

ANNEXATION TO DECLARATION OF RESTRICTIONS AND COVENANTS

DEED OF TRUST

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This Annexation to Declaration, made on the date hereinafter set forth by CAMPECHE DEVELOPMENT CORPORATION, a Texas corporation, with its principal office located in Galveston, Galveston County, Texas, hereinafter referred to as "Developer":

WITNESSETH:

WHEREAS, by restrictions executed by CAMPECHE DEVELOPMENT CORPORATION recorded in Volume 2520, Page 851, in the Office of the County Clerk of Galveston County, Texas, and amended restrictions and covenants recorded in Volume 2694, Page 669, in the Office of the County Clerk of Galveston County, Texas, Developer placed certain restrictions and covenants on all that property referred to as CAMPECHE COVE SUBDIVISION, Unit No. 1, a Subdivision in the City and County of Galveston, Texas, according to the map thereof which is recorded in Volume 15, Page 25, in the Map Records in the Office of the County Clerk of Galveston County, Texas; and

WHEREAS, by Article II of said restrictions and amended restrictions, Developer reserved the right to annex to that declaration additional property by filing a Supplementary Declaration of Covenants and Restrictions which may contain such complimentary additions and modifications of the covenants and restrictions as may be necessary; and

WHEREAS, it is the desire of Developer to add to said restrictions and covenants, as amended, the following described property, to-wit:

CAMPECHE COVE SUBDIVISION UNIT TWO (2), a Subdivision in the City and County of Galveston, Texas, according to the map thereof which is recorded in Volume 16, Page 13, of the Map Records in the Office of the County Clerk of Galveston County, Texas; and

CAMPECHE COVE SUBDIVISION UNIT THREE (3), a Sub-division in the City and County of Galveston, Texas, according to the map thereof which is recorded in Volume 16, Page 14, of the Map Records in the Office of the County Clerk of Galveston County, Texas; and

WHEREAS, it is the desire of Developer to amend and modify certain of the covenants and restrictions insofar as they pertain to the annexed property in compliance with the terms and provisions of the restrictions and covenants and amended restrictions and covenants heretofore filed;

NOW, THEREFORE, Developer hereby declares that it annexes the property hereinbefore described to the Restrictions and Covenants recorded in Volume 2520, Page 851, in the Office of the County Clerk of Galveston County, Texas, and the amended restrictions and covenants recorded in Volume 2694, Page 669, in the Office of the County Clerk of Galveston County, Texas, subject to the modifications hereinafter set forth which are for the purposes of protecting the value and desirability of, and which shall run with, the said real property and be binding on all parties having or acquiring any right, title or interest in the property herein described or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Pursuant to Section 3 of Article II, the hereinafter set forth amendments shall be applicable to all lots in Units Two (2) and Three (3) of CAMPECHE COVE SUBDIVISION.

Article V, Section 3(m) shall read as follows:

No residence shall be constructed on any lot in Unit Two (2) with less than 2,000 square feet of living area; exclusive of porches and garages, and no residence shall be constructed on any lot in Unit Three (3) with less than 1,400 square feet of living area; exclusive of porches and garages. Residences shall have at least three (3) sides of brick or masonry and the total outside surface of any residence shall be at least 75% brick or masonry. All roofing on all residences must be either GAF Timberline™, 330 pound weatheredwood color, Flintkote Sierra™, 340 pound barnwood color, Bird Arch-70™, 345 pound, Driftwood color,

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Celotex Dimensional TM, 355 pound, Desert Color, Labasa ^R
Dark Brown, cedar shingles or other materials as approved
by the architectural control committee.

Article V, Section 3, paragraph (3) is added to the re-
strictions and shall read as follows:

All garages constructed on Lots 1 through and including
12 in Block Five (5) of Unit Three (3) must face the
alley with the exception of Lots 1, 6, 7 and 12 in Block
Five (5) which may face Campeche Circle. Garages located
on Lots 77 through 98 in Block Three (3) of Unit Three (3)
may face either Campeche Circle or Schaper Drive and 99th
Street, respectively, whichever is applicable. If the drive-
way into any of these lots is either on Schaper Drive or
99th Street, the fence line must be compatible in material
and location with the existing perimeter fenceline.

Article V, Section 3, Paragraph a-1 is hereby added which
will read as follows:

All houses constructed on lots in Unit Three (3) may have
zero lot lines if not in conflict with homes in existence
and if approved by the architectural control committee.

