

8-23-65

RESTRICTIONS
TIKI ISLAND SECTION 2

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON

WHEREAS William W. Sherrill, Trustee, of Harris County, Texas, is the owner of a tract of land, which has been subdivided and platted as Tiki Island, Section 2, a plat of which has been filed of record in Vol. 1616, Page 73, of the Plat and Map Records of Galveston County, Texas, and

WHEREAS, Homestead Bank, Houston, Harris County, Texas, is the owner and holder of the only lien on said property, and

WHEREAS, William W. Sherrill, Trustee, as owner of the land described and set out in the plat referred to above, and Homestead Bank, holder of the only lien on said property, deem it to their best interest and of the persons who may purchase lots described in and covered by the above mentioned plat, that there be established and maintained a uniform plan for the improvement and development of the lots covered hereby as a highly restricted modern subdivision.

NOW, THEREFORE, WE THE UNDERSIGNED as owners and lien holders do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on owners and all persons acquiring title under it until the 24th day of August, A. D. 1990, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years each, unless and until by duly recorded instruments signed by a majority of the property owners in said Tiki Island, Section 2, agree to change said covenants, conditions and restrictions, in whole or in part.

If owners, or any other respective successors 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 of the real property situated in the above referred to Tiki Island, Section 2, to prosecute any proceedings at law or in equity against any 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.

In violation of any one of these covenants for any reason, by judgment or court order, shall in no wise effect any of the other provisions hereof, which shall remain in full force and effect.

- (a) No lot shall be used except for residential purposes. The term "Residential Purposes", being defined to exclude hospitals, clinics, duplex houses, apartment houses, hotels and to exclude from commercial and professional uses whether from homes, residences or otherwise and all such uses of said property are hereby prohibited. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than a one single family dwelling.
- (b) No building, shall be erected, placed or altered on any building, lot or plot, in this subdivision, until the building plans, specifications and plot plans showing the location and size of such building have been approved in writing as to conformity of the harmony of external design with the existing structures in the subdivision and type of exterior materials and exterior paint colors and as to location of the building with respect to topography and finish ground elevations by a Tiki Island Architectural and Improvement Committee composed of Ellis S. Allen, John W. Paxton and Jack E. Wilson, or by a representative designated by the members of said committee (and it is contemplated that any or all may resign at will, the remaining members shall have full authority to approve or disapprove such designs, location or to designate a representative with like authority). In the event said committee or its designated representatives fail to approve or disapprove such designs or locations within thirty (30) days after said plans and specifications have been submitted to them or in the event the persons seeking to build cannot locate any of the committee in either Houston, Harris County, Texas or within Galveston, Galveston County, Texas, after making a bona fide effort to do so, and shall file an affidavit with the County Clerk of Galveston County, Texas, or in any event, if no suit to enjoin the erection of such building has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed good and fully complied with. In the event of death, resignation or incapacity of all of the committee members, then a majority of the record owners of the lots in this subdivision may designate in writing a new committee to act in place of the above named committee and said instrument to be placed on record. Such instrument shall be signed by the property owners, indicating property owned and whether individually owned or community property. It is distinctly understood and agreed that upon the resignation of any one of the Architectural and Improvement Control Committee, the remaining members of said

committee shall at all times and during the tenure of their office have the right to appoint a successor to the resigning committee member. The same shall also be true as to the death of any one or two of the committee members. After an aggregate of 75% of the lots of Tiki Island, Section 2, have been conveyed by deed, then, either by motion of the Tiki Island Architectural and Improvement Committee or in the event ten or more lot owners so request, the Tiki Island Architectural and Improvement Committee may arrange for any initial election of the members of the committee to replace those named herein. At any time after one year from the next proceeding 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 or each addressee, at least two weeks prior to the election, shall be given to each of the then lot owners in Tiki Island, Section 2. Certification, as to the mailing of such notices, shall be deemed to be sufficient under these rules. Both 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 shall be filled by the remaining member or members of the committee.

- (c) No residence shall be constructed on any lot or building site in the subdivision herein, which has a living area of less than 800 square ft., excluding porches, garages, patios and the like. Only one residence shall be constructed on each lot or plot; however this shall not prohibit the construction of a residence on a portion of two or more adjoining lots facing the same street in the same block; this shall be subject to the approval of the Architectural and Improvement Committee.
- (d) No noxious or offensive trade activity shall be carried upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (e) No trailer, basement, tent, shack, garage, barn or other outbuilding of any character, shall be placed or erected on any lot or plot at any time to be used as a temporary or permanent residence, nor shall any residence of a temporary character be permitted.
- (f) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any residential lot except that dogs, cats or

other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose whatsoever.

