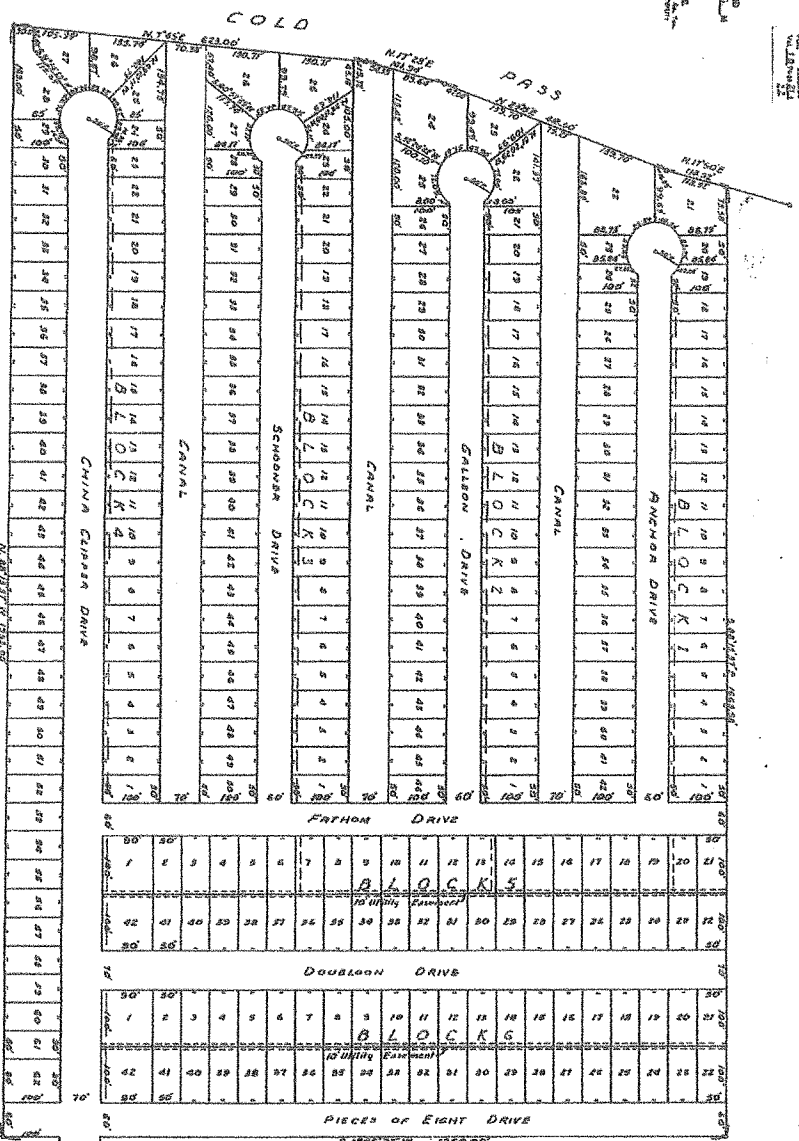


1958 VOL. 20
 11-12-58
 11-12-58
 11-12-58



Approved this the 22nd day of June, 1964
 by the Commissioners Court of
 Brazoria County, Texas.

W. N. Nussler
 County Engineer
W. N. Nussler
 Commissioner 3
W. N. Nussler
 Comm. Agent 4

Submitted by Owner: *W. N. Nussler*
 President - 500 East Island Cap.

Approved this the 22nd day of June, 1964 by the
 Velasco Drydocks District, Brazoria County, Texas.

W. N. Nussler
 Supervisor
W. N. Nussler
 Supervisor
W. N. Nussler
 Supervisor

Approved: *W. N. Nussler*
 Roy L. Rindler
 Pilot Bank Recorder

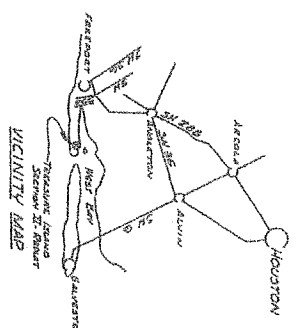
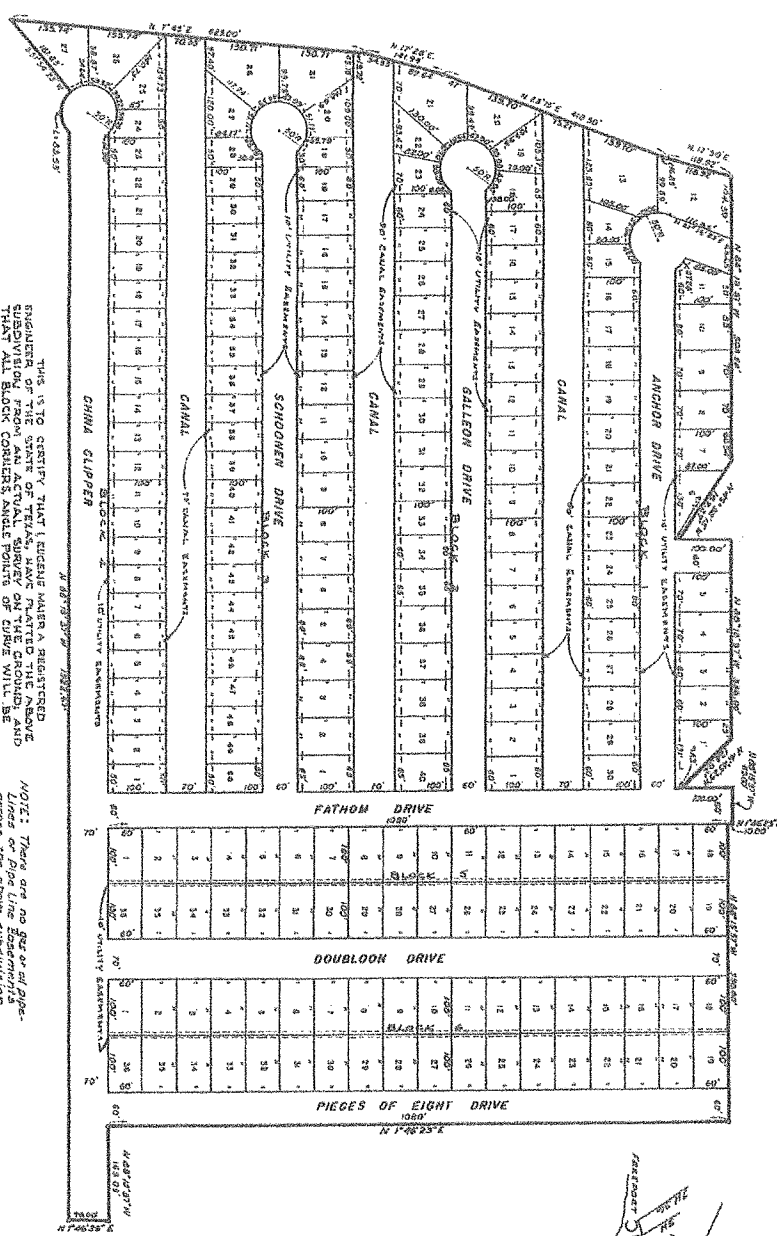


APPROVED FOR RECORD. Brazoria County assessor to
 certify the plat, showing correct acreage, to be
 recorded in the public records of Brazoria County,
 Texas, and to issue a certificate of title thereon.
 W. N. Nussler
 County Engineer

TREASURE ISLAND - SECTION II

Being a Subdivision of 33.71 Acres, Out of a 294.18 Acre Tract,
 S. F. JUSTIN PENINSULAR LEASES, ABSTRACT 29, BRAZORIA
 COUNTY, TEXAS.
 Feb. 1, 1964
 SCALE: 1"=100'

All lots, except canal lots, shall have a required 5' rear yard setback.
 All lots shall have a 25' required front yard setback.
 All lots shall have a 5' required side yard setback.



NOTES: LOT LINES EXTEND TO THE CENTER OF ADJACENT EASEMENT AND CHANNELS, SUBJECT TO RESERVED AND OVERLYING EASEMENTS, UNLESS OTHERWISE INDICATED BY THE DRAWING. EASEMENTS, UNLESS OTHERWISE INDICATED BY THE DRAWING, ARE TO BE CONSIDERED AS RESERVED. THE CENTER OF ADJACENT EASEMENT AND CHANNELS, SUBJECT TO RESERVED AND OVERLYING EASEMENTS, UNLESS OTHERWISE INDICATED BY THE DRAWING. EASEMENTS, UNLESS OTHERWISE INDICATED BY THE DRAWING, ARE TO BE CONSIDERED AS RESERVED.

THE STATE OF TEXAS:
 COUNTY OF BRAZORIA:

BEFORE ME, the undersigned authority, on this _____ day of _____, 1967, personally appeared _____, 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. I am a Notary Public in and for the State of Texas.

APPROVED FOR THE STATE OF TEXAS, COUNTY OF BRAZORIA, this _____ day of _____, 1967, by the Commission's Court of Brazoria County, Texas.

Approved: _____
 County Judge

Approved: _____
 County Clerk

Approved: _____
 County Assessor

Approved: _____
 County Auditor

Approved: _____
 County Commissioner

Approved: _____
 County Surveyor

Approved: _____
 County Treasurer

Approved: _____
 County Clerk

Approved: _____
 County Assessor

Approved: _____
 County Auditor

Approved: _____
 County Commissioner

Approved: _____
 County Surveyor

Approved: _____
 County Treasurer

TREASURE ISLAND
 SECTION II - REPLAT

BRING A SUBDIVISION OF BEARING AREA, S. E. QUARTER, BRAZORIA COUNTY, TEXAS.
 LEASE ABSTRACT 29 BRAZORIA COUNTY, TEXAS.
 SCALE: 1" = 100'



THE STATE OF TEXAS
 COUNTY OF BRAZORIA: I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that the foregoing instrument was acknowledged to me by the person whose name is subscribed to the same, and that he executed the same for the purposes and consideration therein expressed. I am a Notary Public in and for the State of Texas.

Approved: _____
 County Judge

Approved: _____
 County Clerk

Approved: _____
 County Assessor

Approved: _____
 County Auditor

Approved: _____
 County Commissioner

Approved: _____
 County Surveyor

Approved: _____
 County Treasurer

Approved: _____
 Supervisor

Approved: _____
 Supervisor

Approved: _____
 Supervisor

Approved: _____
 Supervisor

APPROVED FOR THE STATE OF TEXAS, COUNTY OF BRAZORIA, this _____ day of _____, 1967, by the Commission's Court of Brazoria County, Texas.

BRING A SUBDIVISION OF BEARING AREA, S. E. QUARTER, BRAZORIA COUNTY, TEXAS.
 LEASE ABSTRACT 29 BRAZORIA COUNTY, TEXAS.
 SCALE: 1" = 100'

AMENDMENT
JAN. 24, 2005
FROM THE BRAZORIA
CO. CLERK OFFICE
WEBSITE 5-29-2013

Doc# 2005004423

1st
AMEND

Volume 855, Pages 695-699

THE STATE OF TEXAS
COUNTY OF BRAZORIA

GENERAL RESTRICTIONS
AND LIMITATIONS TREASURE
ISLAND SUBDIVIDED
SECTIONS ONLY

This instrument is to be recorded in the office of County Clerk of Brazoria County under Treasure Island and made a part of Volume 855, pages 695-699.

Per authority granted to the San Luis Pass Civic Association (Treasure Island) by Part B, General Provisions, Item #3, of General Restrictions and Limitations, Treasure Island Subdivided Sections Only "These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1982, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said covenants in whole or part by an instrument signed by a majority of the then owners of the lots.", a change is hereby made to Residential Covenant, Part A, Item #2.

Deleted: All buildings shall have a minimum of not less than 800 square feet under roof and shall be constructed of materials that shall conform with the general architectural appearance that prevails in the subdivision.

Added: All buildings shall have a minimum of not less than 1200 square feet under roof and shall be constructed of materials that shall conform with the general appearance that prevails in the subdivision. Ex

This is the result of majority approval (58%) by the property owners. Signed ballots and documentation will remain on file in the office of San Luis Pass Civic Association.

IN TESTIMONY OF WHICH the undersigned San Luis Pass Civic Association officers have caused these presents to be executed in Treasure Island, Texas, this day of , 2005AD.

ATTEST:

SAN LUIS PASS CIVIC
ASSOCIATION

Billye F. Davis
Billye F. Davis, Secretary

By LaVolda Roberts
LaVolda Roberts, President

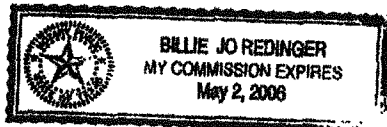
✓ BILLYE F. DAVIS
13002 BUCCANEER PKWY
FREEPORT TX 77541-9256
PH. 979-230-9946

THE STATE OF TEXAS
COUNTY OF BRAZORIA

SAN LUIS PASS ASSOCIATION
ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared LaVolda Roberts, President of San Luis Pass Civic Association known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act and deed of the said association and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE This the *24* day of *January*, 2005.



Billie Jo Redinger

Billie Jo Redinger, Notary Public in
and for Brazoria County, Texas

Doc# 2005004423
Pages 2
01/24/2005 12:05PM
Official Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$16.00

Joyce Hudman

ALL ENDS HERE

JAN 7, 2008

FROM THE BRAZORIA CO.

CLERK OFFICE

WEBSITE 5-29-2013

Exhibit "B"
THE STATE OF TEXAS

Volume 9, Pages 73, 74

**GENERAL RESTRICTIONS AND LIMITATIONS
TREASURE ISLAND SUBDIVIDED SECTIONS ONLY**

COUNTY OF BRAZORIA

ALL SECTION

This instrument is to be recorded in the office of County Clerk of Brazoria County under Treasure Island and made a part of Volume 9, pages 73 and 74.

Per authority granted to the San Luis Pass Resort Community Civic Association, (Treasure Island) by Part B, General Provisions and Limitations, Treasure Island Subdivided Sections Only, "These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1982, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said covenants in whole or in part by an instrument signed by a majority of the then owners of the lots.", a change is hereby made to Maintenance Charge.

DELETED: Each lot of SAN LUIS in TREASURE ISLAND after its completion (roads, utilities) as a saleable lot by SAN LUIS, its assigns or designees, is hereby subjected to an annual maintenance charge of Forty and No/100 Dollars (\$40.00) per year, beginning January 1, 1968.....

ADDED: MAINTENANCE CHARGE: Each lot of SAN LUIS in TREASURE ISLAND after its completion (roads, utilities) as a saleable lot by SAN LUIS, its assigns or designees, is hereby subjected to an annual maintenance charge of Seventy-Five and No/100 Dollars (\$75.00) per year, beginning January 1, 1968, and each succeeding year thereafter until terminated as provided below, to the San Luis Pass Resort Community Civic Association, its successors and assigns, for the purpose of creating a fund described below, known as the "Maintenance Fund". The maintenance charge on lot purchases shall be prorated in the proportion that the remaining months of the calendar year bear to the whole year. Any transfer of a lot without payment of the maintenance charge then due shall be subject to a lien for such amount plus an additional delinquency charge of ten percent (10%) per annum added to any charges that are more than ten (10) days delinquent.

EX

Such maintenance charge shall be paid for each year from 1968 through 1991, and shall be extended automatically for periods of ten (10) years unless the owners of record of a majority of the said property on January 1, 1992, votes to discontinue such charge. Such action is to be evidenced by written instrument signed and acknowledged by the owners of the majority of the lots and recorded in the deed records of Brazoria County, Texas. By acceptance of his contract of sale, deed or other instrument of conveyance, each purchaser agrees and consents to pay such maintenance charge as provided herein.

To secure the payment of the maintenance charge on each lot, a vendor's lien is hereby retained on each lot in favor of San Luis Pass Resort Community Civic Association without recourse in any manner on SAN LUIS for payment of such indebtedness, said lien to be enforceable through appropriate proceedings at law; provided, however, that each such lien shall be secondary, 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 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 United States Mail, to contain the statement of the delinquent maintenance charges upon which proposed action is based.

