

31711

NAMES OF PARTIES TO INSTRUMENT

Resort Development Corporation.,  
Acapulco Village.

CHARACTER OF INSTRUMENT

Restrictions,  
DATED March 28 1967  
FILED March 31 1967  
RECORDED BOOK 854 PAGES  
Office County Clerk, Galveston  
County, Texas

GI-70-B

169-78

31711

THE STATE OF TEXAS I  
COUNTY OF GALVESTON I

KNOW ALL MEN BY THESE PRESENTS:

That RESORT DEVELOPMENT CORPORATION, a Texas corporation, owner of that certain property conveyed by Deed from H. Marilyn Christi, Johnny Mitchell and Conjee P. Mitchell, dated December 15, 1966, and recorded in Book 1829, Pages 807 through 816, of the Deed Records of Galveston County, Texas, part of which property has been subdivided under the name of Section 1, Acapulco Village in accordance with the lines, lots, building lines, streets, and easements shown on the recorded plat of said Section 1, Acapulco Village, recorded in Book 1610, Page 110 of the Map Records of Galveston County, Texas, do hereby dedicate, subject to the reservations contained herein, to the purchasers of lots in said Section 1, of Acapulco Village, and the purchasers of lots in adjoining property which may be developed and sold by Resort Development Corporation, all of the streets shown thereon forever. Said streets are dedicated as such for the exclusive use and benefit of the purchasers of lots in said Section 1 of Acapulco Village, and the purchasers of lots in adjoining property which has been or may be developed by Resort Development Corporation, but said streets are not hereby dedicated to public use.

The easements for utilities as shown on the Recorded Plat of Section 1 of Acapulco Village are reserved to the Resort Development Corporation, its successors and assigns, and are not dedicated to public use.

Resort Development Corporation, for itself and its successors and assigns, hereby expressly reserves the exclusive right and easement in the streets and in the utility easements shown on the recorded Plat of said Section 1 of Acapulco Village to lay, construct, maintain, and remove utility lines and facilities (including, but without limitation, water lines, sewer lines, gas lines, electric lines and telephone lines), and further reserves the exclusive right and easement to grant franchises and easements to utility owners to lay, construct, maintain, and remove utility lines in said streets and utility easements. In addition to the foregoing, utility easements granted, a further utility easement is hereby reserved, if and when Resort Development Corporation

shall provide underground utilities of any nature to this Section 1, a two (2) foot wide easement centered along and beside the underground utility service line installed from the aforementioned easement adjacent to each lot to the point of service on the residential structure.

There is also dedicated for utilities an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to all easements reserved herein.

Further, for the purpose of carrying out a uniform plan for the improvement and sale of property in said Section 1 of Acapulco Village as a restricted subdivision, the following restrictions are hereby established and adopted subject to the provisions hereof, and shall be considered a part of each and every contract and Deed affecting all or any portion of said Section 1 of Acapulco Village, whether or not such Deed or contract contains a reference to these restrictions; and these restrictions, covenants and conditions shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of the said Resort Development Corporation, and all subsequent purchasers of any lot or lots in said Section 1 of Acapulco Village, and each such purchaser shall be subject to and bound by these restrictions, covenants and conditions as follows:

1. All lots except Lot 26 shall be used for single family residence purposes only, and only one residence on each lot. No lot may be resubdivided.

2. No structure of any type shall be constructed, placed or altered on any lot until plans, specifications and location of the structure have been approved by the Acapulco Village Planning Committee as herein defined. Under no condition are there to be erected on any lots any tents, trailer houses or other type of temporary buildings. The standards for approval for such structures and the location on the lot thereof will be in compliance with these restrictions, quality of materials and workmanship, the harmony of external design in relation to existing structures and the location with respect to topography and finish grade elevation. Structure as used herein shall be held to include buildings, fences, house trailers, walls, swimming pools, playground

equipment and outdoor cooking or eating facilities of a permanent nature. Approval shall be as hereinafter provided.

The Planning Committee shall give or withhold approval (as in the judgment of the Committee is proper) of all matters set out in the preceding paragraph and of other matters herein specified. Said Committee shall be composed of Walter Hecht, M. Robert Hecht and Barry Bittelstein.

The approval or disapproval of the Committee, as required in these covenants, shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after a period of ten (10) years from the date of this instrument, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. Each owner shall be entitled to one vote for each lot to which he then holds record title.