- (g) No structure of any type shall be moved onto any residential lot in this subdivision.
- (h) No sign shall be displayed to the public view on any lot or plot except one sign of no more than five square feet, advertising the property for sale or rent, or signs used by builders to advertise the property during the construction and sale's period.

No other sign, billboards, posters or advertising devices of any character shall be erected on any lot or plot without the written consent of the above mentioned committee and such consent shall be revocable at any time. The right is reserved by the committee to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale or rental of property in this subdivision.

- (i) No lot owner or plot owner shall be permitted to conduct any oil drilling or development operations, oil refining, quarrying or mining operations of any kind nor shall he be permitted upon or in any lot to conduct oil wells, tanks, tunnels, mineral excavations or shafts. No derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or plot.
- (j) No stumps, trees, underbrush or any refuse of any kind or scrap material from the improvements being erected on any lot or plot shall be placed on any adjoining lots, streets or easements. All such materials, if not disposed of immediately, must remain on the property on which construction work is in progress and at the completion of such improvements, such material must be immediately removed from the premises.

No part of this property shall be used or maintained for dumping grounds for rubbish. Trash, garbage or other waste materials 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.

- (k) The purchaser of property in the aforesaid subdivision shall be required to keep weeds cut on the particular property owned by each and shall not permit the accumulation of trash, rubbish or other unsightly obstacles on the premises, the easements, or in the alley or in the streets abutting the same. The area in the street between the pavement and the property line shall be kept clean and free of unsightly obstacles at all times.

- (l) No spirituous, venous or malt liquor or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on any lot or on any part thereof; nor shall any lot or any part thereof be used for illegal or immoral purposes.
- (m) No radio or television aerial wire shall be maintained on any portion of any lot or plot forward of the front building line or encroach upon another lot or plot.
- (n) No building material of any kind or character shall be placed or stored upon any lot or plot until the owner is ready to commence improvements, and then such materials shall be placed within the property line of the lot or parcel of land upon which the improvements are to be made, and shall not be placed in the street or between the pavement and the property line.
- (o) At no time shall any house trailer, or any tuck, trailer or commercial vehicle having a rated load capacity in excess of one ton, ever be parked overnight or stored on any residential lot nor shall any such house trailer, truck, trailer or commercial vehicle having a rated load capacity in excess of one ton be parked on any street at any time other than as may be reasonably required incidental to construction work or on a delivery or pick up of goods, wares, property or material to or from lands in said subdivision.
- (p) No permanent clothes lines which may be viewed from the street shall ever be erected, installed or maintained on any lot.
- (q) William W. Sherrill, Trustee, for himself, his successors, assigns and designees, hereby expressly reserves a utility easement on the front ten feet of each lot in Tiki Island Section 2, to lay, construct, maintain and remove utility lines and facilities (including without limitation water lines, sewer lines, gas lines, electric lines and telephone lines), and further reserves the exclusive right and easement to grant franchise and easements to utility owners to lay, construct, maintain and remove utility lines in said utility easement.
- (r) No buildings shall be located on any lot nearer than twenty (20) feet to the front lot line nor shall any building be located nearer than ten (10) feet to any side lot line. Corner lots shall be deemed to front on the street side having the least frontage. The word "building" as used he with reference to the building lines shall exclude galleries, open porches, porticos, parapet wall, steps or the extension of the eaves of a roof.

- (s) Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum of one and three quarters (1-3/4) square feet (18 inch diameter pipe culvert).
- (t) No boats, boat trailers or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the building setback lines, the parking of automotive vehicles on road shoulders for a period of longer than twelve hours is prohibited.
- (u) The digging of dirt or the removal of 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 which will change the grade of a lot will be place thereon without the approval in writing of the heretofore designated Architectural and Improvement Committee.
- (v) All residences and other buildings must be kept in good repair, must be painted when necessary to preserve the attractiveness thereof.
- (w) All hunting rights on the property constituting Tiki Island, are retained by William W. Sherrill, Trustee, his successors, assigns or designees and without the express written permission from William W. Sherrill, Trustee, his successors, assigns or designees or his duly authorized agent, purchasers of lots, their heirs, successors and assigns shall not have the right to hunt on any property in Tiki Island, or from any of the island now owned by William W. Sherrill, Trustee, which may hereinafter be constructed for or by William W. Sherrill Trustee, his successors, assigns or designees.
- (x) If at any time a purchaser of a lot, his heirs, successors or assigns should desire to sell the property purchased or any part hereof, the same shall first be offered to William W. Sherrill, Trustee, his successors, assigns or designees, which shall nave the right to purchase the same at the price the purchaser, his heirs, successors or assigns can sell such property for; and if William W. Sherrill, Trustee, his successors assigns or designees fail or refuse to exercise said option within ninety (90) days thereafter, said option shall become null and void as to such particular sale as set forth in such notice, provided however that it is understood and agreed said ninety (90) day option shall extend from and after the date that William W. Sherrill, Trustee, his successors, assigns or designees are notified by the

purchaser, his heirs or assigns of the price for which said property can be sold.

