

HAVRE LAFITTE
DEED RESTRICTIONS
SECTION 1

NAMES OF PARTIES TO INSTRUMENT 299497
Havre Lafille section 1.

CHARACTER OF INSTRUMENT
Restrictions

DATED September 6, 1962

FILED October 15, 1962

RECORDED BOOK 1520 PAGES 395-401

Office County Clerk, Galveston
County, Texas

THE STATE OF TEXAS :

COUNTY OF GALVESTON :

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Shadowglen Sales, Inc. and Brazoria Realty Co., each being a Texas corporation maintaining its principal office in the City of Houston, Harris County, Texas, owners in fee simple of the following described lot, tract and parcel of land situated in Galveston County, Texas, to-wit:

Lots One (1) through Thirty-four (34), both inclusive, in Block One (1);
Lots One (1) through Twenty-two (22), both inclusive, in Block Two (2);
and Lots One (1) through Nineteen (19), both inclusive, in Block Three
(3); all in Havre Lafitte, Section No. 1, a subdivision of part of Lots
137 and 142, Section One (1), Trimble and Lindsey Survey of Galveston
Island, according to the map and plat of said subdivision recorded in
Volume 254-A, Page 87, of the Map Records in the office of the County
Clerk of Galveston County, Texas; and

WHEREAS, it is the desire of said Owners to place restrictions and covenants upon said lots and blocks for the benefit of Shadowglen Sales, Inc. and Brazoria Realty Co., and each and every subsequent owner of land in HAVRE LAFITTE, Section No. 1;

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NOW THEREFORE, Shadowglen Sales, Inc. and Brazoria Realty Co., being the Owners of property known as HAVRE LAFITTE, Section No. 1, an addition in Galveston County, Texas, according to the map and plat thereof above referred to, do hereby impose the following restrictions on said property, which shall constitute covenants running with the land and shall inure to the benefit of Shadowglen Sales, Inc. and Brazoria Realty Co., their successors and assigns, and to each and every purchaser of lands in said addition and their assigns, and any one of said beneficiaries shall have the right to enforce said restrictions using whatever legal method is deemed advisable.

RESTRICTIONS, COVENANTS AND CONDITIONS

1. LAND USE AND BUILDING TYPE. All lots shall be known and described as lots for residential purposes only (hereinafter sometimes referred to as "residential lots"), and no structure shall be erected, altered, placed, or permitted to remain on any residential lot other than one detached single-family dwelling of either one or two stories in height, one detached or attached garage for not more than four cars, and one detached or attached servants' quarters for domestic servants engaged on the premises. As used herein the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments (except garage apartments used as quarters for bona fide servants employed on the premises) or apartment houses, and no lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon. No garage or other outbuilding shall be built or placed on any lot unless the same is done at the same time or after the construction of the main residential house.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Control Committee hereinafter established as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

3. DWELLING SIZE. The ground floor area, exclusive of open porches and garages, of all one story main residential houses shall not be less than 1400 square feet. The ground floor area, exclusive of open porches and garages of all two story main residential houses shall not be less than 900 square feet.

4. TYPE OF CONSTRUCTION. The exterior finish or construction of all main residential houses to be built in this addition shall be at least 51% brick, stone or other masonry. In computing such percentages, roof areas shall be excluded, but attached garages, porches, and other structures constituting part of the building proper shall be included.

5. BUILDING LOCATION.

A. No building, fence, wall, or other structure shall be placed or built on any lot nearer to the front lot line or nearer to a side street line than the building set-back lines shown on the recorded plat of this addition, except that:

1. No building shall be placed or built on Lot 1 in Block 2 within five (5) feet of the common boundary line between Tract A and the said Lot 1 in Block 2; and no building shall be placed or built on Lot 1 in Block 3 within five (5) feet of the common boundary line between Tract B and the said Lot 1 in Block 3;

2. No building, fence, wall, or other structure shall ever be placed or built on either Tract A or Tract B except such building, fence, wall, or other structure as the Owners herein, Shadowglen Sales, Inc. and Brazoria Realty Co., their successors and assigns, in their judgment may deem appropriate for such tracts or either of them.

3. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted building, located seventy (70) feet or more from the front lot line may be located within three (3) feet of an interior lot line. No building shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach upon another lot.

C. Lots backing on Jones Drive shall not have direct driveway access to said street.

D. In no event shall any building, wall, or other structure, including steps, open porches, boathouses and swimming pools, but not including fences, be erected and maintained within the rear twenty-five (25) feet of Lots Three (3) through Twenty-two (22), in Block Two (2); nor shall any boathouse or other structure be erected or maintained between the rear property line and the water line of the channel and/or lake abutting said lots; provided, however;

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1. That the foregoing restriction is not intended and shall not be construed to prohibit the construction of a pier which shall not extend more than six (6) feet from the rear property line of any such lot or lots into the channel and/or lake abutting said lots; and

2. That any fence erected or placed within the rear twenty-five (25) feet of the aforementioned lots shall not be more than five (5) feet in height and shall not be of such solid construction as to block the view through said fence.