Written notice of such election, given by actual notice or by addressing such notice by mail to the last known address of each addressee at least two weeks prior to such election, shall be given to each of the then lot owners in Acapulco Village. Certification as to the mailing of such notices shall be deemed to be sufficient under these rules. Votes shall be evidenced by written ballot and the ballot shall be retained for at least one year after such election. Vacancies occurring between elections may be filled by the remaining member or members of the Committee.

3. The floor area of all residences, exclusive of open porches and garages, shall not be less than 750 square feet.

4. All elevated structures built on pilings or other types of elevated foundations shall be designed so that the foundation will be beautiful in a manner to maintain standards set by the Acapulco Village Planning Committee. Above ground butane tanks must be screened from public view by planting or decorative fence or screen in a manner approved by the Acapulco Village Planning Committee.

5. All storm blinds must be painted to match the house color or unpainted in the case of an unpainted house.

6. All buildings will be located on lots in accordance with a master plan prepared by the Acapulco Village Planning Committee.

7. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood, which includes, but not limited to, loud noise, use of any type of firearms, including air-guns of any nature, within the subdivision, or use of any electrical devices which may interfere with radio or television reception in the subdivision.

8. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats (not to exceed 170 of each category) may be kept, provided they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lots.

9. Toilet facilities of all residences shall be installed inside the residence and shall be connected, before use, with a septic tank, provided by the owners of said lot. Such sewage disposal system shall be subject to the inspection and approval of the Health Officer of Galveston County, Texas, and by the Acapulco Village Planning Committee. The drainage of septic tanks into a road, street, canal, Gulf, Bay, or any public ditch is prohibited. The over-night occupancy of houses will not be permitted until toilet facilities have been completed and the residence is connected to the central water system of the subdivision. Drilling of any kind of water well on any lot or lots is prohibited.

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

11. No sign, advertisement, billboard, posters or advertising structure or devices of any kind may be erected or maintained on any residential lot without the consent in writing of Acapulco Village Planning Committee, with the exception of a For Sale sign, which sign may be no larger than two and one-half (2 1/2) square feet. Resort Development Corporation or members of the Committee shall have the right to remove any such sign, advertisement, poster or billboard or structure or device which is placed on any residential lot without such consent, and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal; provided however, Resort Development Corporation may construct and maintain such signs or advertising structures or devices as is customary in connection with the general sale of property in the subdivision.

12. No boats, boat trailers or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the building set-back lines. The parking of automotive vehicles on road shoulders for a period longer than twelve (12) hours is prohibited.

13. The digging of dirt or the removal of any dirt from any lot is expressly prohibited, except when necessary in conjunction with landscaping of such lot, or in

conjunction with construction being done on such lot, but no fill material which will change the grade of a lot shall be placed thereon without the approval in writing of the Acapulco Village Planning Committee.

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

15. If at any time a purchaser of a lot, his heirs (successors) or assigns, should desire to sell the property purchased, or any part thereof, the same shall first be offered to Resort Development Corporation, its successors or assigns, which shall have the right to purchase the same at the price the purchaser, his heirs (successors) or assigns can sell such property for; and if Resort Development Corporation, its successors or assigns, fail or refuse to exercise said option within ninety (90) days thereafter, said option shall become null and void as to such particular sale set forth in such notice; provided, however, that it is understood and agreed that said ninety (90) days' option shall extend from and after the date Resort Development Corporation, its successors or assigns, are notified by the purchaser, his heirs (successors) or assigns, of the price for which said property can be sold.

16. All of the restrictions and covenants herein set forth shall continue and be binding upon the parties hereto, and upon their successors and assigns, for a period of twenty-five (25) years from the date this instrument is filed for record in the Office of the County Clerk of Galveston County, Texas, and shall automatically be extended thereafter for successive periods of fifteen (15) years; provided however, that the owners of the legal title to the lots as shown by the records of Galveston County having more than fifty percent (50%) of the lots shown on plat of record may release all of the lots hereby restricted from any one or more of said restrictions and covenants, and may release any lot or building site shown on said plat from any restrictions or covenants created by Deed or by this instrument at the end of the first twenty-five (25) year period or at the end of any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement in writing for such purpose, and filing the same for record in the manner then required for the recording of land instruments, at least

... (4) years prior to the expiration of the first twenty-five (25) year period, or at least two (2) years before the expiration of any fifteen (15) year period thereafter.

