

**DEED COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS
OF PENINSULA 19 SUBDIVISION**

STATE OF TEXAS

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§ KNOW ALL MEN BY THIS PRESENCE:

COUNTY OF GALVESTON

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WHEREAS certain covenants, conditions, reservations, and restrictions of Peninsula 19, a subdivision in Gilchrist, Galveston County, Texas, according to the Map thereof of record in Plat Record 2009, map 81 of the Map Records in the Office of the County Clerk of Galveston County, Texas, recorded as file instrument #2009054421 in the Deed of Trust Records in the Office of the County Clerk of Galveston County, Texas, on 16 September, 2009 heretoeafter collectively referred to as the "original restrictions", shall become void and amended by this revised and duly recorded instrument effective November 9th 2020 known hereafter as the "amended restrictions" and apply until the property owners by 100% consensus agree to modifications of these restrictions and, by a duly recorded instrument, agree to change the "amended restrictions", in whole or in part.

NOW, THEREFORE, We, the undersigned, constituting the developers and owners of Peninsula 19, specify the following covenants, conditions, reservations, and restrictions upon and against the Subdivision, with such modifications to become effective on November 9, 2020 and agree that all of the above-described property in the Subdivision shall be held, sold, and conveyed subject to the following easements, reservations, restrictions, covenants, conditions, and other provisions, which are for the purpose of protecting the property values and shall be binding upon all persons having any right, title or interest in the Subdivision or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Every contract, deed, or other instrument of conveyance which has been executed or may be hereafter executed with regard to the above-described property shall be conclusively deemed to have been executed, delivered, and accepted with the following reservations, easements, covenants, conditions, restrictions, and other provisions, regardless of whether or not said provisions are set out in full or incorporated therein.

ARTICLE 1.

Definitions

Section 1. "Association" shall mean and refer to the Peninsula 19 Property Owners, its successors and assigns.

Section 2. "Committee" shall mean and refer to the developers before all lots are sold.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Subdivision, including contract sellers, including those having such interest merely as security for the performance of an obligation.

Section 4. "Subdivision" shall mean and refer to that certain real property described above and known as Peninsula 19 Subdivision.

Section 5. "Lot" shall mean and refer to any plot of land shown on the recorded map of the Subdivision.

Section 6. "Developer" shall mean Michael G. Lucas.

ARTICLE II.
Reservations, Exceptions and Dedications

Section 1. Recorded map of the subdivision. The recorded map of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and such recorded map of the Subdivision further establishes certain other restrictions applicable to the Subdivision. All dedications, limitations, restrictions and reservations shown on the recorded map of the Subdivision are incorporated herein and made a part hereof for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or other instrument of conveyance which has been executed or may be hereafter executed with regard to the above-described property or any part thereof, whether specifically referred to therein or not.

Section 2. Utilities. The Association hereby expressly reserves a utility easement along, under, over, across and through the front 15 feet and back 10 feet of each lot in order to lay, construct, operate, maintain, inspect, reconstruct, change the size of and remove utility lines and facilities (including, but not limited to, water, sanitary sewer, storm sewer, drainage, and gas pipes, mains and conductors and all appurtenances thereto and electric distribution and communication lines, wires, conduits, poles, down guide wires, connections and all appurtenances thereto, telephone poles and lines and all appurtenances thereto, and any other utilities necessary to serve each of said lots), together with the right of ingress and egress thereto.

NOTE: Lots 12 & 13 have an additional 10 foot utility easement on the west side of lots.

Section 3. No other reservations. Other than those described in Sections 1, 2, of Article II above, there are no reservations, exceptions, and dedications.

Section 4. Required Utility Service Providers. Property owners are required to enter into contract with Undine Texas Environmental (UNDINE) for sewer service and Bolivar Special Utility District (BPSUD) for water service. Septic Systems are not allowed on the lots. The agreement with UNDINE will include a requirement for each lot owner to enter into contract with UNDINE for service including the purchase of a grinder pump upon construction. This initial tap fee and pump for this service is \$5000 and will be required as UNDINE designates. The monthly use fee will be defined in the contract between UNDINE and the lot owner, but will be based on the amount of water usage used through BPSUD. Additionally, the current system will include billing through the BPSUD for both water and sewer service. If wastewater, beyond ordinary domestic waste, is evidenced and a grease trap is required at specific residences, this expense will be accepted for payment by the owners of those specific residences. Any maintenance, warrantee, and concerns of the system must be dealt with through the respective

entities-UNDINE or BPSUD. All fees, prices, equipment and standards are regulated by the TCEQ.

TCEQ can be contacted at:
<http://www.tceq.state.tx.us/>
By phone: 512-239-1000
Mailing address:
TCEQ
P.O. Box 13087
Austin, TX 78711-3087

BPSUD can be contacted at:
www.BPSUD.com
By phone: 409-684-3515
Mailing address
BPSUD
1840 highway 87
Crystal Beach, TX 77650

UNDINE can be contacted at:
www.Bolivarsewer.com
By phone: 409-684-9941
Mailing address:
2950 Hwy 87
P.O. Box 1543
Crystal Beach, TX 77650

ARTICLE III Use Restrictions

Section 1. Lot maintenance. In no event shall the owner or occupant use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The owner or occupant of each lot shall not permit the accumulation of garbage, trash, rubbish, or other unsightly obstacles of any kind on any lot, easement, alley, or street abutting the lot.

Section 2. No vacant lot or part of the Subdivision shall be used or maintained as dumping grounds for rubbish, refuse, stumps, trees, underbrush, or scrap materials from construction. Trash, garbage or other materials shall be kept only in sanitary containers, and a individual contract must be entered into and maintained with a trash pick up company upon completion of home.

Section 3. Dirt and fill material. The digging or removal of dirt from any lot is expressly prohibited, except when necessary in conjunction with the landscaping of such lot or in conjunction with the construction of improvements on such lot. No fill material which will change the grade of a lot will be placed thereon without the written approval of the Committee and must provide drainage as defined in original plat and not adversely affect bordering property

Section 4. Authorized use. No lot of lots 1-10 shall be used except for residential purposes or certain commercial ventures such as vacation rental or bed and breakfast but which exclude hospitals, clinics, duplex houses, apartment houses, and hotels. Additional Use of any of specified lot for business, commercial, trade, or professional purposes is prohibited. Lots 12-17 are designated mixed use and can be used for commercial, residential, or mixed use purpose., but will meet the design parameters as required by any structure in the neighborhood. A residence may be constructed on a portion of two or more adjoining lots, subject to the approval of the Committee. The word "building" as used herein with reference to the building lines, shall include the following building elements: galleries; walkways; steps; decks; open porches; porticos; parapet walls; and the extension of the eaves of a roof.

Section 5. Foundations. The entire area under the house at ground level shall be concrete with side beams of MINIMUM 12"

Section 6. Building materials. No building material of any kind or character shall be placed or stored upon any lot until the owner or builder is ready to commence making improvements, after which time any building materials shall be placed or stored within the property lines of the lot or parcel of land upon which the improvements are to be made. At no time shall any building materials be placed in the street or between the pavement and the property line.

Section 7. Driveways and sidewalks shall be constructed of reinforced concrete, pavers, bricks, or proven product that will be comparable structurally and shall extend to the street. Drainage structures, when applicable, under driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water. Driveways must slope toward the road or defined drainage paths for drainage. TXDOT rules and permits will apply on lots fronting Hwy 87. No sidewalks are required on Lots 13 thru 17.

Section 8. Fences are required to be open style (i.e. with pickets) and no higher than 48 inches. No privacy fences are allowed. See fencing on Lot 7 as an example of required fencing.

Section 9. Developer approved signs only. Exceptions are temporary small signs. Temporary meaning less than 30 days, small means no larger than 4ftx8ft.

Section 10. If you plan on storing an RV, boat, golf car, side by side, or travel trailer on the site, it must be hidden from view. Exceptions for temporary (less than 30 days) storage.

Section 11. Construction subject to the approval of Developer. Construction or alteration of any structure on any lot governed by these restrictions is subject to the ordinances and building regulations, and the issuance of the required building permit by the County or TX GLO.

Section 12. No structure of any type shall be moved onto any residential lot in this Subdivision unless approved by the Developer.

Section 13. Use of temporary structures. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and not unsightly and must be removed within ten days of the final inspection by the appropriate entity.

Section 14. Repair. All buildings in the Subdivision must be kept in good condition and repair; they must be painted when necessary to preserve their integrity and attractiveness. All products used in construction or maintenance must have a proven coastal area track record of withstanding the local elements.

Section 15. Aerial extensions, Antennae and satellite dishes. No CB antennae, or other communications receivers, other than those used for receiving television signals, or communications transmitters shall be maintained on any portion of any lot or on the roof of any dwelling in the Subdivision. No satellite dish or radio or television aerial wire shall be maintained on any portion of any lot in front of any building or encroach upon another lot in the

Subdivision. Solar and Wind driven energy storage, retrieval, or harvest items are acceptable if not directly impacting the view of others.

Section 16. Occupancy. No residential dwelling will be occupied unless water, sewage, and permanent electrical facilities are complete. No septic tanks are to be utilized within this Subdivision.

Section 17. Prohibition of certain activities. No business or trade activity for profit or nonprofit shall be conducted on any residential lot which is not related to single family residential purposes, vacation rental, bed and breakfast, or deemed unacceptable by developer. No activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood of the Subdivision.

Section 18. Liquid petroleum products. The use of liquid petroleum products (propane, butane, etc.) is prohibited, except for those which (1) are not in a permanently-installed container, (2) are used outside the building for cooking, fogging, or similar uses and (3) are used inside the building to protect against freezing weather

Section 19. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that three or fewer dogs, cats or other household pets may be kept within the boundaries of the lot, provided they are not kept, bred or maintained for any commercial purpose. Composting and Recycling of biodegradable products is encouraged through personal compost areas on each lot.

