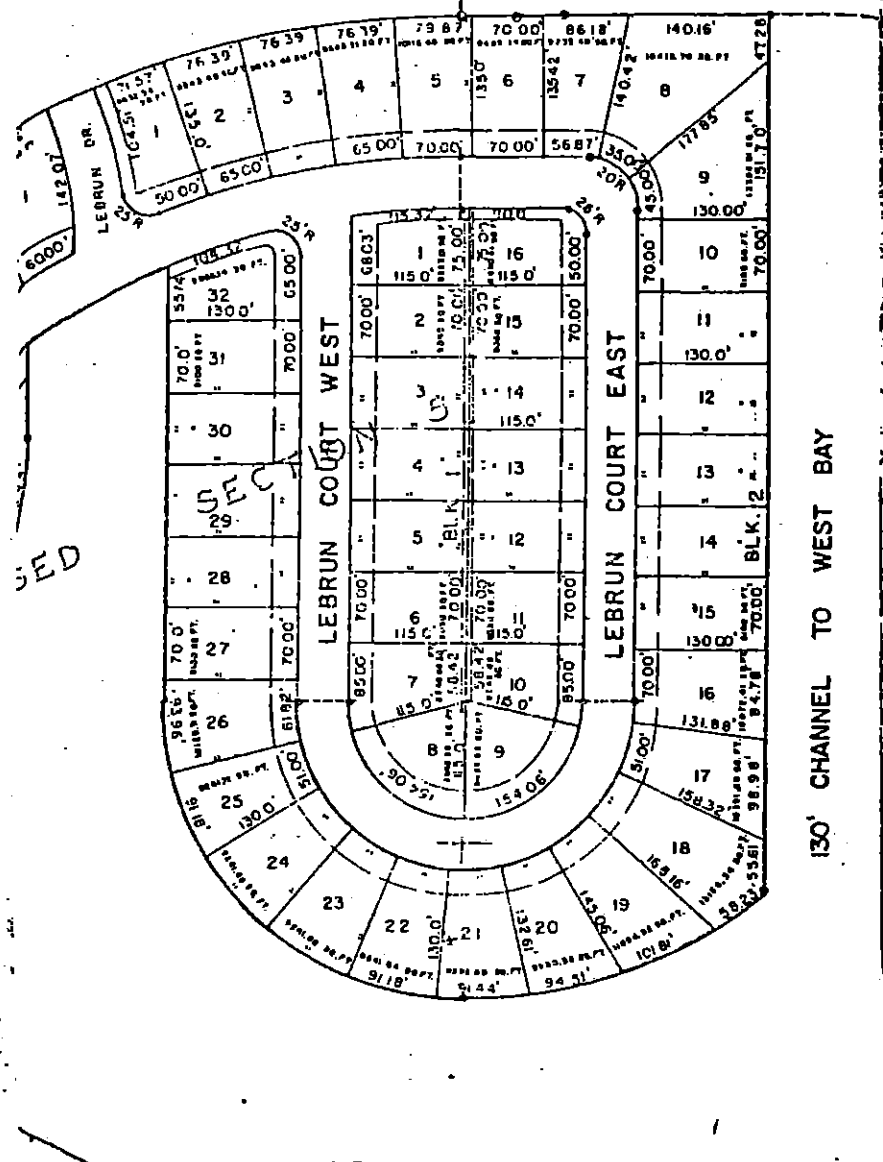


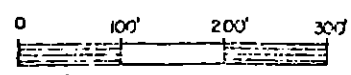
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# HAVRE LAFITTE

Section 5

A SUBDIVISION OF PART OF SECTION 1  
 OF THE TRIMBLE AND LINDSEY SURVEY  
 OF GALVESTON ISLAND, GALVESTON COUNTY,  
 TEXAS.



HAVRE LAFITTE  
DEED RESTRICTIONS  
SECTION 5

837-D  
(12)

53759

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON

WHEREAS, WEST BAY DEVELOPMENT COMPANY, being a Texas Corporation maintaining its principal office in the City of Galveston, Galveston County, Texas, owner in fee simple of the following described lot, tract and parcel of land situated in Galveston County, Texas, to-wit:

DEED OF TRUST  
NOV 22 4 1906 706

Lots One (1) through Sixteen (16), both inclusive, in Block One (1); Lots One (1) through Thirty-Three (33), both inclusive in Block Two (2), all in Havre Lafitte, Section Number 5, a subdivision of parts of lots 149, 155 and 163 in Section 1 of Trimble and Lindsey Survey of Galveston Island, Galveston County, Texas, according to the map and plat of said subdivision recorded in Volume 10, Page 56 of the Map Records in the Office of the County Clerk of Galveston County, Texas; and

WHEREAS, it is the desire of said Owner to place restrictions and covenants upon said lots and block for the benefit of WEST BAY DEVELOPMENT COMPANY, and each and every subsequent owner of land in Havre Lafitte, Section Number 5.

