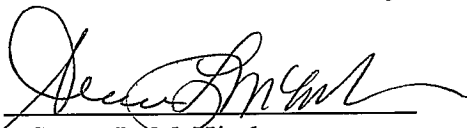


**AFFIDAVIT FOR THE FILING OF DEDICATORY INSTRUMENTS**

THE STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON       §

KNOW ALL MEN  
BY THESE PRESENTS:

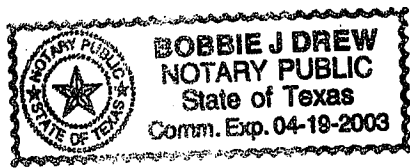
WHEREAS, the attached documents are true and correct copies of the dedicatory instruments for LAFFITES COVE PROPERTY OWNERS' ASSOCIATION, INC. and are being filed in the Real Property Records of GALVESTON COUNTY pursuant to Section 202.006 of the Texas Property Code, hereto attached as exhibit "A". That the property affected by these documents is set out in the plat recorded for all lots and reserve lots in the plat being recorded in the County Clerks Office in GALVESTON County; for Laffite's Cove at Pirates Beach Section 6 recorded in Book 18, Pages 326-333 and Book 18, Pages 366-367 of the Map or Plat records the Office of the County Clerk of Galveston County.

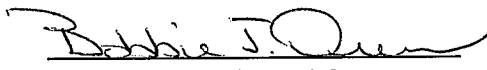
By:   
Printed Name: Susan L. McKirahan  
Title: Secretary & Managing Agent

THE STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON       §

BEFORE ME, the undersigned authority, on this day personally appeared Susan L. McKirahan, whose position is the Managing Agent of Laffites' Cove Property Owners' Association, Inc. known to me to be the person and position whose name is subscribed to the foregoing instrument, and acknowledged to me that Susan L. McKirahan executed the same for the purposes and consideration and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28<sup>th</sup> day of December, 1999.

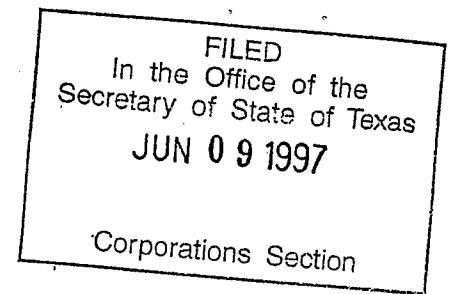


  
Notary Public in and for  
The State of Texas

After recording return to:  
Laffites Cove P. O. A.  
c/o: CKM Property Management, Inc.  
P. O. Box 690845  
Houston, Texas 77269-0845

**RECORDER'S MEMORANDUM**  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

**ARTICLES OF INCORPORATION**  
**OF**  
**LAFFITE'S COVE**



**PROPERTY OWNERS' ASSOCIATION**

We, the undersigned natural persons of the age of eighteen years or more, at least two (2) of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, Tex.Civ.Stat. Ann. art. 1396-1.01 et seq., as it may be amended, do hereby adopt the following Articles of Incorporation for such corporation:

**ARTICLE I**

**Name**

The name of the corporation is Laffite's Cove Property Owners' Association ("Association").

**ARTICLE II**

**Non-Profit Corporation**

The Association is formed as a non-stock, non-profit corporation under the provisions of the Texas Non-Profit Corporation Act, Article 1396-1.01, et seq. The Association does not contemplate pecuniary gain or profit to its Members (as defined in Article VIII hereinbelow) and is organized for non-profit purposes.

**ARTICLE III**

**Principal Business Address**

The mailing address of the principal business address of the Association is 2201 Timberloch Place, The Woodlands Texas 77380.

**Exhibit A**

**ARTICLE IV**

**Duration**

The period of duration of the Association shall be perpetual.