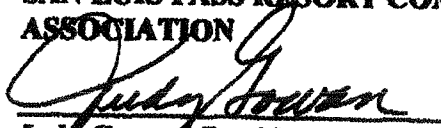
Payments of the said maintenance charge shall be used by the Civic Association (commingled together with payments of similar maintenance charges to the Civic Association from other subdivisions in the vicinity of the Subdivision designated as numbered sections of "TREASURE ISLAND" which have been heretofore or hereafter subdivided according to a map or plat filed in the Plat or Map Records of Brazoria County, Texas, and in which each lot is subject to similar annual maintenance charges required to be paid to the Civic Association by applicable restrictions and reservations) to create a "Maintenance Fund". The Maintenance Fund shall be applied, so far as sufficient, toward the payment of maintenance expenses in the Subdivision, and in Treasure Island, Section 3, a Subdivision of San Luis Island, according to the map or plat thereof recorded in Volume 11, at pages 61 and 62 of the Plat Records of Brazoria County, Texas, and in any of such other subdivisions designated as numbered sections of TREASURE ISLAND which has been heretofore or hereafter platted, and from which similar maintenance expenses in Treasure Island, Section 1, a subdivision of San Luis Island according to the map or plat thereof recorded in Volume 9, pages 73 and 74 of the Plat records of Brazoria County, Texas. "Maintenance expenses" shall include expenses incurred for any of the following purposes: lighting, constructing, improving and maintaining the rights of way, easements, streets, sidewalks, if any, paths, fences, canals, channels, lakes, waterways, bulkheads, public marines, boat docking facilities, navigational facilities and aids, parks, parkways, esplanades, areas between curbs and sidewalks, recreational facilities, collecting and disposing of garbage, ashes, rubbish and the like in said areas (other than garbage, ashes, rubbish and the like from constructed residential dwellings), employing watchmen or any other action deemed desirable to protect persons and property, payment of legal and all other expenses in connection with the operation of the Civic Association, and the enforcement of all recorded charges, restrictions, covenants, agreements and conditions affecting property collection and administration of the maintenance charges, and doing any other things necessary and desirable in the opinion of the Civic Association to keep property neat and in good order or which it considers a general benefit to the Subdivision or such other numbered sections of TREASURE ISLAND. The act of the Civic Association and its expenditure of said fund shall be final so long as it acts in good faith.

This is the result of majority approval (51%) by the property owners. Signed ballots and documentation will remain on file in the office of San Luis Pass Resort Community Civic Association.

IN TESTIMONY OF WHICH the undersigned San Luis Pass Resort Community Civic Association officer has caused these presents to be executed in Treasure Island, Texas, this 14th day of January, 2008AD.

ATTEST:

SAN LUIS PASS RESORT COMMUNITY CIVIC ASSOCIATION


Judy Gowag, President

THE STATE OF TEXAS
COUNTY OF BRAZORIA

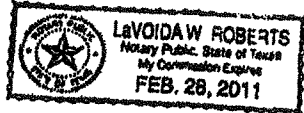
SAN LUIS PASS ASSOCIATION
ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared Judy Gowan, President of San Luis Pass Resort Community Civic Association known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act and deed of the said association and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE This the 7th day of January, 2008.

LaVonda Roberts

**LaVonda Roberts
Notary Public in and for
Brazoria County, Texas**



**Doc# 2008081274
8 Pages 9
01/08/2008 2:06PM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$48.00**

Joyce Hudman

AMENDMENT
JAN. 7, 2008
FROM THE BRAZORIA
Co. CLERK OFFICE
website:
529-20
OS

Exhibit "A"
THE STATE OF TEXAS

Volume 983, Pages 591-611

RESERVATIONS AND RESTRICTIONS

COUNTY OF BRAZORIA

This instrument is to be recorded in the office of County Clerk of Brazoria County under Treasure Island and made a part of Volume 983, pages 591-611.

Per authority granted to the San Luis Pass Resort Community Civic Association, (Treasure Island) by Part B, General Provisions and Limitations, Treasure Island Subdivided Sections Only, "These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1982, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said covenants in whole or in part by an instrument signed by a majority of the then owners of the lots.", a change is hereby made to Maintenance Charge.

Deleted: Each lot of SAN LUIS in TREASURE ISLAND, Section 2-R, after its completion (roads, utilities) as a saleable lot by SAN LUIS, its assigns or designees, is hereby subjected to an annual maintenance charge of Forty and No/100 Dollars (\$40.00) per year, beginning January 1, 1968, and each succeeding year thereafter until terminated as provided below, to the San Luis Pass Resort Community Civic Association, its successors and assigns, for the purpose of creating a fund described below, known as the "Maintenance Fund".

ADDED: Each lot of SAN LUIS in TREASURE ISLAND, Section 2-R, after its completion (roads, utilities) as a saleable lot by SAN LUIS, its assigns or designees, is hereby subjected to an annual maintenance charge of Seventy-Five and No/100 Dollars (\$75.00) per year, beginning January 1, 1968, and each succeeding year thereafter until terminated as provided below, to the San Luis Pass Resort Community Civic Association, its successors and assigns, for the purpose of creating a fund described below, known as the "Maintenance Fund".

This is the result of majority approval (51%) by the property owners. Signed ballots and documentation will remain on file in the office of San Luis Pass Resort Community Civic Association.

IN TESTIMONY OF WHICH the undersigned San Luis Pass Resort Community Civic Association officer has caused these presents to be executed in Treasure Island, Texas, this 7th day of January, 2008AD.

ATTEST:

SAN LUIS PASS RESORT COMMUNITY CIVIC ASSOCIATION

Judy Gowen
Judy Gowen, President

THE STATE OF TEXAS

COUNTY OF BRAZORIA

SAN LUIS PASS ASSOCIATION
ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared Judy Gowan, President of San Luis Pass Resort Community Civic Association known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act and deed of the said association and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE This the 7th day of
January, 2008.

LaVonda Roberts

LaVonda Roberts
Notary Public in and for
Brazoria County, Texas



AMENDMENT TO RESTRICTIONS
TREASURE ISLAND SUBDIVISION

THE STATE OF TEXAS)

9

COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared Judy Gowan, who, being first duly sworn on oath, stated as follows:

My name is Judy Gowan, and I am President of the San Luis Pass Resort Community Civic Association, which recently took a vote from property owners in the Treasure Island Subdivision with reference to making a change outlined in Exhibit "A", Exhibit "B", and Exhibit "C", attached hereto and made a part hereof for all purposes, and a majority of such property owners voted in favor of such change. Signed signature cards are filed in the Treasure Island Community Building office.

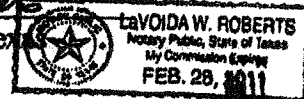
SAN LUIS PASS RESORT COMMUNITY CIVIC ASSOCIATION

By Judy Gowan
President

Subscribed and sworn to before me on this 8th day of January, 2008.

Lavida Roberts

Notary Public - State of Texas



San Luis Pass Civic Association
146 Fathom
Angleton TX 77541

91980 419

37390

AMENDMENT #1 TO RESTRICTIONS
TREASURE ISLAND SUBDIVISION

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared Billie Redinger, who, being first duly sworn on oath, stated as follows:

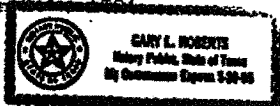
My name is Billie Redinger, and I am President of the San Luis Pass Resort Community Civic Association, which recently took a vote from property owners in the Treasure Island Subdivision with reference to making the changes outlined in Exhibit "A" attached hereto and made a part hereof for all purposes, and a majority of such property owners voted in favor of such changes. Signed signature cards, showing the properties each owns in the subdivision, are filed in the Treasure Island Community Building office.

Also attached is Exhibit "B", detailing amendments to said restrictions, filed in Volume 855, Pages 695-699, deleting Item 17 under Residential Covenants, and adding Item 18, "Maintenance Charge".

SAN LUIS PASS RESORT COMMUNITY CIVIC ASSOCIATION

By Billie J. Redinger
President

SUBSCRIBED AND SWORN TO BEFORE ME on this 17 day of December, 1991



Gary L. Roberts
Notary Public - State of Texas

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

The foregoing instrument was acknowledged before me on this 17 day of December, 1991 by Billie Redinger.



Gary L. Roberts
Notary Public - State of Texas

EXHIBIT "A"

91980 420
SAN LUIS PASS CIVIC ASSOCIATION

Route 2
Box 1302
FREEPORT, TEXAS 77541

Dear Treasure Island Homeowner:

On January 1, 1992, deed restrictions will automatically renew for another ten-year term, unless changes are made before that date.

The board of directors recommend the following changes:

1. That item 17 be deleted from the General Restrictions and Limitations, and from from "Reservations and Restrictions of Treasure Island, Section III". Item 17 reads "All resales of property must be approved by the Architectural Control Committee". We have had complaints from realtors and lenders that this statement is discriminatory, and deletion may facilitate sales.
2. Section II has a similar restriction that reads "If, from time to time, a purchaser of a lot from SAN LUIS or any subsequent owner of a lot or parcel of land desires to sell the lot or any part thereof, the same shall first be offered to SAN LUIS, its successors, assigns or designees which shall have the right to purchase the same at the price offered to the owner to the owner of the lot for such lot or part thereof...". This restriction has not been followed for many years, and should be deleted.
3. There are a number of lots in Treasure Island that are not now subject to mandatory maintenance payments. We suggest the following paragraph be added to restrictions in all sections. "Each lot in Treasure Island, Sections I, II, IIR, and III is hereby subjected to an annual maintenance charge of Forty and No/100 Dollars (\$40.00) payable annually in advance by the owner of each lot on the first day of January of each year, beginning January 1, 1992, and each succeeding year thereafter to the San Luis Pass Resort Community Civic Association, for the purpose of creating a Maintenance Fund. Each lot on which this maintenance fee is not received within 40 days shall be subjected to an additional delinquency fee of 10% per annum.