NOW, THEREFORE; WEST BAY DEVELOPMENT COMPANY, being the Owner of property known as Havre Lafitte, Section Number 5, an addition in Galveston County, Texas, according to the map and plat thereof above referred to, does hereby impose the following restrictions on said property, which shall constitute covenants running with the land and shall inure to the benefit of WEST BAY DEVELOPMENT COMPANY, its 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 covered hereunder shall be restricted for use for residential purposes only. 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. No lots shall be used for business, professional, commercial or manufacturing purposes of any kind or nature. No structure or improvements 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 less than two cars, nor more than four cars, and one detached or attached servants' quarters for domestic servants engaged on the premises. The construction in the subdivision shall be limited to new construction and no building of any kind or character shall ever be moved onto any lot. No garage or permitted outbuilding shall be constructed or built on any lot unless built contemporaneously with or after the construction of the 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 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 3,000 square feet. The ground floor area, exclusive of open porches and garages of all two story main residential houses shall not be less than 1,200 square feet.

4. TYPE OF CONSTRUCTION: The exterior finish or construction of all main residential houses (including attached garages, porches and other structures constituting a part of said build proper) shall be at least 51% brick, stone, or other masonry. In computing such percentages, the roof area and gable ends should be excluded.

RECORD TO TRUST

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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.

B. 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. For the purpose 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. In no event shall any building, wall, or other structure, including open porches, boathouses and swimming pools, but not including fences or steps be erected and maintained within the rear twenty-five (25) feet of Lots Ten (10) through Thirty-Three (33), 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 any lot, provided, however:

(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 Lots 10 through 19 in Block 2, inclusive, Lots 27 through 33 in Block 2, inclusive, and that portion of Lot 20 into the channel abutting said lot, which shall not extend more than eight (8) feet from the rear property line of Lots 26 through 21, in Block 2, inclusive, and that portion of Lot 20 into the lake abutting said lots;

No garage or residential building constructed on Lots 1 through 10 of Block 2, inclusive, shall have any opening or access to the street abutting the rear property line; it being the intention to prohibit any driveway or other similar access from said street.

(2.) That any fence erected or placed across the rear portion of any lot shall not be more than six (6) feet in height.

6. MINIMUM LOT AREA: No lot shall be resubdivided, nor shall any building be erected or placed on any lot having an area less than the area contained by the smallest lot in this subdivision; 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. Underground single phase electric service shall service all lots, and the utility company shall have a two (2) foot wide easement along and centered on the underground electric power service line installed from the utility company's easement to the point of service on the residence structure. Easements for said underground service may be crossed by driveways and walkways but shall be kept clear of all improvements, including buildings, patios, or other pavings. 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.

DEED OF 1951  
BOOK 2244 PAGE 708

9. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, except those garage apartments or other outbuilding 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 WEST BAY DEVELOPMENT COMPANY, Owner herein, reserves 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 (10) 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 Owner, WEST BAY DEVELOPMENT COMPANY, to construct and maintain within this subdivision such signs, billboards or advertising devices as in its judgment may be appropriate for the general sale of property in this subdivision.

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 LaPitte, Section Number 8.

**16. PARKING AND STORAGE:** No automobile, truck, motorcycle, boat, trailer, motor home, or other similar vehicles shall be stored on any lot or any street in the subdivision, except in a garage or other structure constructed according to plans approved by the Architectural Control Committee.

**17. SIDEWALK:** There shall be constructed by the lot owner, at that person's cost, a sidewalk three (3) feet wide across the front of the lot, directly behind and adjoining the street curb at the time the house is constructed.

DEED OF TRUST  
BOOK 2244 PAGE 709ARCHITECTURAL CONTROL COMMITTEE

1. The Architectural Control Committee shall be composed of at least three, but not more than five members. The initial Architectural Control Committee shall have three members and be composed of David R. Feinman, J. Fred Baynham and William A. Jerome. During the initial 15 year period following the recordation of this instrument, the Committee may be expanded at the election of the President of West Bay Development Company and any position created by expansion may be filled by appointment of the President of West Bay Development Company. The term of membership for the initial members or members appointed to fill any subsequently created position shall end at the expiration of the initial 15 years after recordation of these restrictions. In event of death or resignation of any member of the Committee, West Bay Development Company shall have full authority to designate a Successor. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to this agreement. After the expiration of said 15 year period, the then existing members of the Committee shall continue to serve for such period of time as these covenants are in full force and effect, subject, however, to the appointment of a successor at any time after the expiration of the initial 15 years by the written agreement appointing said successor, executed by the then record owner of a majority of the lots of this section.

2. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representatives fail 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 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 any 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

There has been organized under the Texas Non-Profit Corporation Act a corporation bearing the corporate name of Havre Lafitte Property Owners Association, Inc., which was incorporated and organized for the specific purpose of enforcing, collecting and receipting for the maintenance charge herein imposed upon the properties included within Havre Lafitte Subdivision, and for the further purpose of managing, controlling and expending the funds derived therefrom for the purposes aforesaid, the membership in which 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 or all include the executors, administrators and trustees who may become record owners of lots in said subdivision, each such person or entity owning one or more lots

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**DEED OF TRUST****BOOK 2244 PAGE 710**

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 Number 5 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 determined, established and paid annually by the owner or owners of each lot subject thereto within Havre Lafitte Section Number 5, as hereinafter provided, except that anything hereinabove contained to the contrary notwithstanding it is controllingly provided that so long as the title to any lot or lots above described remains vested in the owner herein, WEST BAY DEVELOPMENT COMPANY, same shall not be subjected to such maintenance charge until 1975 after which time same shall be subjected thereto the same as any other lot theretofore conveyed by owner herein; provided that the foregoing exception shall not be construed to limit the right of the owner 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 owner herein, WEST BAY DEVELOPMENT COMPANY. The amount of such annual charge for each calendar year 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 shall be due and payable on the 1st day of October and if not paid on or before the 31st day of December of each calendar year, shall become delinquent. 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 Number 5, and all 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 or insect control, caring for the watering or 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 owner herein, WEST BAY DEVELOPMENT COMPANY, 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, present or future, granted or created in 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 improvements of any such lot, and further provided that

DEED IN TRUST  
BOOK 2244 PAGE 711

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

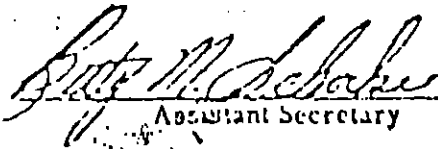
1. TERM: These covenants are to run with the land and shall be binding upon all of the parties and all the persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless after such forty (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. SERVERABILITY: 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, Associated Properties, Inc., the owner and holder of certain lien upon above described property, as evidenced by its signature hereto, has and does 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 lien owned and held by it upon said property to said reservations, restrictions, covenants and conditions, so that any foreclosure of its liens will not operate as an extinguishment or modification thereof, but without prejudice to its right to succeed to the rights, powers, authority and immunities of West Bay Development Company hereunder in the event it becomes owner by foreclosure.

IN TESTIMONY OF WHICH, the undersigned have executed or caused these presents to be executed by and through its duly authorized President and Assistant Secretary, and the above mentioned lien holder executing same in its own behalf and for the purposes aforesaid this 29th day of February, A. D., 1972.

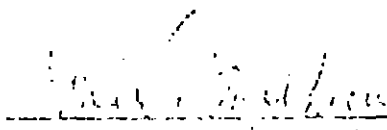
ATTEST:

  
Betty M. Schaker  
Assistant Secretary

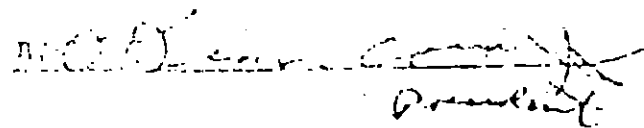
WEST BAY DEVELOPMENT COMPANY

BY:   
David R. Feinman, President

ATTEST:

  
Betty M. Schaker  
Secretary

ASSOCIATED PROPERTIES, INC.

  
Betty M. Schaker  
Secretary


DEED IN INSTRUMENT

BOOK 2241 PAGE 712

THE STATE OF TEXAS |  
|  
COUNTY OF GALVESTON |

BEFORE ME, the undersigned authority, on this day personally appeared DAVID R. FEINMAN, known to me to be the person whose name is subscribed to the foregoing instrument as President of WEST BAY DEVELOPMENT COMPANY, a Texas 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 29th day of February, A. D., 1972.



NOTARY PUBLIC IN AND FOR GALVESTON COUNTY, TEXAS.

ARNOLD MORENO  
NOTARY PUBLIC IN AND FOR  
GALVESTON COUNTY TEXAS

THE STATE OF TEXAS |  
|  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared O. Dean Couch, Jr., known to me to be the person whose name is subscribed to the foregoing instrument as President of ASSOCIATED PROPERTIES, 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.

MAR 27 7 56 AM '72  
FEBRUARY 11 A.D. 1972.

GIVEN under my hand and seal of office this the 24th day of



Allen L. Russell  
NOTARY PUBLIC IN AND FOR

FILED FOR RECORD  
AL 245-cc-cc- P M  
MAR 27 1972  
GENE RUDE McKENNA  
CLERK CO. CL. GALVESTON COUNTY, TEXAS  
BY Adonia Russell Deputy

STATE OF TEXAS  
COUNTY OF GALVESTON  
I hereby certify that this instrument was filed on the  
date and time stamped herein by me and will duly record  
in the proper and part of the normal records of Galveston  
County, Texas as required herein by law.  
MAR 27 1972  
Adonia Russell  
COUNTY CLERK, Galveston County, Texas

2/10/72