

17-138

RESTRICTIONS PABST RIVER ESTATES, SECT. I

BOOK 537 PAGE 827

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MATAGORDA

That PABST CORPORATION, a Texas corporation, the owner of the following described property lying and being situated in the County of Matagorda, State of Texas, to-wit:

Pabst River Estates, Section I, a Subdivision in the William Selkirk Survey, Abstract No. 87, Matagorda County, Texas, as per plat of said Pabst River Estates, Section I, of record in Volume 7, Pages 25, 26 and 27 of the Plat records in the Office of the County Clerk of Matagorda County, Texas

being desirous of creating a uniform plan of restrictions of said property, does hereby declare that all lots in said Subdivision (sometimes herein referred to as Pabst River Estates) are held and shall be conveyed subject to the following reservations, restrictions covenants and conditions, which shall all be covenants running with the land and shall be binding on Pabst Corporation, and all persons, corporations, firms and other legal entities claiming any portion of said lands under it as hereafter provided:

All lots in said subdivision shall be used only for private dwelling or residence purposes, except those lots hereinafter mentioned, and none of same or any portion of the streets or roads therein shall ever be used by any lot owner, his agents, employees or agents as means of access to any adjacent tract of land.

1. No structure 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 the Pabst River Estates Improvement Committee hereinafter provided for.

2. Structures, as that term is used herein, shall be held to include all buildings, fences, walls, swimming pools, playground equipment, outdoor cooking or heating facilities, and any and all other improvements. No dwelling or residence structure shall be built with less than 1000 square feet of livable space, exclusive of open porches and garages.

3. Toilet facilities of all residences shall be installed inside such residence and shall be connected, before use, with a septic tank provided by the owner of said lot. Such sewage disposal system shall be in accordance with the requirements of the State Department of Health and shall be subject to the inspection and approval of the Health Officer of Matagorda County, Texas. The drainage of septic tanks into a road, street, river, or any ditch is prohibited.

4. No dwelling or residence shall be erected or placed on any parcel less than one full lot as shown on the recorded plat of the subdivision; and no lot shall be subdivided or a portion thereof conveyed except as between the respective owners of full lots contiguous thereto; and any such attempt to otherwise subdivide ownership of a lot shall be absolutely void.

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 basement, garage, barn or other outbuilding 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 temporary character be used as a residence.

7. 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 be moved onto any of said lots, excepting herefrom new sectional, modular or pre-built or re-fabricated residences.

8. The exterior walls of all dwellings or residences, and all other buildings placed, erected or constructed on any of said lots shall be of wood, brick, or other material acceptable to the Pabst River States Improvement Committee.

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

10. No building shall be located on any lot nearer to a side line than 5 feet or according to the recorded plat of Pabst River States, Section I. The front building line, facing Selkirk Road shall be not less than twenty feet.

11. All exterior construction of any dwelling commenced within said subdivision must be completed within six (6) months from the date such construction is first commenced.

12. No tent, shack, trailer house or mobile home residences may be placed upon any lot in this section, Section I.

13. No animals, livestock, poultry or fowls of any kind shall be raised, bred, or kept on any lot, except that dogs and cats (not to exceed two of each category) may be kept, provided they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lots, and shall be so trained and confined as not to constitute a nuisance to any lot owner within the subdivision.

14. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. No person shall discharge any gun, pistol or firearm, air-rifle or air-pistol, activated by whatever means including gun powder, compressed air or gas, or spring, or any cannon cracker or torpedo as same are defined in the laws of the State of Texas, on, over or across, any lot, block, street or easement within this Subdivision.

15. The owners or occupants of all lots in this Subdivision shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential requirements or permit the accumulation of garbage, trash or rubbish of any kind, thereon. In the event of default on the part of the owner or occupant of any lot in this subdivision in observing the above requirements, or any of them, employees or agents of Pabst Corporation, its successors or assigns, may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage; trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this subdivision to pay such statement immediately upon receipt thereof. Pabst Corporation shall have a lien against any lot for any such monies so advanced.

16. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained anywhere within the Subdivision without the consent in writing of the Pabst River Estates Improvement Committee. The committee shall have the right to remove any such sign, advertisement, or billboard or structure which is so placed without such consent, and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

17. 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 longer than twelve hours is prohibited.