Please indicate your wishes by signing and returning the enclosed post card as soon as is convenient. Your cooperation will be appreciated.

Yours very truly,

Billie Jo Redinger
President

BJR:pc
11-1-91

GENERAL RESTRICTIONS AND
LIMITATIONS TREASURE ISLAND
SUBDIVIDED SECTIONS ONLY

PART A - RESIDENTIAL COVENANTS

ITEM 17 IS DELETED.

PART C IS ADDED.

MAINTENANCE CHARGE

Each lot of SAN LUIS in TREASURE ISLAND, SECTION III, is hereby subjected to an annual maintenance charge of forty and no/100 Dollars (\$40.00) per year, payable annually in advance by the owner or purchaser of each lot on the first day of January of each year, beginning January 1, 1992 and each succeeding year thereafter until terminated as provided below, to the San Luis Pass Resort Community Civic Association, its successors and assigns, for the purpose of creating a fund described below, known as the "Maintenance Fund". The maintenance charge on lot purchases shall be prorated in the proportion that the remaining months of the calendar year bear to the whole year. Any transfer of a lot without the payment of the maintenance charge then due shall be subject to a lien for such amount plus an additional delinquency charge of ten per cent (10%) per annum added to any charges that are more than ten (10) days delinquent.

Such maintenance charge shall be paid for each year from 1992 to 2002, and shall be extended automatically for periods of ten years (10) years unless the owners of record of a majority of the said property on January 1, 1992, votes to discontinue such charge. Such action is to be evidenced by written instrument signed and acknowledged by the owners by the majority of the lots and recorded in the deed records of Brazoria County, Texas. By acceptance of his contract of sale, deed or other instrument of conveyance, each purchaser agrees and consents to pay such maintenance charge as provided.

To secure the payment of the maintenance charge on each lot, a vendor's lien is hereby retained on each lot in favor of San Luis Pass Resort Community Civic Association and it shall be same as if a vendor's lien was retained in favor of SAN LUIS and assigned to San Luis Pass Resort Community Civic Association without recourse in any manner on SAN LUIS for payment of such indebtedness, such lien to be enforceable through appropriate proceedings at law; provided, however, that each such lien shall be secondary, and inferior to all

91980 422

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 improvement of any such lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon which there is an outstanding valid and subsisting first mortgage lien, such beneficiary shall give ten 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 mortgage holder by prepaid United States Mail, to contain the statement of the delinquent maintenance charges upon which proposed action is based.

Payments of the said maintenance charge shall be used by the Civic Association (comingled together with payments of similar maintenance charges to the Civic Association from other Sections designated as numbered sections of TREASURE ISLAND which have been heretofore or hereafter subdivided according to a map or plat filed in the Plat or Map records of Brazoria County, Texas, and in which each lot is subject to similar annual maintenance charges required to be paid to the Civic Association by applicable restrictions and reservations to create a "Maintenance Fund". The Maintenance Fund shall be applied, so far as sufficient, toward the payment of maintenance expenses in the Subdivision. "Maintenance Expenses" shall include expenses incurred for any of the following purposes: lighting, constructing, improving and maintaining the rights of way, easements, streets, sidewalks, if any, paths, fences, canals, channels, lakes, waterways, bulkheads, public marinas, boat docking facilities, navigational facilities and aids, parks, parkways, esplanades, areas between curbs and sidewalks, recreational facilities, collecting and disposing of garbage, rubbish and the like in said areas (other than garbage, rubbish and the like from constructed residential dwellings) employing watchmen or any other action deemed desirable to protect persons and property, payment of legal and all other expenses in the operation of the Civic Association, and the enforcement of all recorded charges, restrictions, covenants, agreements and conditions affecting property to which maintenance charges apply, payment of all expenses in connection with the collection and administration of the maintenance charges, and doing any other things necessary and desirable in the opinion of the Civic Association to keep property neat and in good order or which it considers of general benefit to the Subdivision. The act of the Civic Association and its expenditure of said fund shall be final so long as **FILED FOR RECORD** in good faith.

✓
THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RETURNED to the Volume and page of the OFFICIAL RECORD at the time and date so stamped below by me.



Dolly Bailey
County Clerk of Brazoria Co., TX

DEC 17 3 40 PM '91

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

37391

91980 423

AMENDMENT #1 TO RESTRICTIONS
TREASURE ISLAND SUBDIVISION

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared Billie Redinger, who, being first duly sworn on oath, stated as follows:

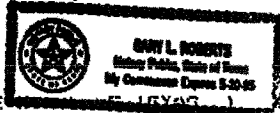
My name is Billie Redinger, and I am President of the San Luis Pass Resort Community Civic Association, which recently took a vote from property owners in the Treasure Island Subdivision with reference to making the changes outlined in Exhibit "A" attached hereto and made a part hereof for all purposes, and a majority of such property owners voted in favor of such changes. Signed signature cards, showing the properties each owns in the subdivision, are filed in the Treasure Island Community Building office.

Also attached is Exhibit "B", detailing amendments to said restrictions, filed in Volume 983, Pages 591-611, deleting Paragraph designated "Right of First Refusal", and amending title to read "RESERVATIONS AND RESTRICTIONS OF ALL LOTS IN TREASURE ISLAND, SECTIONS 2 AND 2-R.

SAN LUIS PASS RESORT COMMUNITY CIVIC ASSOCIATION

By Billie J. Redinger
President

SUBSCRIBED AND SWORN TO BEFORE ME on this 17 day of December, 1991.



Gary L. Roberts
Notary Public - State of Texas

THE
COUNTY OF BRAZORIA)

The foregoing instrument was acknowledged before me on this 17 day of December, 1991 by Billie Redinger.



Gary L. Roberts
Notary Public - State of Texas

EXHIBIT "A"

91980 424
SAN LUIS PASS CIVIC ASSOCIATION
Route 2
Box 1302
FREEPORT, TEXAS 77541

Dear Treasure Island Homeowner:

On January 1, 1992, deed restrictions will automatically renew for another ten-year term, unless changes are made before that date.

The board of directors recommend the following changes:

1. That item 17 be deleted from the General Restrictions and Limitations, and from from "Reservations and Restrictions of Treasure Island, Section III". Item 17 reads "All resales of property must be approved by the Architectural Control Committee". We have had complaints from realtors and lenders that this statement is discriminatory, and deletion may facilitate sales.
2. Section II has a similar restriction that reads "If, from time to time, a purchaser of a lot from SAN LUIS or any subsequent owner of a lot or parcel of land desires to sell the lot or any part thereof, the same shall first be offered to SAN LUIS, its successors, assigns or designees which shall have the right to purchase the same at the price offered to the owner to the owner of the lot for such lot of part thereof...". This restriction has not been followed for many years, and should be deleted.
3. There are a number of lots in Treasure Island that are not now subject to mandatory maintenance payments. We suggest the following paragraph be added to restrictions in all sections. "Each lot in Treasure Island, Sections I, II, IIR, and III is hereby subjected to an annual maintenance charge of Forty and No/100 Dollars (\$40.00) payable annually in advance by the owner of each lot on the first day of January of each year, beginning January 1, 1992, and each succeeding year thereafter to the San Luis Pass Resort Community Civic Association, for the purpose of creating a Maintenance Fund. Each lot on which this maintenance fee is not received within 60 days shall be subjected to an additional delinquency fee of 10% per annum.

Please indicate your wishes by signing and returning the enclosed post card as soon as is convenient. Your cooperation will be appreciated.

Yours very truly,

Billie J. Radtke
President

BJR:pc
11-1-91

EXHIBIT "B"

91980 425

VOLUME 983, PAGES 591-622

RESERVATIONS AND RESTRICTIONS
OF CERTAIN LOTS IN
TREASURE ISLAND, SECTION 2-R

1. All lots designated as Section II and Section II-R are subject to the restrictions contained herein.
2. The paragraph described as "RIGHT OF REFUSAL" is deleted.