- (y) Each lot in Tiki Island Section 2, after its conveyance by William W. Sherrill, Trustee, his designees or assigns, is hereby subjected to an annual maintenance charge of forty and No/100ths (\$40.00) Dollars per year 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 vendors lien upon said lot, and payable annually on the first day of January of each year, in advance, beginning January 1, 1965, to Tiki Island Architectural and Improvement Committee at its office in Houston, Texas. Said charge and lien are hereby assigned to said committee. The maintenance charge for lot purchasers during the calendar year shall be prorated in the portion that the remaining months of the year bear to the whole year.

Funds arising from said charge shall be applied, so far as sufficient, toward the payment of maintenance expenses incurred for any or all of the following purposes; lighting, improving and maintaining the streets, sidewalks, if any, paths, canals, parks, parkways, esplanade, area between curb and sidewalk, collecting and disposing of garbage, ashes, rubbish and like in said areas, (other than garbage, ashes, rubbish and the like from constructed residential dwellings); and doing any other things necessary and desirable in the opinion of the committee to keep the property neat and in good order or which it considers of general benefit to the owner or occupants of the addition, it being understood that the judgment of said committee and the expenditure of said fund shall be final so long as said judgment is exercised in good faith.

Such maintenance charge shall extend for a period of twenty five (25) years from January 1, 1965 and shall be extended automatically for periods of ten (10) years unless the then owners of a majority of the lots in the entire addition vote to discontinue such charges. Such action to be evidenced by written instrument signed and acknowledged by the owners of the majority of the lots and recorded in the deed records, Galveston County, Texas. By acceptance of his deed, each purchaser agrees and consents to join in such maintenance charges.

To secure the payment of the maintenance funds established hereby and to be levied on individual lots above described, there shall be reserved in each deed by which the owners herein, his assigns and designees, shall convey such properties, or any part thereof, a vendors lien, said lien to be enforceable though appropriate

proceedings at law; provided, however, that each such lien shall be specifically 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. Mail, to contain the statement of the delinquent maintenance charges upon which proposed action is based.

- (z) No boat which is used for commercial purposes will be allowed to operate or be anchored or docked in any manner in any canal. Furthermore, all boats operated in the canals must be approved by the heretofore set out Architectural and Improvement Committee, as to appearance, size and loudness of motors and moreover no boat of any size or type which is unsightly, oversized or has an unusually loud motor will be allowed to be placed in the canal, and therefore detract from the value of the lots abutting these canals. No boat shall be anchored in the canal but must be securely tied fore and aft to the canal lot frontage of the owner. Owners will be allowed to build docks, subject to the approval of the Architectural and Improvement Committee heretofore named, but in no event to extend more than stipulated in (ee) below from the edge of the bulkheading of the canal.
- (aa) No residential dwelling will be occupied unless sewerage facilities are complete. No septic tanks are to be utilized within this section. No sewerage disposal of any kind may be discharged directly unto a canal, easement or upon the property.
- (bb) The canals shown on the plat of this subdivision will, at all times be open for the use of the owners in this subdivision, their guests and invitees. The committee heretofore provided, shall make all necessary rules, deemed necessary from time to time regarding navigation of the canal, with special emphasis in speed limits, water skiing, etc.
- (cc) The use of automotive tires or other unsightly material for hold off fenders, is hereby expressly prohibited.

This is an unofficial copy for reference purposes only. The official document is on file at the Galveston County Court House, Galveston, Texas.

- (dd) In no even shall a boat house be allowed to be constructed on any lot or in any canal as may be hereinafter provided, unless and until a residence dwelling has been commenced or completed. In any event, once a residence dwelling has beer started it must be completed within six (6) months from commencement.
- (ee) The bulkheading on any canal cannot be breached by any lot owner for the purpose of building a boat slip, without first having obtained in writing the approval of the Architectural and Improvement Committee.
- (ff) No pier, wharf, boat house or other structure shall be erected in any canal except upon first, full compliance with (ee) above and in no event shall any such boat house extend beyond the bulkhead line more than is more particularly listed below:

<u>LOT</u>	<u>EXTENDED FEET ALLOWED</u>
1	12.5 feet
2	25 feet
3 thru 17	12.5 feet
18 and 19	NONE
20 thru 31	12.5 feet
32 and 33	25 feet
34	12.5 feet
35 and 36	25 feet
37 thru 39	12.5 feet
40 and 41	23 feet
42 and 43	12.5 feet
44 and 45	25 feet
46 thru 49	12.5 feet
50 and 51	20 feet
52 thru 55	12.5 feet
56 thru 63	25 feet

EXECUTED, this the 24th day of August A.D. 1965.