

AN ORDINANCE DESIGNATING AND PRESCRIBING THE REQUIREMENTS FOR SINGLE FAMILY MOBILE HOME USAGE WITHIN THE CITY OF PELICAN BAY; OUTLINING AND DESCRIBING THE USES THAT ARE, IN FACT, PERMITTED; PRESCRIBING CERTAIN STANDARDS ASSOCIATED WITH THE HEALTH, MORALS AND GENERAL WELFARE OF THE COMMUNITY; PROHIBITING OUTSIDE STORAGE OF DANGEROUS OR UNHEALTHY ACCUMULATIONS OF DEBRIS; REQUIRING SKIRTING OF ALL MOBILE HOMES; REQUIRING TORNADO STRAPS; PLACING CERTAIN LIMITATIONS ON OUT BUILDINGS AND PRESCRIBING MINIMUM SQUARE FOOTAGES AND SET BACK REQUIREMENTS; CONTAINING A SEVERABILITY CLAUSE, A PENALTY CLAUSE AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF PELICAN BAY, TEXAS:

The City Council shall, in the interest of the public welfare and to assure compliance with the intent of this Ordinance require such developments standards and operational conditions and safeguards as are indicated to be important to the welfare and protection of adjacent property in the community as a whole.

SECTION I

It shall be unlawful for more than one single family mobile home to be parked or to permit the same to remain on any single lot unless that lot be appropriately zoned "duplex" by The City of Pelican Bay.

SECTION II

It shall be unlawful for the owner or occupant of a mobile home situated upon any lot within the corporate limits of The City of Pelican Bay to cause or to permit the storage and accumulation of building materials, trash, debris, empty cardboard or metal containers, junk, filth, trash, used materials, appliances, furniture, or other discarded items, refuse or materials on the outside of any mobile home which said materials would be visable from the public way. Nothing contained herein shall prohibit the placement of lawn furniture as that term is ordinarily defined nor the placement of construction materials during the construction or reconstruction provided such construction materials are maintained within property

lines and promptly removed immediately after completion of such construction and/or reconstruction.

SECTION III

Exterior walls, roof and base of all mobile homes shall be kept in good and proper repair and reflect the firm attachment of exterior window trim, doors, glass, brick and other accommodates, and shall be solid in nature so as to preclude the tearing or ripping away by winds of unusual strength and the exterior of each mobile home shall be skirted from the exterior walls downward to the earth with the same or better matching materials as reflected on the exterior of the mobile home and such skirting shall be of such materials as to completely cover and prevent rodents or other animals from entering under and beneath said mobile home and shall be of solid construction. Furthermore, each mobile home located within the City of Pelican Bay, Texas, shall be supported by concrete blocks or similar substantial materials and each such mobile home shall be equipped with tornado straps, anchored to the earth in a manner approved by The City of Pelican Bay, Texas.

SECTION IV

Each mobile home on a corner lot or plot shall front on the street designated by The City of Pelican Bay as the front street and shall be maintained in the manner prescribed by this Ordinance on all sides whether the same face the front of the street or not. No mobile home shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum building set back lines shown on the recorded plat and each mobile home shall be at least six feet from each side line.

SECTION V

Out buildings located on the same lot as the mobile home shall be of such design and construction similar in strength and comparable in appearance to that of the mobile home and no out buildings

so situated shall exceed the mobile home in height.

SECTION VI

No mobile home having a floor area of less than 600 square feet shall be parked or permitted on any lot within the corporate lots of the city.

SECTION VII

All mobile homes being moved into the City of Pelican Bay, shall be brought into complete compliance within thirty (30) days from their arrival within the corporate limits. All mobile homes currently located within the corporate limits of the City of Pelican Bay shall have thirty (30) days from and after the passage of this Ordinance and its publication to fully comply with all terms and provisions contained herein.

SECTION VIII

If any section, part of a section, or provision of any section of this Ordinance shall be held to be void, ineffective or unconstitutional by a Court of competent jurisdiction, the holding of such section, part of a section, or provision of any section to be void, ineffective or unconstitutional for any cause whatsoever shall in no way affect the validity of the remaining sections and provisions of this Ordinance, which shall remain in full force and effect. The City Council would not have passed any section, part of a section, or provisions of any section of this Ordinance that were unconstitutional, void, or ineffective if it had known they were unconstitutional, void, or ineffective at the time of adoption of the Ordinance.