**ARTICLE V**

**Purposes**

The purposes for which the Association is organized are:

- (a) to be and constitute one of the property owners' association to which reference is made in those certain Correction Restrictions, Covenants and Conditions for Laffite's Cove at Pirates Beach, recorded under County Clerk's File No. 9230659 of the Real Property Records of Galveston County, Texas, as amended from time to time ("Restrictions");
- (b) to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the Restrictions and the Bylaws (as defined in Article VI hereinbelow), and as provided by law; and
- (c) to further the interests of the owners of property subject to the Restrictions.

**ARTICLE VI**

**Bylaws**

The Bylaws of the Association ("Bylaws") shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.

**ARTICLE VII**

**Powers**

The powers of the Association shall include and be governed by the following provisions:

- (a) The Association shall have all of the powers of a non-profit corporation under Texas law and all of the powers necessary or desirable to perform the obligations and duties

and to exercise the rights and powers set out in these Articles of Incorporation, the Bylaws, and the Restrictions, including, without limitation, the power:

- (i) subject to the provisions set forth in the Restrictions, to fix, collect, and enforce payment, by any lawful means, of assessments and other charges to be levied against the property subject to the Restrictions and to use the proceeds therefrom for the purposes set forth in the Restrictions, these Articles of Incorporation and the Bylaws;
- (ii) to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Restrictions or Bylaws;
- (iii) to engage in activities which will actively foster, promote, and advance the common interests of all owners of property subject to the Restrictions;
- (iv) to buy or otherwise acquire, sell, dedicate for public use, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, own, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association, subject to such limitations as may be set forth in the Restrictions or Bylaws;
- (v) to borrow money for any purpose, subject to such limitations as may be contained in the Restrictions or Bylaws;
- (vi) to enter into, make, perform, or enforce contracts of every kind and description; and

- (vii) to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights and powers which may now or hereafter be permitted by law; the powers specified in each of the paragraphs of these Articles of Incorporation are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph of these Articles of Incorporation.

- (b) The Association shall make no distributions of income to its Members, directors, or officers.

#### **ARTICLE VIII** **Members**

- (a) Subject to the provisions of the Restrictions, the owners of property subject to the Restrictions shall be members of the Association ("Members") and shall be entitled to vote as set forth in the Restrictions and Bylaws.
- (b) Change of membership in the Association shall be established by recording in the Official Public Records of Real Property of Galveston County, Texas, a deed or other instrument establishing record title to real property subject to the Restrictions. Upon such recordation, the owner designated by such instrument shall become a Member of the Association and the membership of the prior owner shall be terminated.
- (c) A Member's privileges and rights in the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance of property owned by such Member.

**ARTICLE IX**  
**Directors**

- (a) The affairs of the Association shall be conducted, managed, and controlled by a Board of Directors. The Board shall consist of no less than three (3) nor more than seven (7) members, which number may be adjusted as provided in the Bylaws. The initial Board shall consist of the following three (3) members who shall serve until the first annual meeting of the Association or until their successors are appointed:

William A. Ross, Jr.	2201 Timberloch Place The Woodlands, Texas 77380
Tom Richards	2201 Timberloch Place The Woodlands, Texas 77380
Tom Ledwell	2201 Timberloch Place The Woodlands, Texas 77380

- (b) The method of election, removal, and filling of vacancies on the Board of Directors and the term of office of directors shall be as set forth in the Bylaws.
- (c) The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

**ARTICLE X**  
**Liability of Directors, Officers and Committee Members**

To the fullest extent that Texas law, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, officers and committee members, no director, officer or committee member of the Association shall be personally liable to the Association or its members for monetary damages for breach of duty of care or other duty as a director, officer or committee member. No amendment to or repeal of this Article shall apply to or

have any effect on the liability or alleged liability of any director, officer or committee member of the Association for or with respect to any acts or omissions of such director, officer, or committee member occurring prior to such amendment or repeal.

