. request a vote by all eligible corporation members to ADOPT, RATIFY, and CONFIRM this modification to the Sea Isle Property Owners, Inc.'s By Laws pursuant to the procedures and requisite vote to modify required therein.

SEA ISLE PROPERTY OWNERS, INC.

Nancy Bond
President

ATTEST

Jeanette Dalippo
Secretary

APPROVED THIS 1 DAY OF March, 2004

020-39-0522

NUMBER OF VOTES IN FAVOR 181

NUMBER OF MEMBERS IN ATTENDANCE 168 (138 Proxy VOTES)

SECRETARY Janette D. Filippo

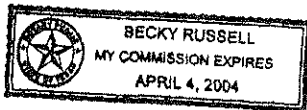
THE STATE OF TEXAS]]
]]
COUNTY OF GALVESTON]]

BEFORE ME, the undersigned authority, on this day personally appeared Janette D. Filippo, known to me to be the President of the Sea Isle Property Owners, Inc and whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation

GIVEN under my hand and seal of office this 1st day of March, 2004

Becky Russell
Notary Public in and
for the State of Texas

DANIEL L. SANDERS **PAID**
ATTORNEY AT LAW
511 STUART, SUITE 102
HOUSTON, TEXAS 77006



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle
2004 MAY 19 10:57 AM 2004032471
GUYTON_A \$13.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS