



**IMPERIAL GARDENS RESTRICTIVE  
COVENANT AGREEMENT**

**THE STATE OF TEXAS**

**COUNTY OF GALVESTON**

**WHEREAS, the property owners recorded in the Deed of Records of Galveston County are owners of a subdivision known as IMPERIAL GARDENS, situated in the Friendswood Subdivision of the J R Williams or Sarah McKissick track of land situated in Galveston County, Texas**

**ARTICLE I DESCRIPTION OF THE TRACTS OF LAND**

**ARTICLE II COVENANTS AND RESTRICTIONS**

## ARTICLE I

### DESCRIPTION OF THE TRACTS OF LAND

Imperial Gardens, situated in the Friendswood Subdivision of the J R Williams or Sarah McKissick tract of land situated in Galveston County, Texas, described as follows

Tract 1 Part of Lots 2, 3, 4, 5, 6, 7, 8, and 9, in Block 3 of Friendswood, out of the Sarah McKissick League, in Galveston County, Texas, more particularly described by metes and bounds as follows BEGINNING at a point in the centerline of Coward's Creek, which point is in the Southwest line of Lot 4, Block 3, Friendswood, Sarah McKissick League, Galveston County, Texas, said line being also the Southwest line Lot 4, Block 3, Friendswood, Sarah McKissick League, Galveston County, Texas, said line also the Southwest line of the subdivision known as "Friendswood" in said League in said county and said Southwest line of said Lot 4 being 660 feet from and parallel to the Northwest line of said Lot 4 THENCE from said beginning point, South 45° East, along the Southwest line of said Friendswood Subdivision and along the Southwest line of Lots 4, 5, 6, and 7 of Friendswood, a distance of 2156 4 feet to a point for corner at the intersection of said Southwest line with the Northwest line of a 40 foot road abutting said Lot 7 on the Southwest side thereof THENCE North 45° East, along the Northwest line of said 40 foot road abutting Lots 7, 8, and 9, said Block 3, a distance of approximately 1845 feet to the centerline of Coward's Creek, THENCE in a Northwesterly, THENCE Northeasterly direction, along and with the meanders of the centerline of Coward' Creek to the point of intersection of said Creek with the Northeast line of said Lot 9, said point of intersection being approximately 1270 feet South 45° East from the North corner of said Lot 9, THENCE North 45° West, along the Northeast line of said Lot 9, a distance of approximately 130 feet to again intersect the centerline of Coward's Creek, THENCE in a Southwesterly, THENCE Northwesterly direction, along and with the meanders of the centerline of Coward's Creek, a distance of approximately 240 feet to a point which is South 45° East 990 feet and South 45° West approximately 100 feet from the North corner of said Lot 9, THENCE North 45° East, parallel with and 990 feet perpendicularly distant Southeast from the Northwest line of said Lot 9, a distance of approximately 100 feet to a point for corner in the Northeast line of said Lot 9, THENCE North 45° West, along the Northeast line of said Lot 9, at approximately 255 feet, across Coward's Creek, in all a distance of approximately 857 feet to again intersect the centerline of Coward's Creek, to the place of beginning, excepting therefrom a 60 foot dedicated road which said road is recorded in Volume 1427, Page 126, in the Office of the County Clerk of Galveston County, Texas

LESS AND EXCEPT, however, all mineral and royalty reservation, and easements, shown of record

Tract 2 All that certain tract or parcel of land in the Sarah McKissick or J R Williams League in Galveston County, Texas, described by metes and bounds as follows Commencing at the South corner of Lot 9, Block 3, of Friendswood, in the Sarah McKissick or J R Williams League, Galveston County, Texas, which point is the intersection of the centerline of a 40 foot road between Lots 7, 8, 9, and 10 or said Block 3, Friendswood, on the one hand and the Harvey and Stout Subdivision of part of Block 5, Friendswood on the other hand, with the centerline of a 40 foot road lying between Lots 2 and 3 of said Harvey and Stout Subdivision, THENCE North 45° East along the centerline of the first mentioned 40 foot road, a distance of 41 82 feet to the beginning point of that portion of said road herein described, said part being on the Easterly line of a 60 foot County Road recently dedicated to the Public, THENCE from said beginning point North 20° 52' 50" West along the Easterly line of said 60 foot County Road, a distance of 21 92 feet to a point in the Northwest line of said first mentioned 40 foot road, THENCE North 45° East, along the Northwest side of said road, a distance approximately 472 feet to the centerline of Coward's Creek, THENCE in a Southwesterly direction, along the meanders of the centerline of Coward's Creek, a distance of approximately 22 feet to a point in the centerline of said 40 foot

road, THENCE South 45° West, along the centerline of said road, a distance of approximately 485 feet to the place of beginning

LESS AND EXCEPT, however, all mineral and royalty reservations, and easements, shown of record,

With the plat of said Subdivision having been filed for record in the office of the County Clerk of Galveston County, Texas, under Clerk's Book No 254-A, Page 88

## ARTICLE II

### COVENANTS AND RESTRICTIONS

WHEREAS, in order to fully protect the interest of current and future owners of lots in said subdivision, and in order to maintain said property as a highly restricted residential subdivision,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS That current owners of all lots in Imperial Gardens Subdivision do hereby adopt and agree upon the following covenants and restrictions which shall be taken and deemed as covenants to run with the land and they shall be binding upon all current and future parties and persons owning property in said Imperial Gardens Subdivision, to wit

- (1) All lots shall be used for residential purposes only The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, hotels, and to exclude all commercial and professional uses whether from houses, residencies, or otherwise, and all such uses of said property are hereby expressly prohibited
- (2) No structure shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage either attached or separate from the residence and bona fide quarters over the garage
- (3) The ground area of any residence exclusive of porches, breezeways, patios, and garages shall occupy an area of not less than 1500 square feet on lots containing one-half acre or less, nor less than 1800 square feet on lots containing more than one-half acre
- (4) The exterior walls of all residences shall be at least seventy-five percent brick, brick veneer, stone, stone veneer, concrete, or other type masonry construction Detached garages may be constructed of wood or masonry
- (5) No building shall be located nearer to the front lot line or nearer to the side street than the building setback lines shown on the recorded plat No residence shall be located on any residential building plot nearer than 35 feet to the front line, nor nearer than 12 feet to any side line, nor nearer than 10 feet to the rear lot line nor nearer than 15 feet to any side street line, provided, however, lots having creek frontage shall have a 25 foot setback from the front line and must not be closer to the creek than the drainage and/or navigation easement line Detached garages shall not be nearer than 10 feet to the rear lot line and not nearer than 12 feet to side lot line All improvements shall be constructed on the site to front on the street upon which the site faces, and each corner site shall face on the street on which is has the smallest frontage
- (6) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat
- (7) Bridges constructed over property line ditches shall be concrete pipe and of a size of not less than 18 inches, or of a greater size should ditches be of a depth to require same, in order that drainage will not be retarded
- (8) No water well, septic system, or cesspool shall be permitted
- (9) No fence, wall, hedge, nor any pergola or other detached structure shall be erected, grown, or maintained on any part of any lot forward of the front of the building line of said lot
- (10) All private driveways must be constructed of concrete, this is meant to include all driving or parking areas connecting garage or parking facilities with the main streets Driveways attached to easements along Sunset Drive are exempt
- (11) No trailer, camper, motor home, basement, tents, garage, or other temporary outbuilding erected on the lot shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence

- (12) No signs of any kind shall be displayed for more than two weeks to the public view except one sign of not more than five square feet, advertising the property for sale. Political signs and signs announcing garage sales are permitted if displayed for less than two weeks.
- (13) All lots, including utility easements, must be kept clean of rubbish, fallen limbs, or trash of all kinds and clear of underbrush and unsightly weeds so as not to distract from developed lots and lawns and to present a pleasant view to both neighbors and guests. Compost piles maintained in appropriate and presentable containers are permitted behind the house lines.
- (14) No lot, nor any part of a lot or easement, including ditches, creek banks, etc., shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes.
- (15) No boats, trailers, motor homes, campers, or other vehicles may be parked continuously in front of the front building line of any lot. No vehicle may be parked on the street in front of said property for longer than twenty-four (24) consecutive hours. Boats, trailers, motor homes, campers, or other vehicles are prohibited from parking on unpaved areas of the lot.
- (16) No alcoholic beverages or controlled substances as defined by Texas Penal Code shall be sold or offered for sale on any site in this subdivision, nor shall said premises or any part thereof be used for any purposes in any violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code, regulation, or instruction relating to or affecting the use of, occupancy, or possession of any of said site.
- (17) No oil drilling, oil development operations, oil refining, 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 on any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
- (18) The raising or keeping of hogs, poultry, fowl, horses, or of other livestock on any part of the subdivision is strictly prohibited.
- (19) A utility guy line easement is hereby retained on all lots where one may be necessary, with said easement to extend from the corner of said lot along the side lot line a distance of 35 feet and shall be 1-1/2 feet in width.
- (20) These covenants, restrictions, and conditions shall extend to and be binding upon all purchasers on lots in said Imperial Gardens Subdivision until April 1, 2021, provided that same may be altered, amended, and changed at any time by a written instrument duly executed and acknowledged by vote of a majority of the record lot owners in this subdivision (provided, however, each lot shall only have one (1) vote regardless of the number of record owners) and recorded in the Deed Records of Galveston County, Texas. This vote shall be by signed ballot and ballots shall be maintained for a period of not less than five (5) years from date of vote. The said covenants, restrictions, and conditions shall continue in full force and effect, subject to the aforesaid right of amendment, alteration of change, for successive ten (10) year periods unless the majority of the record lot owners in said entire Imperial Gardens Subdivision shall, by the procedure outlined above, elect to terminate the same.
- (21) Invalidation of any of these covenants by judgment or court order shall be in no wise effect any of the other provisions, which shall remain in full force and effect. Failure to take action or to enforce any of these restrictions shall not be a waiver of the right to take action against other violations.
- (22) Any violation of the covenants, agreements, reservations, easements, and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee, or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgages, trustee, or grantor, under any such mortgage or deed of trust, outstanding against said property at the time that the easements, agreements, restrictions, or covenants may be violated.
- (23) (a) Date of Commencement and Rate of Annual Assessment Due Dates  
The annual assessments provided for herein shall commence as to all lots in Imperial Gardens on the first day of April each year. The annual maintenance charge shall not exceed \$300.00 (THREE HUNDRED AND NO/100 DOLLARS) per lot, for the purpose of creating a fund known as the Imperial Gardens Maintenance Fund, to be paid by the then owners of each lot in conjunction with

the like charges to be paid by the owners of the other lots in Imperial Gardens. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U S first class mail) to every Owner subject thereto. The payment dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified lot has been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same. An annual balance sheet of this fund will be made available upon request to each owner of property in Imperial Gardens Subdivision by the Board of Directors of the Association.

(b) Effect of Nonpayment of Assessments Remedies of the Association

Any assessment not paid within thirty (30) days after the due date (April 1<sup>st</sup>) shall bear a fee of \$5 00 (FIVE AND NO/100 DOLLARS) per month until the assessment is paid. The Association may bring action at law against the owner obligated to pay the assessment, or foreclose the lien against the lot involved. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the pool and park or abandonment of his lot.

(c) Twenty-five percent (25%) of the lot owners, through a signed petition, may cause the Board to call a special election to approve or disapprove the petition. Approval by a majority fifty-one percent (51%) of the lot owners makes it binding on the Board except for the dedication or transfer of the Park/Pool Area.

(d) Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular lot involved. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each lot.

(e) Annual Audit

All records shall be audited annually.