SECTION IX

The violation of any provision of this Ordinance shall be deemed an offense and shall be punishable by fine not exceeding Two Hundred Dollars (\$200.00), and each violation thereof and each day there is a failure to comply with the terms of such Ordinance

shall be and is hereby deemed to be a distinct and separate offense and punishable as such.

SECTION X

This Ordinance shall be in full force and effect from and after the date of its passage and publication.

PASSED AND ADOPTED this the 6th day of December, 1983.

ATTEST:

APPROVED:

BY: *Shelva Bishop*
Acting CITY SECRETARY

BY: *Russel Raymond*
MAYOR

**SUMMARY OF RESTRICTIONS
PELICAN BAY**

1. USE OF LAND:

- a. Only a single family residence or a single mobile home shall be parked or permitted to remain on any lot unless zoned for duplex by Dedicator. No unsightly storage shall be permitted. No boats, trucks, camping trailers, or unsightly vehicles shall be stored or kept except in appropriate outbuildings.
- b. No home shall ever be used except as a single family residence.
- c. No garage, boathouse, or outbuilding on any lot shall be used as a residence or living quarters, temporarily or otherwise, except by servants engaged on the premises.
- d. Each lot shall be kept free of trash, garbage, rubbish and weeds. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All fires must be enclosed safely.
In the event this covenant is breached to the extent that an eyeshore or fire hazard is the result, Dedicator (or the Association) may at its discretion, perform the work necessary to cure the objection, and levy such costs against the lot owner.
- e. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same light-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- f. The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except when written permission is given by Dedicator.
- g. No lot shall be subdivided without approval of the Dedicator; however, Dedicator expressly reserves the right to subdivide any lot in said addition so long as it shall hold title thereto.
- h. No oil drilling, development, or refining, or quarrying or mining operations of any kind shall be permitted upon any lot.
- i. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- j. No tank for the storage of oil or other fluid may be constructed or maintained on any lot above the surface thereof.
- k. No noxious or offensive activity shall be carried on any lot, nor shall be created thereon.
- l. No radio, television towers or aerial wires shall be maintained over any part of any lot not occupied by a structure, and all such must be approved in writing by the Dedicator prior to erection.
- m. No use shall be made of the premises so as to result in the draining or dumping into Eagle Mountain Lake or its watershed of any refuse,

sewage, or other material which might tend to pollute its waters. All lavatories, toilets, and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks, and lateral lines constructed to comply with the specifications of the TCWB, and governmental authorities having jurisdiction, and no "outside" or surface toilets shall be permitted under any circumstances. All lavatories, toilets and bath facilities shall be completely installed and functioning before a building is occupied. When and if a sewage treatment plant and collection system for the service of the premises is provided, it shall be used as the sole means of sewage disposal for such premises.

- n. The use or discharge of firearms is expressly prohibited within said addition.
- o. No building material of any kind shall be placed or stored upon any lot except during construction; and then such material shall be placed within the property lines of the lot on which the improvements are to be erected.

2. CONSTRUCTION OF RESIDENCES, MOBILE HOMES AND OUTBUILDINGS:

- a. Residences:
 - (1) Every residence erected on any lot or plot shall front on the street on which it is located unless the Dedicator approves in writing a different frontage.
 - (2) Every residence on a corner lot or plot shall front on the street designated by the Dedicator and shall present a good appearance on the other street on which it is located.
- b. Mobile Homes:
 - (1) The exterior of each shall be of suitable appearance, and each mobile home shall be skirted within thirty (30) days, with materials matching the exterior of the mobile home reaching the lot surface and completely covering the undercarriage.
 - (2) Each mobile home shall be supported by concrete blocks or similar substantial materials.
 - (3) Every mobile home on a corner lot or plot shall front on the street designated by the Dedicator and shall present a good appearance on the other street on which it is located.
 - (4) Each mobile home shall be equipped with tornado straps, and anchored to the earth in a manner approved by the Dedicator.

c. Outbuilding:

Outbuildings shall be of design and construction similar and comparable to that of the mobile home/residence. No outbuilding shall exceed the mobile home/residence in height, unless by written consent of the Dedicator. Cooling towers and all other mechanical units located in front or at the side of the mobile home/residence must be screened to the satisfaction of the Dedicator.

- d. Swimming pools shall not be nearer than five feet to any lot line and shall not project with their coping more than two feet above the established grade.

3. APPROVAL OF PLANS:

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Dedi-

erator as to quality of workmanship and materials, and harmony of external design with respect to topography, and finish grade elevation.

No mobile home shall be placed on any lot until a written description and photograph thereof have been approved by the Dedicator as to quality of workmanship, materials, and harmony of external design with existing structures.

If Dedicator, or its designated representative, fails to approve or disapprove within ten (10) days after plans, specifications and photograph have been submitted to it, approval shall be deemed to have been given.

A copy of all such plans, specifications, photographs and other written information required by the Dedicator shall be left with it after the same have been approved.

4. REQUIRED SIZE OF MOBILE HOMES OR RESIDENCES:

No mobile home or residence having a floor area of less than 500 square feet shall be parked or permitted on said lots.

5. BUILDING LINES:

a. No mobile home or residence shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum building setback lines shown on the recorded plat, and each mobile home shall be at least six (6) feet from each side lot line.

b. Dedicator reserves the right to change in writing any setback lines shown on the attached map or the setback from the side lines hereinabove set out of any lot or plot so long as it holds legal title to such lot or plot and likewise reserves the right to make such changes with the consent of the owner of the property involved after it has parted with the title to such property. In no event shall such setback lines be changed by more than five (5) feet without the consent of the adjoining property owners.

6. EASEMENT RESERVED:

An easement 5 feet in width is hereby reserved along all sides of each lot as may be necessary for the installation and maintenance of utilities and lines. Dedicator reserves the easements designated on the attached map for the purpose of constructing and maintaining and permitting the construction and maintenance of pipelines, conduits, telephone, telegraph and electric light lines and other equipment necessary to the supply of any public utility service. Fences, walls and hedges, but no building or structure of any other character may be erected and maintained on such easements, provided (1) that such fences, walls and hedges, do not interfere in any way with the use of such easements and (2) that such public utilities may at any time without liability to the owner, remove any such fence, wall or hedge where the removal of the same is incidental to the performance of its public service operations. Dedicator shall have the right to vacate the easements appurtenant to any lot, provided such vacation shall not prevent access by utilities than occupying any such easement to any lot shown on said plat.

7. GENERAL:

a. Dedicator reserves the right to redivide and replat any property shown on the attached map not theretofore sold by it; to change the size of any lot or lots shown in this or any subsequent dedication or map of said property; to change the minimum "floor area" for mobile homes, as provided in Section 4; to change the location of streets and easements prior to the time the same shall actually have been opened up for public use or waived

by the public or by public utilities, all without the consent of any person owning any of the property described hereinabove; provided, however, that no change (1) shall operate to deprive any then owner of any of such property of reasonable access to his property or (2) shall result in reducing the frontage or depth of any lot or plot now shown on the attached map to a number of feet less than the frontage and depth of the smallest lot or plot shown on the attached map or (3) shall permit a minimum "floor area" of any mobile home as provided in Section 4 of less than 400 square feet.

b. In the event of any dispute over the proper interpretation of any of the provisions of this dedication, the determination of Dedicator shall be final and binding on all interested persons.

c. Dedicator may include restrictions other than those set out herein in any contract or deed to any lots or plots without otherwise modifying the general plan about outlined.

d. The restrictions herein set out shall be referred to, adopted and made a part of each and every contract and deed executed by and on behalf of Dedicator conveying said property, or any part thereof, for all intents and purposes as though incorporated in full therein.

e. All of the restrictions, covenants, reservations appearing herein, as well as those appearing in any contract, deed or other conveyance to or covering any part of this property, shall be construed together, but if any one of the same shall be held to be invalid, or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

8. PELICAN BAY RECREATION ASSOCIATION, INC.

a. Each purchaser of a lot or lots in this or future dedications by Dedicator, its successors and assigns, shall become a member of the Association, a non-profit corporation to be organized for the purpose of maintaining parks, ways, lanes, roads, channels, marine facilities, security protection, and other services for the common benefit of its members. All owners of a lot or lots shall be required to be members of the Association and pay when due, such dues, fees, and charges as the Association shall find necessary for the maintenance of the facilities and services, including but not limited to the maintenance of roads, ways, parks, channels, marine facilities and any other services and benefits which the Association may provide for the benefit of the lots, facilities, and members. 51 percent of the voting stock of the Association shall be retained by Dedicator until such time as the voting rights shall be transferred to the membership at large, in accordance with the by-laws of the Association.

NOTICE: This document is a summary of covenants which run with the land in the Pelican Bay Addition. The "Deed Restrictions" are recorded in the Tarrant County Courthouse and should be reviewed for the specific Unit or Plat filing which includes the lot to be purchased. Current Recreation Association rules and obligations may be determined by a review of its most current By-Laws or by contacting the Association at (817) 444-4952.