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FILED FOR RECORD

Dec 17 3 45 PM '91

Dolly Bailey
COUNTY CLERK
BRAZOSHA COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF BRAZOSHA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazosha County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the Volume and page of the OFFICIAL RECORD at the time and date as stamped hereon by me.



Dolly Bailey
County Clerk of Brazosha Co., TX

37392

91980 426

AMENDMENT #1 TO RESTRICTIONS
TREASURE ISLAND SUBDIVISION

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared Billie Redinger, who, being first duly sworn on oath, stated as follows:

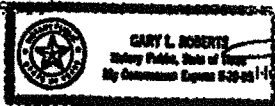
My name is Billie Redinger, and I am President of the San Luis Pass Resort Community Civic Association, which recently took a vote from property owners in the Treasure Island Subdivision with reference to making the changes outlined in Exhibit "A" attached hereto and made a part hereof for all purposes, and a majority of such property owners voted in favor of such changes. Signed signature cards, showing the properties each owns in the subdivision, are filed in the Treasure Island Community Building office.

Also attached is Exhibit "B", detailing amendments to said restrictions, filed in Volume 1049, Pages 376-381, deleting Item 17 under Residential Covenants, and adding Item 18, "Maintenance Charge".

SAN LUIS PASS RESORT COMMUNITY CIVIC ASSOCIATION

By Billie J. Redinger
President

SUBSCRIBED AND SWORN TO BEFORE ME on this 17 day of December, 1991



Gary L. Roberts
Notary Public - State of Texas

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

The foregoing instrument was acknowledged before me on this 17 day of December, 1991 by Billie Redinger.



Gary L. Roberts
Notary Public - State of Texas

EXHIBIT "A"

91980 427
SAN LUIS PASS CIVIC ASSOCIATION

Route 2
Box 1302
FREEPORT, TEXAS 77561

Dear Treasure Island Homeowner:

On January 1, 1992, deed restrictions will automatically renew for another ten-year term, unless changes are made before that date.

The board of directors recommend the following changes:

1. That item 17 be deleted from the General Restrictions and Limitations, and from from "Reservations and Restrictions of Treasure Island, Section III". Item 17 reads "All resales of property must be approved by the Architectural Control Committee". We have had complaints from realtors and lenders that this statement is discriminatory, and deletion may facilitate sales.
2. Section II has a similar restriction that reads "If, from time to time, a purchaser of a lot from SAN LUIS or any subsequent owner of a lot or parcel of land desires to sell the lot or any part thereof, the same shall first be offered to SAN LUIS, its successors, assigns or designees which shall have the right to purchase the same at the price offered to the owner to the owner of the lot for such lot or part thereof...". This restriction has not been followed for many years, and should be deleted.
3. There are a number of lots in Treasure Island that are not now subject to mandatory maintenance payments. We suggest the following paragraph be added to restrictions in all sections. "Each lot in Treasure Island, Sections I, II, IIR, and III is hereby subjected to an annual maintenance charge of Forty and No/100 Dollars (\$40.00) payable annually in advance by the owner of each lot on the first day of January of each year, beginning January 1, 1992, and each succeeding year thereafter to the San Luis Pass Resort Community Civic Association, for the purpose of creating a Maintenance Fund. Each lot on which this maintenance fee is not received within 60 days shall be subjected to an additional delinquency fee of 10% per annum.

Please indicate your wishes by signing and returning the enclosed post card as soon as is convenient. Your cooperation will be appreciated.

Yours very truly,

Billie J. Ralinger
President

BJR:pc
11-1-91

EXHIBIT "B"

91980 428

VOLUME 1049, PAGES 376-381

RESERVATIONS AND RESTRICTIONS
OF
TREASURE ISLAND, SECTION III

PART A - RESIDENTIAL COVENANTS

ITEM 17 IS DELETED.

PART C IS ADDED.

MAINTENANCE CHARGE

Each lot of SAN LUIS in TREASURE ISLAND, SECTION III, is hereby subjected to an annual maintenance charge of forty and no/100 Dollars (\$40.00) per year, payable annually in advance by the owner or purchaser of each lot on the first day of January of each year, beginning January 1, 1992 and each succeeding year thereafter until terminated as provided below, to the San Luis Pass Resort Community Civic Association, its successors and assigns, for the purpose of creating a fund described below, known as the "Maintenance Fund". The maintenance charge on lot purchases shall be prorated in the proportion that the remaining months of the calendar year bear to the whole year. Any transfer of a lot without the payment of the maintenance charge then due shall be subject to a lien for such amount plus an additional delinquency charge of ten per cent (10%) per annum added to any charges that are more than ten (10) days delinquent.

Such maintenance charge shall be paid for each year from 1992 to 2002, and shall be extended automatically for periods of ten years (10) years unless the owners of record of a majority of the said property on January 1, 1992, votes to discontinue such charge. Such action is to be evidenced by written instrument signed and acknowledged by the owners by the majority of the lots and recorded in the deed records of Brazoria County, Texas. By acceptance of his contract of sale, deed or other instrument of conveyance, each purchaser agrees and consents to pay such maintenance charge as provided.

To secure the payment of the maintenance charge on each lot, a vendor's lien is hereby retained on each lot in favor of San Luis Pass Resort Community Civic Association and it shall be same as if a vendor's lien was retained in favor of SAN LUIS and assigned to San Luis Pass Resort Community Civic Association without recourse in any manner on SAN LUIS for payment of such indebtedness, such lien to be enforceable through appropriate proceedings at law; provided, however, that each such lien shall be secondary, 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 improvement of any such lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon which there is an outstanding valid and subsisting first mortgage lien, such beneficiary shall give teh 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 mortgage holder by prepaid United States Mail, to contain the statement of the delinquent maintenance charges upon which proposed action is based.

Payments of the said maintenance charge shall be used by the Civic Association (comingled together with payments of similar maintenance charges to the Civic Association from other Sections designated as numbered sections of TREASURE ISLAND which have been heretofore or hereafter subdivided according to a map or plat filed in the Plat or Map records of Brazoria County, Texas, and in which each lot is subject to similar annual maintenance charges required to be paid to the Civic Association by applicable restrictions and reservations to create a "Maintenance Fund". The Maintenance Fund shall be applied, so far as sufficient, toward the payment of maintenance expenses in the Subdivision. "Maintenance Expenses" shall include expenses incurred for any of the following purposes: lighting, constructing, improving and maintaining the rights of way, easements, streets, sidewalks, if any, paths, fences, canals, channels, lakes, waterways, bulkheads, public marinas, boat docking facilities, navigational facilities and aids, parks, parkways, esplanades, areas between curbs and sidewalks, recreational facilities, collecting and disposing of garbage, rubbish and the like in said areas (other than garbage, rubbish and the like from constructed residential dwellings) employing watchmen or any other action deemed desirable to protect persons and property, payment of legal and all other expenses in the operation of the Civic Association, and the enforcement of all recorded charges, restrictions, covenants, agreements and conditions affecting property to which maintenance charges apply, payment of all expenses in connection with the collection and administration of the maintenance charges, and doing any other things necessary and desirable in the opinion of the Civic Association to keep property neat and in good order or which it considers of general benefit to the Subdivision. The act of the Civic Association and its expenditure of said fund shall be final so long as it acts in good faith.

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DEC 17 3 45 PM '91

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORDED in the Volume and page of the OFFICIAL RECORD as of the Date and time as changed herein by me.



