

Sect 5

DEED

95590

BOOK 486 PAGE 912 thru 918

THE STATE OF TEXAS)
COUNTY OF MATAGORDA) KNOW ALL MEN BY THESE PRESENTS:

THAT SELKIRK ISLAND 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:

Selkirk Island Section 1, a Subdivision in the William Selkirk, A-87, and the Luke Lassassier A-158, Surveys, Matagorda County, Texas, as per plat of said Selkirk Island Section 1 of record in Volume 6, Pages 23, 24 and 25, 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 Selkirk Island) 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 Selkirk Island Corporation, and all persons, corporations, firms and other legal entities claiming under it as hereinafter provided:

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 Selkirk Island Improvement Committee hereinafter provided for.

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 of a permanent nature, and any and all other improvements of a permanent nature.

2. No structure shall be built with less than 1,000 square feet of livable space in Lots 1 through 20, and 600 square feet in the remaining lots of Section 1, exclusive of open porches and garages.

3. Toilet facilities of all residences shall be installed inside the 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 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. 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, excepting herefrom new sectional pre-built and pre-fabricated residences.

8. 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.

9. No building shall be located on any lot nearer than the building lines and terms shown on the recorded plat of Selkirk Island Section 1.
10. All exterior construction of any dwelling commenced within said Subdivision must be completed within six (6) months from the date such construction first commenced.
11. All buildings on Lots 1 through 20 inclusive shall face Selkirk Road.
12. No building shall be located nearer than ten (10) feet to any side lot line.
13. No animals, livestock or poultry 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.
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.
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, Seller 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.

16. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any residential lot without the consent in writing of the Selkirk Island Improvement Committee. The undersigned or members of the Committee shall have the right to remove any such sign, advertisement, or billboard or structure which is placed on any residential lot 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 set-back 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 must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof.

20. The Selkirk Island Improvement Committee shall be composed initially of J. Pabst, E. T. Pabst and John E. Boyd, III. 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 Selkirk Island 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.

21. The Selkirk Island Improvement Committee shall have the following powers and functions:

A. Collect and expend, in the interests 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 Selkirk Island).

C. Enforce any lien imposed on any part of this subdivision by reason of the violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charges herein provided, and to execute a release of such lien upon performance.

D. Approve or reject plans and specifications for improvements to be erected in Selkirk Island. All plans and specifications for improvements must be submitted to the committee for approval prior to the commencement of construction 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 Selkirk Island sold either by deed or contract of sale by the undersigned, its successors and assigns, is hereby subjected to an annual maintenance charge of Twenty-five Dollars (\$25.00) 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 a lien upon said lot, and payable annually on the first day of January of each year next following the date of such deed or contract of sale to Selkirk Island Improvement Committee, at its office at 3835 Olympia, Houston, Texas, or at such other place as it shall designate in writing, and said charge and lien are hereby assigned to said committee.

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: 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 judgment of said committee in the expenditure of said fund shall be final so long as such judgment is exercised in good faith.

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 his deed or contract of sale, each purchaser agrees and consents to and joins in such maintenance charge.

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 proposed violation or to recover damages. Such enforcement may be by the owner of any lot in said subdivision.

24. 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 7th day of August, 1970.

SELKIRK ISLAND CORPORATION

By: Wyatt O. Selkirk
President



E. J. Pabst
Secretary

STATE OF TEXAS }

COUNTY OF MATAGORDA }

BEFORE ME, the undersigned authority, on this day personally appeared WYATT O. SELKIRK, President of SELKIRK ISLAND 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 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 the 7th day of

August, 1970.

Walter F. Moley
NOTARY PUBLIC in and for
Matagorda County, Texas.

FILED FOR RECORD

AT 12:20 O'CLOCK P. M.

AUG 7 - 1970

HILMA S. HUITT
Clerk County Court, Matagorda Co., Tex.
BY Charlotte Holloway DEPUTY

THE STATE OF TEXAS

COUNTY OF MATAGORDA

I, Hilma S. Huitt, Clerk of the County Court in and for Matagorda County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the volume and page of the named record and at the time and date as stamped hereon by me.

HILMA S. HUITT
County Clerk of Matagorda Co., Texas

By Anna Louise Martinez Deputy

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EXECUTED this 7th day of August, 1970.

SELKIRK ISLAND CORPORATION

By: Wyatt O. Selkirk
President



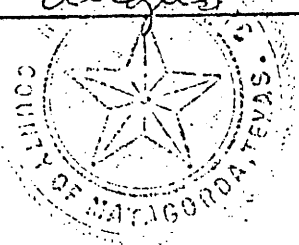
E. J. Pabst
Secretary

STATE OF TEXAS }
COUNTY OF MATAGORDA }

BEFORE ME, the undersigned authority, on this day personally appeared WYATT O. SELKIRK, President of SELKIRK ISLAND 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 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 the 7th day of

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HILMA S. HUITT
County Clerk of Matagorda Co., Texas

By Anna Louise T... Deputy