Article V, Section 3, paragraph a-2 is hereby added which
will read as follows:

All homes constructed on lots in Unit Two (2) must have
rainbow gravel sidewalks and driveways to be constructed
in accordance with the specifications set forth in the
City of Galveston Building Code. The driveway must be
rainbow graveled to the face of the house, and the drive-
ways and sidewalks must have 3/8" to 5/8" rocks. The
sidewalk must be 3 feet 6 inches (3'6") wide across the
front of the lot, directly behind and adjoining the street
curb and both the driveway and sidewalk shall be constructed
by the lot owner, at that person's cost, at the time the
house is constructed.

Article V, Section 3, Paragraph a-3 is hereby added to read
as follows:

Any additions or improvements, any homes, including swimming
pools installed at the original time of construction of the
home or thereafter and any other appurtenances must conform
with the architectural design of the house and must be ap-
proved by the architectural control committee.

Article V, Section 3, Paragraph a-4 is hereby added to read
as follows:

No two (2) homes in either Unit Two (2) or Unit Three (3)
may have the identical elevation.

Lots 52 through 71 in Block Three (3), Unit Two (2) are hereby
designated as townhouse lots and the restrictions heretofore recorded

In Volume 2520, Page 851, as amended in Volume 2694, Page 669,

in the Office of the County Clerk of Galveston County, Texas, shall be modified as follows:

Article V, Sections 3(m)(n) are hereby deleted as they are not applicable to townhomes.

The following paragraphs are hereby added to Article V, Section 3, which are applicable only to those hereinbefore set forth lots which are designated as lots for townhouses.

- (i) The owner of each lot shall be responsible for all maintenance, insurance, repairs to each townhouse.
- (ii) No fences shall be allowed on any of said lots except that a patio may be fenced.
- (iii) Easements through each of the lots for maintenance, repair and replacement of the townhouse are hereby dedicated. Use of these easements, however, for access to the lots shall be limited to reasonable hours except that access may be had at any time in case of emergency, originating in a townhouse or threatening the safety of one or more of the townhouses, whether the owner is present or not.

Easements through the lots for all facilities for the furnishing of utility services within the property and to the various lots, which facilities shall include, but not be limited to conduits, ducts, plumbing, and wiring, provided, however, that the easements of such facilities through a lot shall be substantially in accordance with the plans and specifications of the property.

- (iv) Each roof, projection and the like, which is built as a part of the original construction of the residence upon the property which projects onto adjacent lots shall constitute permissible encroachments, and each owner of a residence which was originally built which projects onto adjacent lots shall have the right of easement and enjoyment in and to said encroachment, which easement shall be appurtenant to and shall pass with the title to each said lot, whether expressly provided in the Deed to said lot or not, and every lot onto which such roof, projection and the like encroaches shall be subject to the aforesaid easement, whether expressly stated in the Deed of said lot or not.
- (v) Each wall which is built as a part of the original construction of the homes upon the properties and placed upon the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if any other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof, in proportion to

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such use without prejudice, however, subject to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful act or omissions.

Notwithstanding any other provisions of this Article, an owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successor in title.

- (vi) Plans for improvements on Lots 52 through 64 in Block Three (3) must be submitted to the architectural committee as one group, and the plans for improvements on Lots 65 through 71 in Block Three (3) must be submitted to the architectural committee as one group.

Except as specifically modified and/or amended herein, the covenants and restrictions recorded in Volume 2520, Page 851, and Volume 2694, Page 669, in the Office of the County Clerk of Galveston County, Texas, shall be applicable to all lots located within Units Two (2) and Three (3) of CAMPECHE COVE SUBDIVISION.

Guaranty Federal Savings & Loan Association, owner and holder of a mortgage indebtedness secured by a Deed of Trust on the property described herein, joins herein for the purpose of evidencing its consent to this Annexation to Declaration to Restrictions and Covenants.

IN WITNESS WHEREOF, Developer and Guaranty Federal Savings & Loan Association have caused this instrument to be executed by and through its duly authorized officers, this the 27th day of October, 1978.



Beran A. Sullivan
Secretary

CAMPECHE DEVELOPMENT CORPORATION

By [Signature]
President

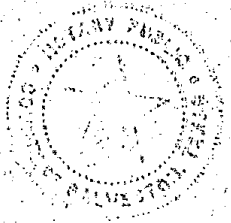
STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared John L. Sullivan, President of Campeche' Development Corporation, a corporation, 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 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 27th day of October, 1978.

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Margaret L. Sings
NOTARY PUBLIC in and for
Galveston County, Texas



NOTARY PUBLIC
GALVESTON COUNTY, TEXAS
MARGARET L. SINGS
1978

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STATE OF TEXAS

COUNTY OF GALVESTON

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

NOV 3 1978



J. L. Humphrey Jr.
COUNTY CLERK, Galveston County, Texas

FILED FOR RECORD
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COUNTY CLERK GALVESTON COUNTY TEXAS

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*Campele Development Corp.
P.O. Box 3389
Galveston 77552*