17. The restrictions herein set forth shall be binding upon the parties hereto, its successors and assigns, and all parties claiming by, through or under it, and all subsequent owners of property in said Section 1 of Acapulco Village, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions; PROVIDED, however, no such person or corporation shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any such restrictions, covenant or condition shall not operate to invalidate any mortgage, Deed of Trust or lien acquired and filed in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject, nevertheless, to the restrictions, covenants and conditions herein mentioned. The said Resort Development Corporation shall have the right to enforce observance and performance of such restrictions, covenants and conditions, and in order to prevent a breach, or to enforce the observance or performance of same, shall have the right, in addition to all other legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any such restrictions, covenant or condition, or to enforce performance of same.

56 18. Each numbered lot in said Section 1 of Acapulco Village shall, when sold by Resort Development Corporation, or its successor, be made subject by proper covenant to an annual maintenance charge at the rate of \$50.00 per year per lot for the purpose of creating a fund to be known as the Maintenance Fund, and each contract of sale and each Deed executed in connection with the sale of each of said lots shall contain appropriate provisions adopting and incorporating therein the terms and provisions of this instrument with respect to said Maintenance Fund. Such charge shall be payable annually on the first day of January of each year in advance, beginning January 1, 1968, to a civic organization to be organized and incorporated under the laws of the State of Texas, and to be composed of all of the lot owners in the subdivision. Such annual maintenance charge to be paid at a place to be designated by said

civic organization; a similar charge being payable on a prorata basis for that portion of any calendar year remaining after the date of execution of any contract of purchase.

The total fund arising from such payments shall be deposited in a special account in a bank or banks in the City of Houston, Texas, and shall be applied by the civic organization, their successors, assigns or nominees, so far as it may be sufficient, toward the payment of maintenance expenses incurred for any or all of the following purposes: Lighting, improving and maintaining the streets, paths, beach area, sidewalks, parks, parkways, esplanades, area between curb and sidewalk and easements or rights-of-way acquired by purchasers of the lots in said subdivision; collecting and disposing of garbage, ashes, rubbish and the like, employing peace officers and watchmen, providing fire protection, caring for vacant lots and doing any other thing necessary or desirable in the opinion of said civic organization, their successors, assigns or nominees to keep the property neat and in good order, or which they consider of general benefit to the owners or occupants of said subdivision, it being understood that the judgment of the civic organization, their successors, assigns and nominees in the expenditure of said fund shall be final so long as such judgment is exercised in good faith.

The obligation to pay such maintenance charge shall, in any event, extend for a period of ten (10) years, commencing January 1, 1968, and remaining effective until December 31, 1977, and shall be extended automatically for successive periods of ten (10) years unless the then owners of a majority of the lots in the entire addition of Acapulco Village vote to discontinue such charge, such action to be evidenced by written instrument, signed and acknowledged by the owners of a majority of the lots and recorded in the Deed Records of Galveston County, Texas. Such annual maintenance charge may be adjusted from year to year, as the needs of the property may in their judgment require, such adjustment however, to be with the consent of a majority of the owners of the lots in the subdivision, the owner to be entitled to one vote for each lot owned by him.

19. Invalidation of any one of the covenants or restrictions by judgment of any Court shall in no way affect any of the other provisions which shall remain in full force and effect.



It is further stipulated and agreed by any person or their successor or assigns purchasing any of the property that any legal owner or lien holder of any of the subject property shall have the power to prosecute in the appropriate Court a suit in law or equity to prevent any violation or attempted violation of these restrictions and to recover damages for any violation or attempted violation including but not limited to reasonable attorney's fees; provided however, that this clause shall in no way limit or restrict any governmental body from acting to enforce any of the aforementioned restrictions.

21. In the event a sanitary sewer system is installed in Section 1 of Acapulco Village, all houses that are built in Section 1 prior to or after its completion must connect to and use the sanitary sewer system.

22. No driveway or other entrance or drive for motor vehicles entering lots abutting on San Luis Pass Road shall be constructed or maintained and no motor vehicle shall be driven on to said lots from San Luis Pass Road.

EXECUTED this the 28<sup>th</sup> day of March, A. D. 1967.

RESORT DEVELOPMENT CORPORATION

BY [Signature]  
M. Robert Hecht, President

ATTEST:

[Signature]  
Secretary

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared M. ROBERT HECHT, President of RESORT DEVELOPMENT CORPORATION, a Texas Corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29<sup>th</sup> day of

March, A. D. 1967.

[Signature]  
Notary Public in and for Harris County, Texas.