**ARTICLE XI**  
**Incorporators**

The name and address of the incorporators of the Association are:

William A. Ross, Jr.	2201 Timberloch Place The Woodlands, Texas 77380
Tom Richards	2201 Timberloch Place The Woodlands, Texas 77380
Tom Ledwell	2201 Timberloch Place The Woodlands, Texas 77380

**ARTICLE XII**  
**Registered Agent and Office**

The Association hereby appoints Thomas P. Battle, as its lawful registered agent upon whom all notices and processes, including service of summons, may be served, and which when served, shall be lawful, personal service upon the Association. The registered office of the Association for service of process is:

Thomas P. Battle  
2002 Timberloch Place  
The Woodlands, Texas 77380

The Board of the Association may, at any time, appoint another agent for such purpose and the filling of such appointment shall revoke this or any other previous appointment of such agent.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this

27th day of May, 1997.

William A. Ross, Jr.  
William A. Ross, Jr., Incorporator

Tom Richards  
Tom Richards, Incorporator

Tom Ledwell  
Tom Ledwell, Incorporator

*John*

WAAKWHLAFFITE.ART05-15-97

**FIRST AMENDMENT OF BYLAWS  
LAFFITE'S COVE  
PROPERTY OWNERS ASSOCIATION**

The Laffite's Cove Property Owner's Association Bylaws are hereby amended. The Amendments sole purpose is to increase the number of Directors from five (5) to seven (7) and to set out their staggered terms and to state the staggered terms to be in effect after the Developer relinquishes its rights on the Board.

**ARTICLE II**

**SECTION 1.(a).; Number, Election and Term of Office**

The Board of Directors of the Association ("Board of Directors" or Board") shall consist of seven directors.

At the next annual meeting for the Members, two (2) additional Directors shall be elected by the vote of the Members. The two newly elected Directors shall serve for a term of two (2) years; provided, however, one (1) of the first Directors so elected shall serve an initial term of one (1) year and one (1) of the first Directors so elected shall serve an initial term of two (2) years.

**SECTION 1., Paragraph 3., Sentence 2., will be hereby changed to read:**

At the next annual meeting for the Members, seven (7) Directors shall be elected by the vote of the Members and shall serve for a term of three (3) years; provided however, three (3) of the first Directors so elected shall serve for an initial term of one (1) year; two (2) of the first directors so elected shall serve for an initial term of two (2) years; and two (2) Directors shall serve for an initial term of three (3) years.

Adopted by the Board of Directors on the 18 day of September, 1999

LAFFITE'S COVE PROPERTY OWNERS ASSOCIATION

By: Terrie Farmer

President: Terrie Farmer

**BYLAWS OF**  
**LAFFITE'S COVE**  
**PROPERTY OWNERS' ASSOCIATION**

**ARTICLE I**

**Members -- (Owners)**

Section 1. Eligibility. Membership in Laffite's Cove Property Owners' Association ("Association") shall be as set forth in the Articles of Incorporation of the Association ("Member(s)").

Section 2. Regular Meetings. The regular annual meeting of Members shall be held on such date and at such place and time as designated by the Board of Directors in written notice given to all Members at least ten (10) days, but no more than thirty (30) days, prior to the date of such meeting for the purpose of electing the Board of Directors of the Association in accordance with Article II, Section 1 hereinbelow and for the transaction of other business of the Association as may properly come before the meeting.

Section 3. Special Meetings. Special meetings of the Members may be called by the President, by a majority of the Board of Directors, or upon petition signed by a majority of Members and presented to the Secretary of the Association. Said special meetings shall be called by delivering written notice to all Members not less than ten (10) days prior to the date of said meeting stating the date, time and place of said special meeting and the matters to be considered. A meeting called by a majority of the Members shall be held within thirty (30) days of receipt of the petition by the Secretary.

Section 4. Delivery of Notice of Meetings. Notices of meetings may be delivered either personally or by mail to a Member at the address given to the Board of Directors for such purpose or at the last known address if no address was so given to the Board of Directors.

Section 5. Voting. Members shall be entitled to one (1) vote for each lot in which they own the interest required for membership. When more than one person holds an interest in a lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Section 6. Quorum. A quorum of Members for any meeting shall be constituted by Members represented in person or by proxy and holding at least five percent (5%) of the votes entitled to be cast at such meeting.

Section 7. Rules of Meetings. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Members and in the absence of such rules, Robert's Rules of Order shall be used.

Section 8. Proxies. Votes may be cast by the Members either in person or by proxy. All proxies shall be in writing and signed and dated by the person or persons entitled to vote. In no event shall any proxy be valid for a period longer than eleven (11) months from the date of its execution, unless otherwise provided therein. A proxy shall be revocable in writing at any time in the sole discretion of the Member who executed it. If a lot is owned by more than one (1) person, a proxy must be signed by all such owners for the proxy to be valid.

Section 9. Waiver and Consent. Whenever the vote of Members at an Association meeting is required or permitted by any provision of these Bylaws, the meeting and vote of Members may be dispensed with, and matter(s) in question may be voted upon by mail-in ballot if Members representing a majority of the total votes eligible to be voted by all of the Members consent in writing to dispense with the meeting and to vote upon the matter(s) in question by mail-in ballot. Mail-in ballots may accompany the required consent of Members, and may be completed and returned simultaneously therewith.

## ARTICLE II

### Board of Directors

Section 1. Number, Election and Term of Office. The initial Board of Directors of the Association ("Board of Directors" or "Board"), shall consist of the three directors whose names are set forth in the Articles of Incorporation ("Director(s)").

At the first regular annual meeting of the Members three (3) Directors shall be appointed by The Woodlands Corporation or its successor or assign (the "Developer"), and two (2) Directors shall be elected by the vote of Members. The elected Directors shall serve for a term of two (2) years; provided, however, one (1) of the first Directors so elected shall serve an initial term of one (1) year and one (1) of the first Director so elected shall serve an initial term of two (2) years. Those candidates for election as Director receiving the greatest percentage of the votes cast either in person or by proxy at the meeting shall be elected to serve until the next regular annual meeting.

At such time as Developer, in its sole discretion, elects to relinquish its right to appoint three (3) Directors, Developer shall give written notice to the Board of Directors and a special meeting of the Directors shall be called by the remaining Directors for the purpose of filling the vacancies created by the resignation of the three (3) appointed Directors. At the next annual meeting of the Members, five (5) Directors shall be elected by the vote of the Members and shall serve for a term of three (3) years; provided however, two (2) of the first Directors so elected shall serve for an initial term of one (1) year, two (2) of the first Directors so elected shall serve for an initial term of two (2) years, and the remaining Director first elected shall serve for an initial term of three (3) years. Those candidates for election as Director receiving the greatest percentage of the votes either in person or by proxy shall be elected to serve until their term expires.

The number of Directors may be increased or decreased by amendment of these Bylaws; provided however, that the Board shall be composed of at least three (3) but no more than seven (7) persons; and provided, further, that the Board shall at all times be composed of an odd number of Directors. No decrease in the number of Directors shall have the effect of shortening the term of an incumbent Director.

Section 2. Qualifications. Each Director shall be a Member in good standing of the Association. If a Member is a trustee of a trust, a Director may be a beneficiary of such trust; or if Member is a corporation, a Director may be an officer, partner or employee of such Member. If an elected Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring on the Board by reason of resignation, removal or incapacity of an elected Director shall be filled by majority vote of the remaining Directors thereof. Subject to the provisions of Section 1 hereinabove, any vacancy occurring on the Board by reason of resignation, removal or incapacity of an appointed Director shall be filled by appointment by the Developer; and any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

Section 4. Meetings. The Board shall meet for the purpose of organization, the election of officers and the transaction of other business, at any time after receiving notice from the Secretary of State of the filing of the Articles of Incorporation. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Members. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each Director, delivered personally, by mail or by facsimile. Any Director may waive notice of a meeting, or

consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 5. Removal. Any elected Director may be removed from office for cause by a majority vote of Members entitled to vote at any annual or special meeting of the Association, duly called. Any appointed Director may be removed by the Developer for any reason.

Section 6. Meetings by Telephone Conference. Both annual and special Board meetings may be conducted by telephone conference. To the extent permitted by law, any Director who is not physically in attendance at any meeting of the Board of Directors, but who is in telephone contact with the other Directors during such meeting and is thereby able to participate in the discussions, reports, debates, votes and other matters conducted thereat, shall be deemed to be in attendance at said meeting for all purposes, including but not limited to the purpose of creating a quorum.

Section 7. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by a majority of the Members. Nothing contained herein shall preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

Section 8. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting, one or more times, to a subsequent time, date and place.

Section 9. Voting. The vote of a majority of those Directors present at a meeting at which a quorum is in attendance shall constitute the decision of the Board of Directors.

Section 10. Powers. The Board shall have the following powers:

(a) to elect and remove the officers of the Association as hereinafter provided;

(b) to administer the affairs and attain the purposes of the Association;

(c) to formulate policies for the administration, management and operation of the property held for the use and benefit of all Members ("Common Property");

(d) to adopt rules and regulations, with written notice thereof to all Members, governing the administration, management, operation and use of the Common Property, and to amend such rules and regulations from time to time;

(e) to provide for the maintenance, repair and replacement of the Common Property and payments therefor, and to approve payment vouchers or delegate such approval to the officers;

(f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Property and to delegate any such powers to a managing agent (and any such employees or other personnel who may be the employees of a managing agent);

(g) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(h) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(i) to collect all assessments and charges provided for in any covenants and restrictions imposed in Laffite's Cove subdivision at such time as Developer assigns said right to the Association pursuant to the restrictions, and to use the proceeds therefrom for the purposes set forth in such covenants and restrictions and in the Articles of Incorporation of the Association;

(j) to enforce all covenants and restrictions imposed in Laffite's Cove;

(k) to establish bank accounts which are interest bearing or non-interest bearing, as may be deemed advisable by the Board of Directors;

(l) to enter such contracts and agreements relating to the providing of maintenance, management and operational services as the Board may deem advisable;

(m) to enter into leases as the Board may deem advisable;

(n) to exercise all powers and duties of a Board of Directors referred to in these Bylaws;

(o) to obtain insurance coverage as may be deemed advisable by the Board of Directors;

(p) to establish budgets and long range plans as may be deemed advisable by the Board of Directors, and

(q) in general, to carry on the administration of the Association and to do all of those things necessary and/or desirable in order to carry out the governing and operating of the Association.

Section 11. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Members.

### ARTICLE III

#### Officers

Section 1. Designation. At each regular annual meeting of the Board, the Directors present at said meeting shall elect the following officers of the Association by a majority vote:

(a) a President who shall be a Director and who shall preside over the meetings of the Board and of the Members, and who shall be the chief executive officer of the Association;

(b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Members, and who shall, in general, perform all the duties incident to the office of Secretary;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and

(d) such additional officers as the Board shall see fit to elect.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one (1) year or until such officer's successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the Board at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer which was succeeded. Any officer may be removed for cause

at any time by vote of a majority of the total membership of the Board at a special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by a majority of the Members.

#### ARTICLE IV

##### Indemnification

Section 1. General. To the fullest extent permitted by law the Association shall indemnify and hold harmless each of its Directors, officers and each member of any committee appointed pursuant to the Bylaws of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of such Directors, officers, committee members, on behalf of the owners or arising out of their status as Directors, officers or committee members, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including but not limited to, attorney's fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director, officer, or committee member may be involved by virtue of such persons being or having been such Director, officer or committee member; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such Director, officer, or committee member, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, officer, or committee member.

Section 2. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, officer, or committee member.

## Article V

## Amendments

These Bylaws may be amended at a regular or special meeting of the Board by a vote of the majority of a quorum of the Board Members present in person; and the provisions of these Bylaws which are covered by the Articles of Incorporation of the Association may not be amended except as provided in the Articles of Incorporation or applicable law.

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. Should all or part of any Article of these Bylaws be in conflict with the provisions of the Texas Nonprofit Corporation Act or any other Texas law, such Act or law shall control.