18. The digging of dirt or the removal of any dirt from any lot is expressly prohibited, except when necessary in conjunction with the landscaping of such lot, or in conjunction with construction being done on such lot.

19. All residences and other buildings or structures must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof.

20. The Pabst River Estates Improvement Committee (architectural control committee) shall be composed initially of J. Pabst, S. T. Pabst and Mrs. Ian R. Macdonald. After 75% of the lots have been conveyed by deed, a majority of the then owners of such lots may appoint a committee composed of three members owning lots in Pabst River Estates to replace the membership of the initial committee, or the membership of the initial committee may in their discretion before 75% of the lots have been conveyed by deed, appoint three members to replace them on the committee. Each owner shall be entitled to one vote for each lot for which he then holds a recorded deed. Such committee as so reconstituted shall remain in existence and have such authority as a majority of the then owners of lots evidenced by recorded deeds may from time to time determine. Said committee members shall serve without compensation.

21. The Pabst River Estates Improvement Committee shall have the following powers and functions:

- A. Collect and expend, in the interest of the subdivision as a whole, the maintenance fund herein created.
- B. Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by any lot owner in Pabst River Estates).
- C. Enforce any lien imposed on any part of this subdivision by reason of the violating of any of these covenants or restrictions, or by reason of failure to pay the maintenance charged herein provided, and to execute a release of such lien performance.

- D. Approve or reject plans and specifications for improvements to be erected in Pabst River Estates. All plans and specifications for improvements must be submitted to the committee for approval prior to the commencement of any such improvement. If the committee fails to act within thirty days after submission to it of plans and specifications, construction in accordance with these restrictions may begin.

22. Each lot in Pabst River Estates sold either by deed or contract of sale by the owner, its successors and assigns, is hereby subject to the annual maintenance charge of not more than 10 mills per square foot for the purpose of creating a fund to be known as the

"Maintenance Fund," to be paid annually on the first day of January of each year next following the date of such deed or contract of sale by the owner of the lot, to Pabst River Estates Improvement Committee, at its office at No. 1 Selkirk Road, Selkirk Island, Bay City, Texas, 77414, or at such other place as it shall designate in writing, and said charge and lien are hereby assigned to said committee. The annual maintenance charge may be adjusted from year to year by the Pabst River Estates Improvement Committee, but in no event shall said charge be raised above ten mills per square foot of area.

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: enforcing compliance with these restrictions, improving and maintaining the streets and doing any other thing necessary or desirable in the opinion of said Committee to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the addition; it being understood that the good faith judgment of said committee in the expenditure of said funds shall be final.

The Pabst Corporation is specifically excluded from the requirement to pay maintenance fees on any lot said corporation is holding in this development for sale or resale.

Such maintenance charge shall extend for a period of ten years from the date of recording of this instrument, and shall be extended automatically for successive periods of ten years unless the owners of a majority of the lots in the entire addition vote to discontinue such charge, such action to be evidenced by written instrument signed and acknowledged by the owners of a majority of the lots and recorded in the Deed Records of Matagorda County, Texas. By acceptance of deed or contract of sale, each purchaser agrees and consents to and joins in such maintenance charge, and acknowledges the lien for enforcement of collection thereof.

23. Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation or to recover damages. Such enforcement may be by Pabst River Estates Improvement Committee, Pabst Corporation or the owner of any lot in said subdivision.

24. All reserve tracts are hereby excluded from all paragraphs of these restrictions shown on recorded plat of said Section I so long as owned by Pabst Corporation or successor corporation, heirs or assigns.

25. Invalidation of any of the foregoing restrictions by judgment of a court of competent jurisdiction or other authority having jurisdiction of the subject matter shall in no wise affect any of the other provisions, all of which shall remain in full force and effect.

EXECUTED this 22 day of July, 1974.

ATTEST:

E. J. Pabst
Secretary

PABST CORPORATION
BY: J. Pabst
President

BEFORE ME, the undersigned authority, on this day personally appeared J. PABST, President of PABST CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purpose 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 the 22nd day of July, 1974.

Salazar Barrion
NOTARY PUBLIC in and for
Matagorda County, Texas

Had for Record at 11:22 A.M. July 22, 1974, Hilma S. Hull
Notary Public
Matagorda County Court, Matagorda Co., Texas. By Margaret Martin Deputy