Dolly Bailey
County Clerk of Brazoria Co., TX

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

FROM BRAZORIA COUNTY CLERK OFFICE
5-29-2013
①

10-18-07
10-24-07

DEED

VOL 983 PAGE 591

15776

THE STATE OF TEXAS | RESERVATIONS AND RESTRICTIONS
COUNTY OF BRAZORIA | OF CERTAIN LOTS IN
TREASURE ISLAND, SECTION 2-R

WHEREAS, SAN LUIS ISLAND CORPORATION ("SAN LUIS"), a Texas corporation, is the owner of all of that certain 50.1442 acre tract of land out of the S. F. Austin Peninsular League, Abstract 29, Survey in Brazoria County, Texas, a subdivision designated as TREASURE ISLAND, Section 2-R, according to the re-map or re-plat thereof filed with the County Clerk of Brazoria County, Texas, except the following lots of land which are not owned by SAN LUIS: Lots 17 and 21 in Block 2; Lots 17, 19, 26, 27, 28, 35, 36, 39, 40, 45, 49 and 50 in Block 3; Lots 1, 2, 3, 4, 5, 6, 8, 9, 12, 13, 16, 17, 20, 21, 24, 25, 26 and 27 in Block 4; Lots 3, 34, 35 and 36 in Block 5; and Lots 3, 29, 33 and 34 in Block 6; and

WHEREAS, SAN LUIS desires the development of its property to be for the mutual benefit and pleasure of the present and future property owners in such subdivision and to protect the property values therein by imposing upon and against all of said property owned by SAN LUIS the reservations, restrictions and other provisions hereinafter set forth; and

WHEREAS, SAN LUIS hereby invites each of the owners of each of the aforesaid lots not owned by SAN LUIS to join, adopt, ratify and subject his lots to the reservations, restrictions and other provisions as hereinafter set forth, and hereby expressly provides that each of such other owners may so join, adopt, ratify and subject his property to these reservations and restrictions and other provisions for the benefit of all owners of lots as provided herein; and

WHEREAS, SAN LUIS desires to retain as applicable to the said lots which it does not own and which the owners thereof do not so join, adopt and ratify and subject their property to the provisions of this instrument, the building setback lines set forth on the original map or plat of TREASURE ISLAND, Section 2, a subdivision of San Luis Island according to the plat and description of such subdivision recorded in Volume 9, pages 73 and 74 of the Map or Plat Records of Brazoria County, Texas, such building setback lines being as follows: "All lots, except canal lots, shall have a required 5 feet rear yard setback. All lots shall have a 25 feet required front yard setback. All lots shall have a 5 feet required side yard setback."

NOW, THEREFORE, know all men by these presents that SAN LUIS ISLAND CORPORATION, joined by FANNIN BANK, BRAZOSPORT SAVINGS & LOAN ASSOCIATION and HOUSTON BANK & TRUST COMPANY, the only lienholders on its property do hereby make, adopt and establish the reservations, restrictions and other provisions (including without limitation reservations, restrictions, declarations, easements, limitations, charges, agreements, covenants, conditions and stipulations) hereinafter set forth as applicable to said property in TREASURE ISLAND, Section 2-R, a subdivision in Brazoria County, Texas, the re-map or re-plat of which was filed in the office of the County Clerk of Brazoria County, Texas, on the 24 day of OCT, 1967, under Clerk's File No. 15780 (hereinafter sometimes referred to as "Subdivision"). Said re-map or re-plat has been duly authenticated with proper certificate dedicating only the use of the streets shown thereon to the public for ordinary roadway purposes

only, subject to the reservations, restrictions and other provisions herein contained to the same extent as though copied at length in said dedication certificate and said re-map or re-plat is subject only to such minor changes as, in the judgment of SAN LUIS, are necessitated by the efficient installation of improvements.

By recording such re-map or re-plat, SAN LUIS does hereby not release, modify or change the aforesaid building setback lines as shown on the said original map or plat of TREASURE ISLAND, Section 2 as applicable to the said lots not owned by SAN LUIS.

RESERVATIONS

In so authenticating said map or plat for record and in so dedicating the use of the streets (whether such streets are referred to as drives, avenues, roads, lanes, ways, boulevards or streets) as shown thereon to the public for ordinary roadway purposes only, there was reserved and there is hereby expressly reserved in SAN LUIS the following rights, titles and easements (hereinafter called the "Reservations"), which Reservations shall be referred to as a part of and construed as being adopted in each and every contract, deed or instrument of conveyance executed or to be executed by or on behalf of SAN LUIS, conveying any property in the Subdivision or any part thereof:

- (1) The legal and fee simple title in and to each and all of said streets as shown on said plat is hereby reserved in SAN LUIS subject to the limited dedication of the use of such streets to the public for ordinary roadway purposes only.

- (2) SAN LUIS reserves for itself, its successors and assigns, a perpetual nonexclusive easement to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size of, and remove such water, sanitary sewer and storm sewer and gas pipes, mains and conductors and all appurtenances thereto pertinent to the operation of a water works system, sanitary sewer, storm sewer and drainage system and gas distribution system and such electric distribution and communication lines, wires, conduits, and appurtenances thereto pertinent to the operation of an electric distribution and communication system as it may from time to time desire, in, along, under, over, across and through all of said streets in the Subdivision. Such pipes, mains, conductors, lines, wires, conduits and appurtenances shall be buried to such reasonable depth as will not interfere with the use of the streets.
- (3) SAN LUIS reserves for itself, its successors and assigns, title in and to all water, sanitary sewer, storm sewer, and drainage and gas pipes, mains, conductors, and all appurtenances thereto and all electric distribution and communication lines, wires, conduits, and appurtenances thereto constructed by SAN LUIS or its agents in all of said streets in the Subdivision, together with a perpetual easement to operate, maintain, inspect, repair, reconstruct, multiply, change the size of, and remove such pipes, mains, conductors, lines, wires, conduits, and appurtenances thereto, as it may from time to time desire.
- (4) SAN LUIS reserves for itself, its successors and assigns, a perpetual utility easement which shall be divisible among two or more owners, as shown on said map or plat in, along, under, over, across and through each lot or parcel of land to lay, construct, operate, maintain, inspect, reconstruct, multiply, change the size of, and remove such utility lines and facilities (including without limitation of the generality thereof, water, sanitary sewer, storm sewer, drainage and gas lines, pipes, mains, conductors, and all appurtenances thereto and electric distribution and communication lines, wires, conduits, poles, connections, and appurtenances thereto), as it or they may from time to time desire, together with the right of ingress and egress thereto. The utility easement hereby reserved is an easement ten feet

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wide at and below normal ground level and extending upward to a plane twenty feet above the ground, and from said plane and upward, the utility easement is an unobstructed aerial easement twenty feet wide, extending five feet in width adjacent to and on both sides of the utility easement on each lot or parcel of land. SAN LUIS further reserves the exclusive right to grant franchises and easements to other utility owners to lay, construct, operate, maintain, inspect, reconstruct, change the size of, multiply, and remove such utility lines in such utility easement. Such utility easement is not dedicated to the public in any manner.

Neither SAN LUIS, any utility company, nor any other successor or assign, using the utility easement heretofore described shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, trees or flowers or other property of the owner situated in the part of the lot or parcel of land covered by such utility easement.

- (5) SAN LUIS reserves for itself, its successors and assigns, the right to make minor changes in and additions to the utility easement heretofore described for the purpose of more efficiently and economically installing the improvements.
- (6) SAN LUIS expressly reserves for itself, its successors and assigns, a perpetual right of way and easement over, along, through, under and across all channels, canals, lakes and waterways of every type shown on said map or plat to construct, operate, maintain, inspect, reconstruct and deepen canals, channels, waterways, lakes and all other facilities for navigation by small boats and crafts, together with the right to connect such canals, channels and waterways with other canals, channels and waterways. SAN LUIS reserves the right to sell, lease, give or otherwise dispose of such canals, channels, lakes, waterways and easements thereto. It is expressly provided that such canals, channels, lakes and waterways are not dedicated to the public in any manner.
- (7) SAN LUIS reserves for itself, its successors and assigns, a perpetual nonexclusive easement in, over, along, across, through and under each lot or parcel of land in the Subdivision which abuts a canal, channel, lake or waterway (in common with the owner of any such lot or parcel of land which abuts a canal, channel, lake or waterway) to the extent necessary to operate, maintain, inspect, repair, change the size of and reconstruct bulkheads

located on such lots or parcels of land for the sole purpose of maintenance of and protecting the said canals, channels, lakes and waterways from erosion from such abutting lots or parcels of land. SAN LUIS reserves the right to sell, lease, give or otherwise dispose of such nonexclusive easements.

- (8) It is expressly provided that the conveyance by SAN LUIS of any lot or parcel of land in the Subdivision by contract, deed or other instrument of conveyance shall not in any event be held or construed to include the title to any of the rights, titles and easements heretofore reserved in any of the foregoing paragraphs, nor the title to water, gas, sanitary sewer, storm sewer, drainage, electric light, electric power, telegraph or telephone lines, poles or conduits, pipes, mains, or any other utility or appurtenances thereto constructed by SAN LUIS or its agents, under, through, along, over or upon such easements, such property, or any part thereof or such streets, to serve the property or any other numbered sections of the Subdivision, nor title to any canals, channels, waterways and lakes adjoining lots or parcels of land. The right to sell and lease all such rights, titles, easements, utilities and appurtenances is expressly reserved in SAN LUIS, its successors and assigns. The foregoing reservations or rights and easements shall not, however, obligate SAN LUIS to exercise any of such reserved rights and easements.