**ARCHITECTURAL CONTROL COMMITTEE STANDARDS  
FOR ALL SECTIONS IN  
PIRATES BEACH AND PIRATES COVE**

**PURPOSE:** The purpose of these architectural standards is to unify the standards for the single-family residential development for Pirates Beach and Pirates Cove. These standards will insure a high quality development and protect the investments of builders and homeowners. They are intended to augment the restrictions, which are recorded in the real property records of Galveston County, Texas (Restrictions). They should provide a common level of plan submissions, design, construction and maintenance criteria.

**A. Plan Submission:**

All homes must be designed by registered architect, by a member of the Texas or American Institute of Building Design or by a builder or designer certified by the Architectural Control Committee (ACC). Prior to the submission of plans for approval, it is recommended to have a pre-planning conference with a representative of the ACC. This conference may include a visit to the site.

The following is a list of minimum information required for plan submittal:  
(See Restrictions for additional information required in same sections)

1. Site Plans: (1/8" - 1'0") Show relation of house to lot. Include dimensions of lot and distance from house to lot on all sides. Indicate all easements, setbacks, slab elevation, driveway location, and curb cuts, septic tank drain fields (if any), walks, decks, and fences, existing and proposed grades.
2. Floor Plans: (1/4" - 1'0") A floor plan to show the dimensions and locations of all rooms, patios, balconies, garages, driveways and structures at each level. Window sizes, electrical, gas and plumbing fixtures must also be shown.
3. Elevations: (1/4" - 1'0") An elevation of each side (4) is required to indicate exterior materials, floor and slab heights and roof slopes.
4. Specifications: List all specifications relating to slab design, structural framing, type of exterior materials, colors of all exterior surfaces including roof, textures and shapes, roof materials.

Approval of plans and specifications will be based, among other things, on adequacy of site dimensions, conformity and harmony with external design and location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites and conformity to both the specific and general intent of the restrictions.

**B. Design:**

1. Building setbacks are shown on the plat and in the restrictions for each section. No construction including roof overhangs, fences or air conditioning equipment may occur in the setbacks without specific approval by the ACC.
2. The sum total of all hard surfaces, including the building pad, garage, driveway, decks, pools, etc., should not exceed 75% of the net lot area (the net lot area is the area within the building setbacks) except Pirates Cove sections 1-5, or as approved by the ACC.
3. Driveways and paved areas from the public street should not occupy more than 60% of the lot frontage on non cul-de-sac lots.
4. All driveways and building slabs must be made of reinforced concrete.
5. The location and design of all skylights and solar collectors are subject to approval. Collectors must be of flat profile and conform to the slope of the roof. All stack vents and attic ventilators preferably shall be located on the rear slopes of roofs. All exposed metal roof accessories (such as stack vents, roof flashing,

attic ventilators, metal chimney caps, skylight curbs, solar collector frames, etc.) should match the color of the roofing material.

6. No house, building or structure shall be more than two (2) stories of living area in height. Open decking or observation towers, will be permitted above the second level provided it is not excessive in height, or greater than one hundred fifty (150) square feet of enclosed tower space. Any open decking will be no more than forty percent (40%) of the square feet of the deck below, up to two hundred (200) square feet.
7. A structure may be disapproved by the ACC because of excessive height. No portion of a structure will be higher than fifty-five (55) feet above natural grade. No exterior aerial antenna, satellite dish, flagpole or other structure of any kind (except chimney) will project above the uppermost roof line of any structure on any lot.
8. All exterior lighting fixtures whether attached to the dwelling or remote, are subject to ACC approval as to location, style, size, color and level and direction of illumination.
9. All exterior material and color selections must be approved by the ACC. The architectural style of the dwelling, in most cases, will dictate the proper range of materials and colors. Materials and colors which are appropriate to one architectural style may be inappropriate to another.
10. Landscaping of vegetation native to Galveston or resistant to gulf conditions is greatly encouraged. Minimum landscape requirements are four (4) palm trees, a minimum height of ten (10) feet, per lot installed prior to occupancy.
11. Design of trash and mechanical equipment enclosures must be shown with the design plans and approved by the ACC. Where possible, they should be placed beside adjacent lot receptacles. All HVAC equipment must be screened from view.
12. Decks above grade which connect to boat houses shall not be wider than twelve (12) feet. Special enclosure considerations will be made for corner lots with limited water access.
13. Fences for front yards may not be higher than four (4) feet and may not be placed in front of the front building line. Open type fences are preferred, chain link is not allowed.