31711

FILED FOR RECORD  
 3/16  
 MAR 31 1987  
 OFFICE OF THE ATTORNEY GENERAL  
 STATE OF TEXAS  
 JOHN E. BLANKENHORN, COUNTY CLERK

PAID

ALL INFORMATION CONTAINED  
 HEREIN IS UNCLASSIFIED  
 DATE 10/20/01 BY SP-6  
 JAC/STW/STW

59

101029

WAIVER OF  
FIRST RIGHT TO PURCHASE

DEED OF TRUST

BOOK 2784 PAGE 529

THE STATE OF TEXAS §  
§  
COUNTY OF GALVESTON §

WHEREAS, heretofore, by instrument recorded in Volume 1854 at page 69 of the Deed of Trust Records of Galveston County, Texas, Resort Development Corporation did adopt, establish and impose certain restrictions and covenants pertaining to all lots situated in Acapulco Village, Section One, an addition in Galveston County, Texas, according to the map or plat thereof recorded in Volume 1616 at page 110 in the Office of the County Clerk of Galveston County, Texas, reference to said instrument (hereinafter called the "Subject Restrictions") and to the record thereof being here made for all pertinent purposes; and

WHEREAS, Paragraph 15 of the Subject Restrictions provides as follows:

"15. If at any time a purchaser of a lot, his heirs (successors) or assigns, should desire to sell the property purchased, or any part thereof, the same shall first be offered to Resort Development Corporation, its successors or assigns, which shall have the right to purchase the same at the price the purchaser, his heirs (successors) or assigns can sell such property for; and if Resort Development Corporation, its successors or assigns, fail or refuse to exercise said option within ninety (90) days thereafter, said option shall become null and void as to such particular sale set forth in such notice; provided, however, that it is understood and agreed that said ninety (90) days' option shall extend from and after the date Resort Development Corporation, its successors or assigns, are notified by the purchaser, his heirs (successors) or assigns, of the price for which said property can be sold." ; and

WHEREAS, it is the desire of the said Resort Development Corporation to permanently waive the said first right to

DEED OF TRUST  
BOOK 2784 PAGE 530

purchase set forth in Paragraph 15 of the Subject Restrictions so that all lots in the said Acapulco Village, Section One, may hereafter be sold free and clear of such first right to purchase;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, RESORT DEVELOPMENT CORPORATION does hereby TERMINATE, SURRENDER, CANCEL, WAIVE, ABOLISH and RELINQUISH all of its rights under Paragraph 15 of the Subject Restrictions as set forth above and does hereby agree for itself, its successors and assigns, that all present and future owners of lots in the said Acapulco Village, Section One, may sell such lots free and clear of any right or option on the part of Resort Development Corporation to first purchase such lots as aforesaid.

Nothing herein contained shall affect or be construed as affecting any of the other restrictions and covenants set forth in the Subject Restrictions.

This instrument shall be binding upon the said Resort Development Corporation, its successors and assigns, and shall inure to the benefit of all present and future owners of lots in the said Acapulco Village, Section One.

WITNESS the execution hereof this the 17<sup>th</sup> day of

January, 1978.

RESORT DEVELOPMENT CORPORATION

By *Ray J. [Signature]*  
President

ATTEST:

*J. [Signature]*  
Secretary

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

DEED OF TRUST  
BOOK 2784 PAGE 531

BEFORE ME, the undersigned authority, on this day personally appeared James R. [Signature], known to me to be the person whose name is subscribed to the foregoing instrument, as President of RESORT DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 17 day of December, 1976.

[Signature]  
Notary Public in and for  
Harris County, Texas



DEED OF TRUST

BOOK 2784 PAGE 532

<p style="text-align: center;">101029</p> <p style="text-align: center;">RESORT DEVELOPMENT CORPORATION</p> <p style="text-align: center;">TO</p> <p style="text-align: center;">THE PUBLIC</p>	<p style="text-align: center;">WAIVER OF FIRST RIGHT TO PURCHASE</p>	<p>RETURN TO: VINSON, ELMINS, SEARIS, COOK &amp; SMITH FIRST CITY NATIONAL BANK BUILDING HOUSTON, TEXAS 77002</p> <p>Attn: Thomas McManhan</p> <p>VINSON, ELMINS, SEARIS, COOK &amp; SMITH ATTORNEYS AT LAW P.O. BOX 5400 HOUSTON, TEXAS 77002</p> <p style="text-align: right;">TVMCM</p>
---	--	--

STATE OF TEXAS COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the named records of Galveston County, Texas as stated herein.

JAN 21 1977



*John Humphrey Jr.*  
COUNTY CLERK, Galveston County, Texas

FILED FOR RECORD  
JAN 21 2 05 PM 1977  
*J. S. Hedges*  
COUNTY CLERK, GALVESTON COUNTY, TEXAS