6. MINIMUM LOT AREA. No lot shall be resubdivided, nor shall any building be erected or placed on any lot having area of less than 6793 square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any lot or lots within said subdivision if such resubdivision increases the minimum lot area aforesaid of all building plots affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

7. EASEMENTS. Easements for the installation and maintenance of utilities, drainage facilities, roads, streets and pipe line easements heretofore granted are reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

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

9. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, except those garage apartments or other outbuildings which are for bona fide use as quarters for domestic servants engaged on the premises, shall be used on any lot at any time as a residence, either temporarily or permanently; provided, however, that Shadowglen Sales, Inc. and Brazoria Realty Co., Owners herein, reserve the right to construct and maintain within the subdivision such buildings or structures as is customary in connection with the general sale of property.

10. SIGNS AND BILLBOARDS. No signs, billboards, posters or advertising devices of any character shall be erected on any lot or plot except one sign of not more than ten square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. The right is reserved by Owners, Shadowglen Sales, Inc. and Brazoria Realty Co., to construct and maintain within this subdivision, such signs, billboards or advertising devices as in their judgment maybe appropriate for the general sale of property in this subdivision.

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11. OIL AND MINING OPERATIONS. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

13. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between Two (2) and Six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersections 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 limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distance to such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. No fence of any kind, be it wire, chain link, wood, stone, or any line of shrubs, or lines of shrubs greater than a total of six (6) lineal feet distance in all, or otherwise shall be erected, placed or altered on any lot nearer to the street property lines than the front corner of the one detached single-family dwelling located on the lot without prior approval of the Architectural Control Committee and in no case after the placing of any improvements on the property.

15. SEPTIC TANKS AND WATER WELLS. No septic tanks shall be constructed or maintained, and no individual water wells shall be drilled, dug or maintained on any portion of the property shown on said map and plat of Havre Lafitte, Section No. 1.

ARCHITECTURAL CONTROL COMMITTEE

1. The Architectural Control Committee shall be composed of Harry P. Bewell and Charles B. Smith of Galveston, Texas and Fred Buxton of Houston, Texas. The foregoing members shall serve for a period of fifteen (15) years, or until their successors are duly appointed. A majority of the Committee may designate a representative to act for it. In the event of the 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 their designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the expiration of fifteen (15) years from date of these restrictions, the then record owners of a majority of the lots in this subdivision shall have the power through a written instrument executed by the then owners of a majority of such lots and duly recorded in the Deed Records of Galveston County, Texas, to change the membership of the Committee and to restore to the Committee any of its original powers and duties.

2. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (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. At any time after fifteen (15) years from the date hereof the then record owners of a majority of the lots in this subdivision may elect to transfer all of the rights, powers, duties, purposes and functions of the Committee to any non-profit civic club or similar association or organization representing them; and upon any such transfer this Committee shall cease to exist and said civic club or similar association or organization shall succeed to all of the rights, powers, duties, purposes, and functions of this Committee.

4. Specifically, but not by way of limitation, the Committee shall have the following rights, duties, privileges, functions, and purposes, to-wit:

A. The right to approve or disapprove any of the building plans and specifications and plot plans submitted to it in accordance with the requirements of these restrictions.

B. The right, but not the obligation, to enforce these restrictions and/or to prevent violations thereof.

5. The Committee shall have the right to adopt rules for the conduct of its business which shall not be inconsistent with anything herein contained.

HAVRE LAFITTE PROPERTY OWNERS ASSOCIATION

The Owners herein have caused or will cause to be organized under the Texas Non-Profit Corporation Act a corporation bearing the corporate name of Havre Lafitte Property Owners Association, Inc., to be incorporated and organized for the specific purpose of enforcing, collecting and receipting for the maintenance charge herein imposed upon the above described properties, and for the further purpose of managing, controlling and expending the funds derived therefrom for the purposes aforesaid, the membership in which said corporation shall be restricted to the record owners of lots in the aforesaid subdivision, including all sections thereof which may be subject to the maintenance charge aforesaid, or its equivalent; those entitled to membership shall include the owners herein and homebuilders and investors who may become record owners of lots in said subdivision, each such person or entity owning one or more lots therein to be entitled to membership in the corporation and to be entitled to one vote per lot owned on each matter submitted to a vote at any meeting of the members of such corporation, such vote to be exercised by only one of any two or more tenants in common, split or fractional votes where tenants in common cannot agree being specifically prohibited.