C. Construction:

1. Lots within the City of Galveston will be required to be constructed in accordance with the City of Galveston Building Codes. Lots within Galveston County but not within the City of Galveston city limits will be required to be constructed with the Galveston County building codes. Currently, both are requiring certification by an architect or professional engineer of the floor elevation and building anchoring system as a condition of the issuance of a building permit.
2. Owner permits or approvals may be required from City, County or other Governmental entities. It is the responsibility of the owner to obtain all City, County and other Governmental approvals as may be necessary.
3. Contractor is required to survey site and locate slab and/or/pile/pier placement as per plat and deed restrictions.
4. Construction signs will not exceed one (1) builder sign and (1) real estate sign not larger than twenty four inches by twenty four inches (24"x24") in size and will be removed upon completion of construction.
5. Construction material and trash must be kept within lot boundaries and controlled. Temporary fences or containers should be used to control trash.
6. Contractor or owner is required to utilize best management practices for containing soil and sediment on the lot during construction. At a minimum, this includes fifteen (15) feet of solid sod across the rear lots, adjacent to the bulkhead or rear lot line. Alternately, commercially available filter fabric may be substituted for sod, if approved by Architectural Control Committee.

D. Building Inspections: The following inspections are required:

1. Site Inspection – Site surveyed and building corners staked. The structural pile locations, driveways and walkways must also be staked. The builder/owner must demonstrate to the inspector that improvements are accurately located in accordance with the approved plans and that encroachments are not to occur. **The ACC makes no warranty or representation that any improvements are or will be located within set backs, and this inspection may occur before or after construction has started.**
2. Final Inspection – Prior to occupancy, an inspection will take place after completion of construction. Prior to occupancy, finished improvements shall include, but are not limited to decking, walkways, mechanical screens, trash enclosures, painting and landscaping.

E. Maintenance:

1. Maintenance of the residence and improvements on the lot is the responsibility of the homeowner. See Restrictions for details.
2. No structure of any type shall be constructed, placed or altered on any lot without the written approval of the ACC.
3. Any change of colors or materials of any exterior improvement requires written approval of the ACC.
4. Landscaping damaged or lost to storms or other reasons must be replaced within ninety (90) days. Maintenance landscaping is an important part of the overall upkeep of a residential lot.

See attached plan review application for information required to submit plans for architectural plan review.

**PLAN REVIEW APPLICATION**  
**PIRATES BEACH, PIRATES COVE & LAFFITES COVE**

All site or building construction or alterations or additions, thereto, require approval in writing from the Architectural Control Committee (ACC) prior to construction. (See Restrictions and attached Architectural Control Standards for more detail.)

Please fill out the attached application form and submit three (3) sets of complete plans and specifications in accordance with attached control standards together with applicable fee to:

Pirates' Property Owners' Association  
 Attention: Architectural Control Committee  
 13450 FM 3005  
 Galveston, Texas 77554

Please call Susan McKirahan with questions  
 1-888-CKM-1514  
 281-970-2862  
 281-970-2864 (FAX)

Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Builder: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Subdivision: Pirates Beach/Pirates Cove/Laffites Cove: Section \_\_\_\_ Block \_\_\_\_ Lot \_\_\_\_

Description of Improvement: \_\_\_\_\_

Exterior Materials: \_\_\_\_\_

Exterior Colors(siding/trim): \_\_\_\_\_

Roof Material/Color: \_\_\_\_\_

Square Footage: \_\_\_\_\_ Start Date: \_\_\_\_\_ Projected Completion Date: \_\_\_\_\_

**A Filing Fee as follows must be attached to this application:**

For **New homes**: \$2000 (a portion is refundable)

For **Exterior Remodels**: \$1000 (a portion is refundable)

Review Fees listed below are **included** in the above referenced fees.