Section 20. No lot shall be used for illegal or immoral purposes.

Section 21. No hunting will be allowed in the Subdivision.

Section 22. Except for temporary (less than 7 days) parking, no boat, boat trailer, boat rigging, travel trailer, camper, or inoperative automobile shall ever be parked on or near property or street. Except for temporary (less than 7 days) parking or for temporary storage, no house trailer, recreational vehicle, truck, trailer or commercial vehicle having a rated load capacity in excess of one ton shall ever be parked or stored on any lot in the Subdivision. Except for such times as may be reasonably required on a delivery or pickup of goods, wares, property or material. No automotive vehicle or recreational vehicle shall ever be parked on the shoulder of a road in the Subdivision for a period of longer than twelve (12) hours.

Section 23. All storage, sand shower, and other structures must conform to the Base Flood Elevation FEMA and County engineering requirements.

ARTICLE IV.
Architectural Control and Architectural Standards

Section 1. No building shall be erected, placed, or altered on any lot until construction plans and specifications have been approved by Developer.

Section 2. The neighborhood is striving for architectural theme of classic coastal village.

Section 3. Structures will be a minimum of 750 sq. ft.

Section 4. All BBQ pits, yard equipment, recreational equipment, tools and so forth must be kept out of sight when not in use.

Section 5. Siding/façade on the house can include the following: a painted fiber cement siding, brick or brick veneer, rock or visually convincing rock veneer, natural cedar, or stucco.

Section 6. Exterior classic coastal colors (New England or Caribbean) are encouraged.

Section 7. Outdoor burning in fire pits or fireplaces are allowed as dictated by Galveston County.

Section 8. The home is required to be built to the elevations, standards, and accepted codes that will fulfill the expectations of quality of construction and best rates for insurance (4 feet above flood elevation).

ARTICLE V.
General Provisions

Section 1. Enforcement. The Association, or the owner of any lot, shall have the right to enforce, by a proceeding at law or in equity all covenants, conditions, reservations, or restrictions, renewed and extended herein, now imposed, or hereafter imposed by the provisions of this instrument or any modification hereto. Failure by the Association or by any owner to enforce any covenant, condition, reservation, or restriction, herein shall in no event be deemed a waiver of the right to do so thereafter. This section shall not restrict any governmental agency or entity from acting to enforce any of the foregoing provisions.

Section 2. Severability. Invalidation of any one of these reservations, covenants, conditions, restrictions, or other provisions by judgment or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

Section 3. Relationship to original restrictions. Any and all of the original restrictions which are contained or referred to herein, in whole or in part, are deemed to be voided by this instrument despite any verbalized or other communicated expectation or designation.

Section 4. Modification of the above deed restrictions. The covenants, conditions, reservations, and restrictions herein shall become effective November 9, 2020 and bind the land comprising the property in the Subdivision until the covenants, conditions, reservations, and restrictions herein are modified by an instrument signed by a 100% of the property owners in this Subdivision, or upon designation and vote by lot owners after the last lot is sold by the developer. Any modification hereof must be duly recorded in the Office of the County Clerk of Galveston County, Texas.

Section 5. Relationship to Peninsula 19. In the event any ordinance, regulation, or charter provision of the Peninsula 19 Subdivision or of any governmental entity succeeding thereto shall conflict with any of the provisions contained herein, such ordinance, regulation, or charter provision shall take precedence and be controlling over the provisions contained herein.

Section 6. Number and gender. The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret the above restrictions in accordance with the intent of the majority of the property owners of the Subdivision. Likewise, if either the feminine or masculine gender should be one of or inclusive of the other gender, it shall be so treated.

Section 7. Multiple signature pages. The signatures of the owners modifying these covenants, conditions, reservations, and restrictions may be on multiple signature pages, shall be incorporated herein by reference for all purposes, and shall have the same effect as a signature on page 7 of this instrument, so long as each signature page is entitled "Covenants, Conditions, Reservations, and Restrictions of Peninsula 19 Subdivision" and is signed by one or more authorized property owners in the Subdivision.

EXECUTED effective on the 9th day of November 2020.

Michael G. Lucas: Michael G Lucas

THE STATE OF TEXAS	§
	§
COUNTY OF GALVESTON	§

This instrument was acknowledged before me on this 9th day of November, 2020.

Mitzi L. Duncan
Notary Public, State of Texas



FILED AND RECORDED

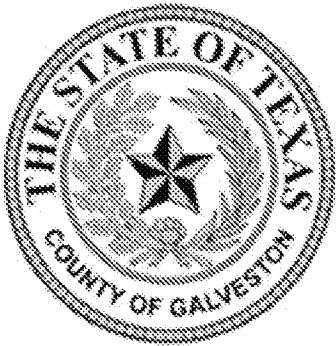
Instrument Number: 2020077921

Recording Fee: 50.00

Number Of Pages:8

Filing and Recording Date: 12/02/2020 2:46PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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