The invalidity, abandonment or waiver of any one or more of the foregoing Reservations, or any sentence, clause or part thereof shall not affect the remaining Reservations or sentences, clauses or parts thereof, which shall remain in full force and effect.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the parceling and sale of TREASURE ISLAND, Section 2-R, and the lots and block of SAN LUIS as a district set aside for suburban homes and the uses ordinarily accessory thereto, the following restrictions upon the use of the said property of SAN LUIS, including without limitation restrictions, covenants, declarations, easements, limitations,

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VOL 983 PAGE 597

charges, agreements and conditions, (hereafter collectively called the "Restrictions") are hereby established and adopted to apply uniformly to the use, occupancy and conveyance of its said lots in TREASURE ISLAND, Section 2-R, and every contract, deed or other instrument of conveyance which may be hereafter executed with regard to any of said lots in the Sub-division shall be conclusively deemed to have been executed, delivered and accepted on the following Restrictions, regardless of whether or not the Restrictions are set out in full or incorporated by reference in such contract, deed or other instrument of conveyance.

San Luis Pass Resort
Community Civic Association

There has been created the San Luis Pass Resort Community Civic Association, a Texas nonprofit corporation, with its initial registered office at Suite 800, Sheraton-Lincoln Center, Houston, Texas 77002 (hereinafter called the "Civic Association.") The Civic Association shall act according to the present provisions or future amendments of applicable laws, its articles of incorporation and its bylaws. The Board of Directors of the Civic Association may, however, designate one or more committees which may, to the extent lawfully authorized, exercise all or any part of the authority of the Civic Association and perform any function which the Board of Directors of the Civic Association may perform. The approval or disapproval of the Civic Association as required or provided herein shall be given in writing.

Architectural Control

No building or improvement shall be erected on, or moved onto, or any change made in the exterior design after being erected or moved onto any of said lots in the Subdivision until the construction plans, or other plans, specifications and a plot plan showing the location and size of such building or improvement have been submitted to the San Luis Pass Resort Community Civic Association, or its designated committee or its successors or assigns, and have been approved in writing by resolution of the Board of Directors of such Civic Association, its designated committee or its successors or assigns, as to the harmony of external design with the existing structures on said lots in the Subdivision and as to type of exterior materials and exterior paint colors and as to location of the building with respect to topography and finished ground elevations. After approval in writing has been given, the erecting, placing on, altering or moving of the buildings or improvements shall not be varied or changed from the approved plans, specifications and plot plans, unless such variations or changes are also approved in the same manner.

In the event the Civic Association, its designated committee, or its successors and assigns, fail to approve or disapprove plans, specifications, designs or locations within thirty (30) days after they have been submitted to the Civic Association or in the event the persons seeking approval cannot locate any members of the Board of Directors, or any officers or the registered agent of the Civic Association in either Houston, Harris County, Texas, or within Brazoria County, Texas,

or at the registered office of the Civic Association, after making a bona fide effort to do so, and shall file an affidavit reciting such facts with the County Clerk of Brazoria County, Texas, or in any event, if no suit to enjoin the erection of a building has been commenced prior to the completion thereof, such approval will not be required.

The Civic Association, in its sole discretion, is hereby permitted to approve deviations in building area, location, and setback in instances where, in its discretion, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and filed of record and when so given and filed, will become a part of these Restrictions.

Building and Construction Restrictions

- (1) Each lot shall be used only for single family residential purposes. The term "residential purposes" excludes, without limitation, hospitals, clinics, duplex houses, apartment houses, garage apartments, hotels and excludes commercial and professional uses whether from homes, residences or otherwise and all such uses of lots are hereby prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and its usual accessories.
- (2) No residence shall be constructed on any lot or building site which has a living area of less than 800 sq. ft., excluding porches, garages, patios and the like.
- (3) Only one single family dwelling shall be constructed on each lot and no such dwelling shall be erected or placed on any site consisting of less than an entire lot as platted. This shall not prohibit the construction of a single family dwelling on a portion of two or more adjoining lots, subject to the approval of the Civic Association.
- (4) No building shall be located on any lot nearer to the front line of the lot than 25 feet, or nearer

to either side line of the lot than 10 feet. The front side of the lot is that side which abuts a street. Lots which abut on two streets shall be deemed to front on the side abutting a street with the most frontage. The word "building", as used herein with reference to the building lines, shall exclude galleries, open porches, porticos, parapet walls, steps or the extension of the eaves of a roof.

- (5) Drainage structures where required 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 18-inch diameter pipe culvert.
- (6) No building material of any kind or character shall be placed or stored upon any lot until the owner is ready to commence construction of a building or improvements, and then such materials shall be placed within the property line of the lot or parcel of land on which the improvements are to be made, and shall not be placed in the street or between the pavement and the property line.
- (7) All such building 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.
- (8) No stumps, trees, underbrush or any refuse of any kind or scrap material from improvements being erected on any lot shall be placed on any adjoining lots, streets or easements.
- (9) The digging of dirt or the removal of dirt from any lot is expressly prohibited, unless prior written approval is obtained from the Civic Association.
- (10) No residential dwelling will be occupied unless the sewerage facilities are complete and the residence is connected to the central water system in the subdivision. Such sewerage 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 Brazoria County, Texas and by the San Luis Pass Resort Community Civic Association. No outdoor toilets will be permitted. The drainage of septic tanks into a road, street, canal, gulf, bay or any public ditch is prohibited. Drilling of any kind of water well on any lot or lots is prohibited. At such time as a central sanitary sewerage system is installed in Section 2-R, all houses that are built in Section 2-R after its completion must connect to and use the sanitary sewerage system.

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(12) The bulkheading on any canal cannot be breached by any lot owner for any purpose without first having obtained in writing the approval of the Civic Association, or if any entity or governmental agency maintains such bulkheading, written approval of such entity or agency shall be sufficient. No docks, piers, boathouses or any structure shall be constructed in any canal, channel, lake, or waterway without written approval of the Civic Association, or if any entity or governmental agency owns and maintains such canals, channels, lakes or waterways, approval of such entity or governmental agency shall be sufficient.

(13) The use of automotive tires or other unsightly material for holdoff fenders is hereby expressly prohibited.

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(14) No trailer, basement, tent, shack, garage, barn, out-building of any character, or any structure of a temporary character, shall be placed, erected or used on any lot at any time as a temporary or permanent residence. Temporary buildings may be used during actual construction of a dwelling on a lot, but after completion of construction may be removed immediately. No such temporary building shall, however, be used as a residence during construction.

General Restrictions

- (1) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (2) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.
- (3) On any lot there may be displayed to public view only one sign of not more than five square feet in surface area for advertising the property for sale or rent, provided that any signs may be used by builders to advertise the property during the period of construction and thereafter until completion of the sale of the property by such builders.

No other signs, billboards, posters or advertising devices of any character shall be erected on any lot without the written consent of the Civic Association and such consent shall be revocable at any time. The

right is reserved, however, to the Civic Association to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale or rental of property in the Sub-division.

- (4) No oil or gas drilling or development operations, oil or gas refining, or quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.
- (5) No vacant lot or part of the property shall be used or maintained as dumping grounds for rubbish. Trash, garbage or other waste materials shall be kept only 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.
- (6) The owners and purchasers of property shall keep grass, vegetation and 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.
- (7) No spirituous, venous or malt liquor or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on any lot nor shall any lot be used for illegal or immoral purposes.
- (8) No radio or television aerial wire shall be maintained on any lot forward of the front building line or encroaching upon another lot.
- (9) No permanent clothes line which may be viewed from the street shall ever be erected, installed or maintained on any lot.
- (10) No hunting will be allowed.
- (11) At no time shall any house trailer, or any truck, trailer or commercial vehicle having a rated load capacity in excess of one ton ever be parked longer than forty-eight (48) hours or stored on any lot nor

DEED:

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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 on a delivery or pickup of goods, wares, property or material to or from lands.

- (11) No boats, boat trailers or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the building setback lines, and the parking of automotive vehicles on road shoulders for a period of longer than twelve (12) hours is prohibited.
- (12) No boat which is used for commercial purposes will be allowed to operate or be anchored or docked in any manner in any canal without prior written approval of the Civic Association or from any governmental agency which maintains and operates such canals. Furthermore, all boats operated in the canals must be approved in writing as to appearance, size and loudness of motors by the Civic Association or by any governmental agency which maintains and operates such canals. No boat of any size or type which is unsightly, oversized or has an unusually loud motor will be operated or placed in the canal, and 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.
- (13) The Civic Association heretofore provided may make all necessary rules, deemed necessary from time to time regarding navigation of the canal, with special emphasis on speed limits, water skiing, etc.