**Pirates Beach**

Section 1-4 (no fee)

Section 6 - \$150\*

Section 7, 8 & 9 - \$200\*

Section 10 - \$200\*

Section 12 - \$200\*

**Pirates Cove**

Section 1-4 (no fee)

Section 5 - \$150\*

**Laffites Cove**

Section 6 - \$200\*

\*\$50 of the review fee is refundable upon receipt of Certificate of Completion by Owner issued by the ACC prior to occupancy. The Filing fee refund will be exclusive of the It is mandatory to provide an "as built survey" of home and improvements prior to refund.

1. Owner hereby acknowledges receipt of Architectural Control Standards dated 5/1/98 and hereby agrees to comply with all terms and conditions contained therein and to submit a Certificate of Completion as specified therein prior to occupancy.
2. Owner hereby authorizes the Architectural Control Committee or its agents to enter upon and inspect the lot and structure thereon during regular business hours for the purpose of ascertaining whether said structure is in compliance with the restrictions, the standards and the approved plans and specifications. Neither the Architectural Control Committee nor its agents shall be deemed to have committed a trespass by reason of such entry or inspection.

**PLAN REVIEW**  
(To be completed by ACC)

\_\_\_\_\_ **APPROVED** – Subject to:

- A. On-site survey of lot and location of proposed structure prior to construction.
- B. Written approval of Architectural Control Committee (ACC) prior to slab pouring and/or pile placement. Call ~~281~~-970-2862
- C. Planting of Trees, per Deed Restrictions.
- D. Receipt by ACC of Certificate of Occupancy issued by the City of Galveston, or County of Galveston, whichever is applicable.

\_\_\_\_\_ **NOT APPROVED** – Reason:

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**ARCHITECTURAL CONTROL COMMITTEE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

ACC Representative

**BUILDING/IMPROVEMENT INSPECTIONS**

APPROVED

DATE

SITE INSPECTION \_\_\_\_\_

FINAL INSPECTION \_\_\_\_\_

**CERTIFICATION OF COMPLETION:** \_\_\_\_\_

**PLAN REVIEW APPLICATION**  
**PIRATES BEACH & COVE**

Page 2 of 2

3. Owner agrees and understands that the approval of plans and specifications by the Architectural Control Committee shall not be relied upon by any person or entity as to the sufficiency, suitability, fitness, workmanship or quality of the design or construction of the improvements.
4. The burning of brush, trees or construction materials will not be allowed in the Subdivision. Construction dumping is not permitted in the Subdivision.
5. The work site needs to be kept clean. The contractor is to insure all trash and debris are removed before each weekend. Debris must be contained to prevent it from going on other property.
6. Contractors are responsible for keeping mud, dirt, etc., off the roadway.
7. All improvements, modifications and alterations require ACC approval. This covers new construction, as well as, but not limited to additions, fences, porches, storage buildings, pools and change in house colors.
8. One portable toilet is required for each construction site requiring more than seven (7) days construction.
9. Observe all posted speed limits and other signage.
10. No dumping or cleaning of cement trucks allowed within the Subdivision.
11. If construction is not completed after plans have been approved within six (6) months, an extension will need to be obtained, provided no changes have been made to the original design. If changes have been made to the original design, the Plan Review Application will have to be resubmitted.
12. The Architectural Control Committee has fifteen (15) days from final submittal of plans and permits to approve the plans and authorize commencement of construction.

The Architectural Control Committee, Pirates P.O.A., members, officers, directors, employees or agents, shall not be liable because of the approval or non-approval of any improvement.

\_\_\_\_\_  
Date \_\_\_\_\_  
Builder's Signature

\_\_\_\_\_  
Date \_\_\_\_\_  
Owner's Signature

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS OF REAL PROPERTY**



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STRIM.T \$53.00  
Patricia Ritchie, COUNTY CLERK  
GALVESTON, TEXAS