MAINTENANCE CHARGE

1. Each residential lot in Havre Lafitte Section No. 1 is hereby subjected to an annual maintenance charge of not more than nine (9) mills per square foot of lot area, such maintenance charge hereby created to be designated hereinafter as the "Maintenance Fund" and to be paid by the owner or owners of each lot within Havre Lafitte Section No. 1, annually in advance, upon the first day of January in each year, commencing January 1, 1963, Except that anything herein above contained to the contrary notwithstanding it is controllingly provided

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that so long as the title to any lot or lots above described remains vested in the owners herein, Shadowglen Sales, Inc. and Brazoria Realty Co., same shall not be subjected to such maintenance charge until after January 1, 1969, after which time same shall be subjected thereto the same as any other lot theretofore conveyed by owners herein; provided that the foregoing exception shall not be construed to limit the right of the owners herein to membership in the property owners association hereinabove mentioned, nor shall same be construed as an exemption from liability for such maintenance fund after the conveyance of any such lot or lots by the owners herein, Shadowglen Sales, Inc. and Brazoria Realty Co. The amount of such annual charge will be determined and established from year to year by the above mentioned property owners association, at either the annual membership meeting or any special meeting of the membership called for that purpose and conducted between the first day of January and the 31st day of March, and the maintenance charge so levied shall be paid to the above mentioned property owners association and used by it for the use and benefit of all residents of Havre Lafitte Section No. 1, and all subsequent sections of Havre Lafitte Subdivision wherein the residential lots are impressed with and subjected to an annual maintenance charge equivalent to the maintenance charge imposed hereby, and which are subject to the jurisdiction of the property owners association above mentioned as herein provided, such uses and benefits to include by way of clarification but not limitation, the maintenance of streets, sidewalks, parks, parkways, esplanades and vacant lots; for furnishing bus service, or the subsidy for public bus service; for providing fire, police or watchman services; for providing and maintaining street lighting, fogging for insect control, caring for the watering of transplanted shrubbery and trees at entrances, in esplanades and upon vacant lots; for back door garbage and rubbish pickup; for providing, maintaining and operating recreational facilities, including, but not limited to, swimming and boating facilities, life guards, attendants and assistants, for the enforcement of these restrictions and for providing and doing all other things necessary or desirable, in the opinion of the association, toward the maintenance and/or improvements of the subdivision and which is considered for the benefit of the owners and residents of the subdivision, the foregoing uses and purposes being permissive and not mandatory, and the decisions of the property owners association being final as long as made in good faith, and in accordance with the laws and the by-laws governing the association; such annual maintenance charges to continue for such period as these restrictions are in effect.



2. To secure the payment of the maintenance fund established hereby and to be levied on individual residential lots above described, there shall be reserved in each Deed by which the Owners herein, Shadowglen Sales, Inc. and Brazoria Realty Co., shall convey such properties, or any part thereof, the Vendor's lien for benefit of the above mentioned property owners association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U. S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

GENERAL PROVISIONS

1. TERM. These covenants are to run with the land and shall be binding upon all of the parties and all the persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless after such 40 year period of time an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. 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 so doing or to recover damages or other dues for such violation.

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

3. SUBORDINATION OF EXISTING LIENS. The undersigned, First Hutchings-Sealy National Bank of Galveston, Trustee, and Mary C. Oppermann, a feme sole, the owners and holders of certain liens upon the above described property, as evidenced by their respective signatures hereto, have and do hereby join in the execution of these presents for the sole and limited purpose of ratifying and confirming said restrictions, covenants and conditions, hereby in all things subordinating the liens owned and held by them, and each of them, upon said property to said reservations, restrictions, covenants and conditions.

IN TESTIMONY OF WHICH, the undersigned have executed or caused these presents to be executed by and through its duly authorized President and Secretary, and the above mentioned lien holders executing same in their own behalf and for the purposes aforesaid, this 6th day of September, A. D., 1962.

ATTEST:

[Signature]
Secretary

SHADOWGLEN SALES, Inc.

By [Signature]
President

ATTEST:

[Signature]
Secretary

BRAZORIA REALTY CO.

By [Signature]
President

ATTEST:

J. H. Hasting

TRUST OFFICER ^{Secretary}

FIRST HUTCHINGS-SEALY NATIONAL
BANK OF GALVESTON, TRUSTEE

Wesley Starnberger

Trust President
& Trust Officer

President

Mary C. Oppermann

Mary C. Oppermann, a feme sole

THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared *Neward J. Terry* Known to me to be the person whose name is subscribed to the foregoing instrument, as President of SHADOWGLEN SALES, INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 6 day of September A. D. 1962.

Nazel Harts

Notary Public in and for Harris
County, Texas

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THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared Howard H. Lemp, known to me to be the person whose name is subscribed to the foregoing instrument, as President of BRAZORIA REALTY CO., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 6th day of September A. D. 1962.

Hazel Kent
Notary Public in and for Harris County,
Texas

THE STATE OF TEXAS :

COUNTY OF GALVESTON :

BEFORE ME, the undersigned authority, on this day personally appeared James L. Lemp, known to me to be the person whose name is subscribed to the foregoing instrument, as President of FIRST HUTCHINGS-SEALY NATIONAL BANK OF GALVESTON, TRUSTEE, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 7th day of October A. D. 1962.

James L. Lemp
Notary Public in and for Galveston County,
Texas

THE STATE OF TEXAS :

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COUNTY OF *GALVESTON*

BEFORE ME, the undersigned authority, on this day personally appeared MARY C. OPPERMANN, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this *8th* day of *October*
A. D. 1962

Chas. L. Smith
Notary Public in and for *GALVESTON*
County, Texas