

THE STATE OF TEXAS,

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority,

a notary public in and for Galveston County, Texas, on this day personally appeared

Nick Cardone and Lena Cardone

his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

Lena Cardone wife of the said Nick Cardone

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Lena Cardone

acknowledged such instrument to be her act and deed and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 3rd day of July A. D. 1956.

(L.S.)

Notary Public, Galveston County, Texas.

Filed for record July 5, 1956 at 10:00 a'clock M. No. 157156
Recorded July 6, 1956 at 8:30 a'clock
JOHN R. PLATTE, County Clerk, By Deputy.

WEG:bj 5/10/56

THE STATE OF TEXAS
COUNTY OF GALVESTON

KNOW ALL MEN BY THESE PRESENTS:

THAT P. H. MC KENNA, Trustee, of the County of Galveston and State of Texas, the owner of the following described property, lying and being in the County of Galveston and State of Texas, to-wit:

Lots numbered One (1) to One Hundred Five (105), both inclusive, of Driftwood, a Subdivision of part of Lots 85, 94 and 95, Section One (1), Trimble and Lindsey Survey, of Galveston, Island, City and County of Galveston, Texas.

and being desirous of creating a uniform plan of restrictions on said property does hereby declare that all of the said described lots are held, shall be and are hereby made, and shall be conveyed, subject to the following reservations, restrictions, covenants and conditions, which shall be covenants running with the land and shall be binding on P. H. MC KENNA, Trustee, and all persons claiming under him until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of majority of the then owners of the lots as described it is agreed to change said covenants in whole or in part, to-wit:

- 1. All of the said lots shall be known and described as resi-

and a private garage for not more than two cars and other out-buildings incidental to residential use, provided, however one and one-half story dwellings may be permitted upon approval in writing by the Committee named in paragraph 2 hereof.

2. No building shall be erected, placed or altered on any building plot in said subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of P. H. MC KENNA, L. MOSELE, W. E. GREER and CHAS G. DIBRELL, JR. or a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said Committee, the remaining members, or member, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1965. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in said subdivision and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. No building shall be located nearer than 25 feet to the front lot line on lots numbered (1) One to Fourteen (14), both inclusive.

No building shall be located nearer than 20 feet to the front

No building shall be located nearer than 10 feet to the side street line on any lot, except that on lots numbered Nine (9), no building shall be located nearer than 20 feet to the side street line.

All buildings erected on corner lots shall face the front of the lots as indicated by the setback line of the recorded plat.

No building, except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any parcel less than one full lot as shown on the recorded plat of this subdivision.

5. No business, trade or profession of any kind shall ever be conducted or carried on in any structure or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other out-building erected on any of the herein described lots shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,400 square feet in dwellings constructed on Lots 1 to 23, both inclusive and Lot 105; not less than 1,100 square feet in dwellings constructed on Lots 24 to 55 both inclusive; 1,000 square feet in dwellings constructed on Lots 58 to 104, both inclusive; and 900 square feet in dwellings constructed on Lots 56 to 87, both inclusive.

8. Only new construction shall be placed on said lots, it being the intent and purpose of this restriction that no existing building of any kind or character shall ever be moved onto any of said lots.

9. No out-building shall exceed the dwelling to which it is appurtenant in height. No out-building shall be rented out or occupied by persons other than bona fide domestic servants of the occupants of the main family dwelling.

10. No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet

be raised, bred or kept on any lot, except that dogs, cats or household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. 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 material shall be kept in a clean and sanitary condition.

13. On all inside lots no fence, wall, shrub, or hedge row shall be erected, placed or permitted to remain nearer than 25 feet to the street curb line. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways 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 25 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. Owners of the respective lots must at their own expense keep their lots free from high grass, weeds, and rubbish.

15. Except as hereinafter provided:

No fences or other structures, including, but not limited to boat houses, shall be erected between the high bank line and water line of Lots 1 - 8 inclusive, except that a fence may be erected from such high bank line to the water line of the west line of Lot 1 and the east line of Lot 8.

The owners of Lots 1 - 8 inclusive shall have the right to erect one pier from such high bank line to deep water adjacent to his particular lot after first securing approval in writing of the plans for such pier from the committee mentioned in paragraph 2 hereof.

The restrictions contained in this numbered paragraph may be changed, modified or amended by a majority vote of the then property owners of Lots 1 - 8 inclusive at any time by an instrument duly signed and executed in the form and manner provided for the execution of deeds.

contained or any modification thereof, but shall have the right to do so at his election. In the event of any violation or any attempt to violate any of the Covenants herein set forth it shall be lawful for any person or persons then owning any of the herein described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of the foregoing covenants by judgments or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Any violation of these restrictions shall not defeat the lien on any lot or lots herein described placed thereon in good faith, or any liens on any lot or lots securing any indebtedness which may be purchased in good faith.

EXECUTED this, the 24th day of May, A.D., 1956.

P. H. McKenna
 P. H. McKenna, Trustee

THE STATE OF TEXAS
 COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared P. H. MCKENNA, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office this, the 24th day of May, A.D., 1956.



Patricia J. ...
 NOTARY PUBLIC in and for
 Galveston County, Texas.