Maintenance Charge

Each lot of SAN LUIS in TREASURE ISLAND, Section 2-R, after its completion (roads, utilities) as a saleable lot by SAN LUIS, its assigns or designees, is hereby subjected to an annual

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maintenance charge of Forty and No/100 Dollars (\$40.00) per year, payable annually in advance by the owner or purchaser of each lot on the first day of January of each year, beginning January 1, 1968, and each succeeding year thereafter until terminated as provided below, to the San Luis Pass Resort Community Civic Association, its successors and assigns, for the purpose of creating a fund described below, known as the "Maintenance Fund." The maintenance charge on lot purchases shall be prorated in the proportion that the remaining months of the calendar year bear to the whole year. Any transfer of a lot without payment of the maintenance charge then due shall be subject to a lien for such amount plus an additional delinquency charge of ten per cent (10%) per annum added to any charges that are more than ten (10) days delinquent.

Such maintenance charge shall be paid for each year from 1968 through 1991, and shall be extended automatically for periods of ten (10) years unless the owners of record of a majority of the said property on January 1, 1992, votes to discontinue such charge. Such action is to be evidenced by written instrument signed and acknowledged by the owners of the majority of the lots and recorded in the Deed Records of Brazoria County, Texas. By acceptance of his contract of sale, deed or other instrument of conveyance, each purchaser agrees and consents to pay such maintenance charge as provided herein.

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To secure the payment of the maintenance charge on each lot, a vendor's lien is hereby retained on each lot in favor of San Luis Pass Resort Community Civic Association and it shall be the same as if a vendor's lien was retained in favor of SAN LUIS and assigned to San Luis Pass Resort Community Civic Association without recourse in any manner on SAN LUIS for payment of such indebtedness, said lien to be enforceable through appropriate proceedings at law; provided, however, that each such lien shall be secondary, 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 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 United States Mail, to contain the statement of the delinquent maintenance charges upon which proposed action is based.

Payments of the said maintenance charge shall be used by the Civic Association (commingled together with payments of similar maintenance charges to the Civic Association from other subdivisions in the vicinity of the Subdivision designated as numbered sections of "TREASURE ISLAND" which have been heretofore or hereafter subdivided according to a map or plat filed in the Plat or Map Records of Brazoria County, Texas, and in which each lot is subject to similar annual maintenance charges

required to be paid to the Civic Association by applicable restrictions and reservations) to create a "Maintenance Fund." The Maintenance Fund shall be applied, so far as sufficient, toward the payment of maintenance expenses in the Subdivision, and in Treasure Island, Section 3, a Subdivision of San Luis Island, according to the map or plat thereof recorded in Volume 11, at pages 61 and 62 of the Plat Records of Brazoria County, Texas, and in any of such other subdivisions designated as numbered sections of TREASURE ISLAND which has been heretofore or hereafter platted, and from which similar maintenance charges are required to be paid to the Maintenance Fund. In addition, the Maintenance Fund may, in the discretion of the Civic Association, be applied toward the payment of maintenance expenses in Treasure Island, Section 1, a Subdivision of San Luis Island according to the map or plat thereof recorded in Volume 9, pages 73 and 74 of the Plat Records of Brazoria County, Texas.

"Maintenance expenses" shall include expenses incurred for any of the following purposes: lighting, constructing, improving and maintaining the rights of way, easements, streets, sidewalks, if any, paths, fences, canals, channels, lakes, waterways, bulkheads, public marinas, boat docking facilities, navigational facilities and aids, parks, parkways, esplanades, areas between curbs and sidewalks, recreational facilities, collecting and disposing of garbage, ashes, rubbish and the like in said areas (other than garbage, ashes, rubbish and the like from constructed residential dwellings), employing watchmen or any other action deemed desirable to protect persons and property, payment of legal and all other expenses in connection with the operation of the Civic Association, and the enforcement of all recorded charges,

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restrictions, covenants, agreements and conditions affecting property to which maintenance charges apply, payment of all expenses in connection with the collection and administration of the maintenance charges, and doing any other things necessary and desirable in the opinion of the Civic Association to keep property neat and in good order or which it considers of general benefit to the Subdivision or such other numbered sections of TREASURE ISLAND. The act of the Civic Association and its expenditure of said fund shall be final so long as it acts in good faith.

Miscellaneous Provisions

The foregoing Restrictions are adopted as part of and shall apply to each and every lot of SAN LUIS in TREASURE ISLAND, Section 2-R. Such Restrictions are equally for the benefit of SAN LUIS, its successors and assigns, and for the benefit of all subsequent owners of lots in TREASURE ISLAND, Section 2-R, and accordingly, shall be covenants running with the land. Any owner, purchaser, or lienholder of any of the property and the Civic Association shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of Restrictions and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorneys' fees; provided, however, that this clause shall not restrict any governmental body from acting to enforce any of the Restrictions.

The term of such Restrictions shall be for a period from the filing of this instrument for record in Brazoria

County, Texas, until the 1st day of January, A.D. 1992, after which date such Restrictions shall be automatically extended for successive periods of ten (10) years each, unless and until, by instruments executed by the then record owners of a majority of the lots in said TREASURE ISLAND, Section 2-R, and duly recorded in the Deed Records of Brazoria County, Texas, such Restrictions are altered, rescinded, modified or changed, in whole or in part.

Any violation of any of the Restrictions shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against the lot at the time of the violation.

Right of First Refusal

If, from time to time, a purchaser of a lot from SAN LUIS or any subsequent owner of a lot or parcel of land desires to sell the lot or any part thereof, the same shall first be offered to SAN LUIS, its successors, assigns, or designees, which shall have the right to purchase the same at the price offered to the owner of the lot for such lot or part thereof; and, if SAN LUIS, its successors, assigns or designees, fail or refuse to exercise said right to purchase within thirty (30) days thereafter, said right to purchase shall terminate as to such particular sale set forth in such offer, provided, however, it is understood and agreed that said thirty (30) day period shall extend from the date that SAN LUIS, its successors, assigns or designees are given notice by the purchaser of the price for which said property can be sold.

DEED

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The invalidity, violation, abandonment or waiver of any one or more of or any part of these Restrictions shall in no wise affect or impair the remaining Restrictions or parts thereof which shall remain in full force and effect.

EXECUTED as of this the 15 day of OCT.

1967.

SAN LUIS ISLAND CORPORATION

ATTEST
[Signature]
Secretary

By *[Signature]*
Jack E. Wilson,
President

FANNIN BANK

ATTEST
[Signature]
Assistant Cashier

By *[Signature]*
Vice - Pres.

BRAZOSPORT SAVINGS & LOAN ASSOCIATION

ATTEST
[Signature]
Aest. Secretary

By *[Signature]*
David F. Danheiss, President

HOUSTON BANK & TRUST COMPANY

ATTEST
[Signature]
Secretary
ASSISTANT CASHIER

By *[Signature]*
Vice President

DEED
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THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JACK E. WILSON, President of SAN LUIS ISLAND CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said SAN LUIS ISLAND CORPORATION, a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 11 day of October, 1967.



Lawrence Frie Snyder
NOTARY PUBLIC in and for
Harris County, T e x a s

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Chann Harris, Jr. Vice President of FANNIN BANK, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FANNIN BANK, a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 26th day of October, 1967.



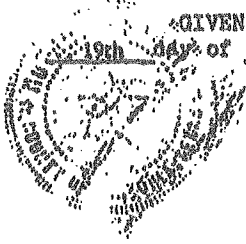
Fay M. Hooker
NOTARY PUBLIC in and for
Harris County, T e x a s

FAY M. HOOKER
Notary Public in and for Harris County, Texas

DEED
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THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §


BEFORE ME, the undersigned authority, on this day personally appeared David P. Danheim President of BRAZOSPORT SAVINGS & LOAN ASSOCIATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said BRAZOSPORT SAVINGS & LOAN ASSOCIATION, a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 19th day of October, 1967.

Yvonne S. Bean
NOTARY PUBLIC in and for
Brazoria County, Texas
YVONNE S. BEAN
NOTARY PUBLIC IN AND FOR
BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared W. W. Hall Vice President of HOUSTON BANK & TRUST COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said HOUSTON BANK & TRUST COMPANY, a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 20 day of October, 1967.


[Signature]
NOTARY PUBLIC in and for
Harris County, Texas

Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

FILED FOR RECORD
AT 2:20 O'CLOCK PM
OCT 24 1967
H. R. STEVENS, JR.
Clerk County Court, Brazoria County, Texas

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