(24) Owner's Easement of Enjoyment

Every owner shall have a right and easement of enjoyment in and to the Park and Pool Area, if any, which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use of the recreational facility by any owner for any period during which any assessment against his lot remains unpaid, and for a period not to exceed sixty (60) days for each infraction of the Association's published rules and regulations.

(b) The right of the Association to dedicate or transfer all or any part of the Park/Pool Area, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall become effective unless an instrument signed by two-thirds (2/3) of all owners agreeing to such dedication or transfer has been recorded in the Public Records of Real Property of Galveston County, Texas.

(c) The right of the Association to collect and disburse those funds as set forth previously.

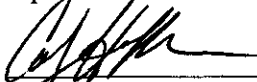
(25) Imperial Gardens' Board of Directors Membership and Responsibilities

(a) The Board of Directors of the Association (hereafter referred to as the Board) shall consist of seven (7) elected residents of Imperial Gardens Subdivision. Board members shall serve for rotating periods of two (2) years, provided that no elected Board member may serve more than

one (1) term without break in service Appointed members may not run for election at the end of that term Some members shall be replaced by a simple majority of all owners who vote at a general meeting of property owners in Imperial Gardens Subdivision (provided, however, each lot shall have only one (1) vote regardless of the number of record owners) Such election shall be conducted by said Board Vacancies will be filled by appointment of said Board for an unexpired term

- (b) The funds so collected through said annual maintenance charge shall be administered by said above mentioned Imperial Gardens Board of Directors and the decision of said Board shall be final so long as same are made in good faith So far as they may be sufficient, said funds shall be applied toward the payment of the maintenance of park, pool, and entrances to subdivision The annual maintenance charge entitles all homeowners/residents with no delinquent fees, use of the pool facilities subject to the pool rules and regulations The Board shall have jurisdiction over the operation of the pool The decision of said Board of Directors shall be final as to what services may be rendered, with the Board in turn to be governed by the availability of funds and by their own decisions as to what is most necessary or desirable to be of the greatest general benefit to the owners or occupants of Imperial Gardens Subdivision In the event of a stalemate on the Board, matters will be presented to all the owners for a vote and a decision will be made by a simple majority of all owners who vote
- (c) These annual maintenance charges shall continue for a period of ten (10) years from date of filing restrictions, and then shall continue for successive five (5) year periods, until a majority of the record owners shall file an instrument with the County Clerk of Galveston County, Texas, agreeing to the abandonment of such charges (provided, however, each lot shall only have one (1) vote regardless of the number of record owners)
- (d) If current or future owners of property in Imperial Gardens Subdivision shall violate or attempt to violate any of the covenants herein, then any owner of property in Imperial Gardens Subdivision may request the Board of Directors to initiate any proceedings at law or in equity against said person or persons violating or attempting to violate any covenants, either to restrain or enjoin, such violation(s), or to seek damages for such violation(s) The Board is empowered to act on behalf of any owner or occupant, or any group of owners or occupants, to enforce the preceding deed restrictions If a violation becomes known by the Board, the Board will engage in the following steps in order to redress the violation (1) the violator will be notified by mail of the violation, and requested to correct the violation within two (2) weeks, (2) if corrective action is not taken within two (2) weeks, the violator will be notified by certified mail of the violation and again requested to take corrective action within two (2) weeks, (3) if these measures do not result in correction of the violation, the Board is charged with initiating action, legal or otherwise, with costs to be referred to the owner for payment

April 2011



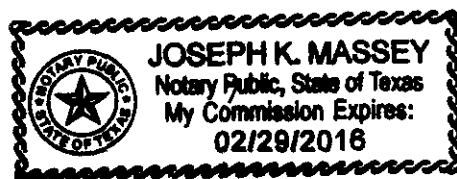
Kay Hoffman IGHOA Board Member April 2011

STATE OF TEXAS

COUNTY OF Galveston

Before me, on this day personally appeared KAY HOFFMAN, known to me (or proved to me through [description of ID]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed

Given under my hand and seal of office this 21 day of August, 2012



**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Dwight D. Sullivan* 2012045497

August 22, 2012 02 58 04 PM

FEE \$40 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS