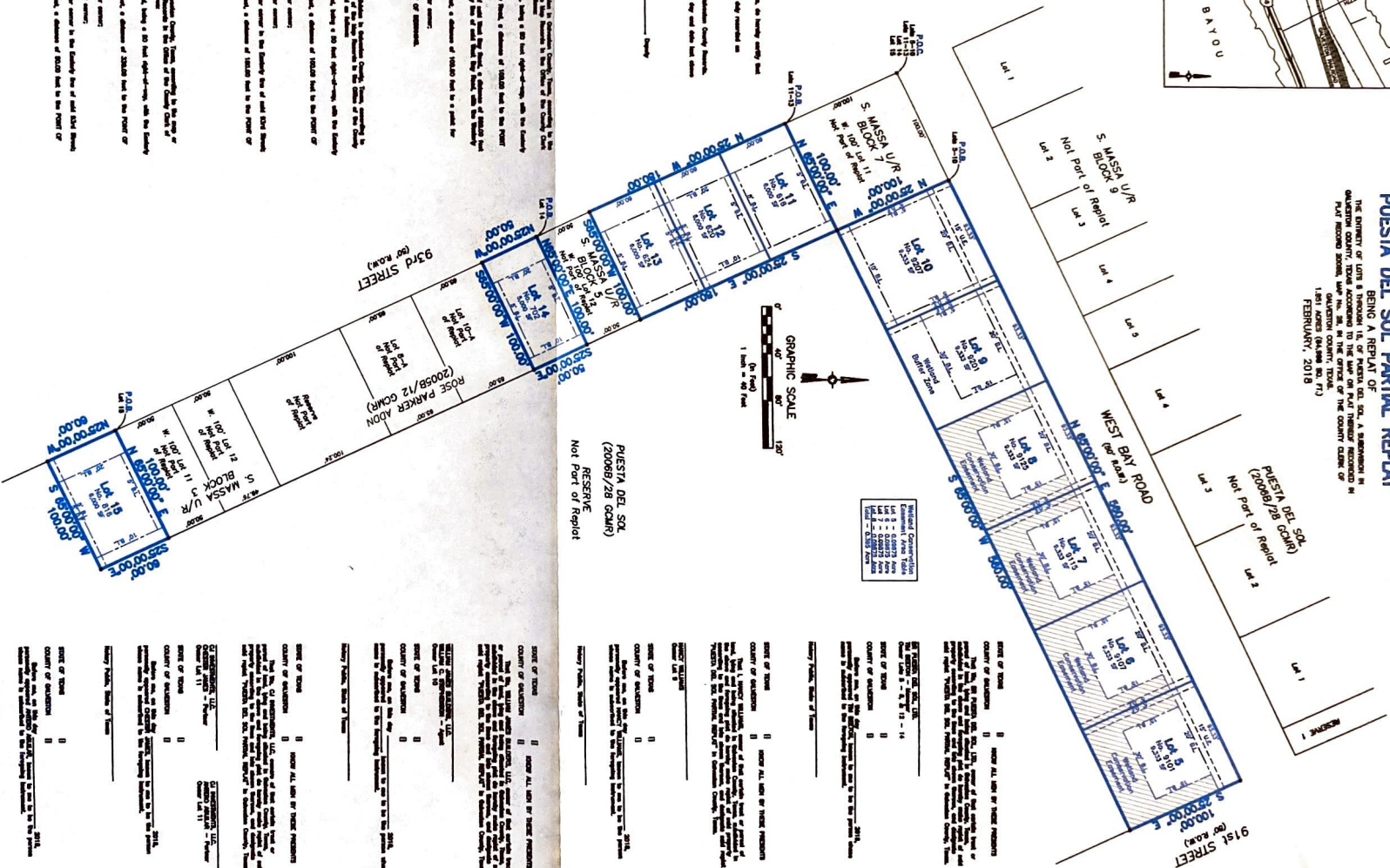


PUESTA DEL SOL PARTIAL REPLAT

BEING A REPLAT OF THE DISTRICT OF LOTS 1 THROUGH 14, OF PUESTA DEL SOL, A SUBDIVISION IN QUADRETE COUNTY TEXAS ACCORDING TO THE PLAN OF THE COUNTY CLERK OF QUADRETE COUNTY, TEXAS, FILED FOR RECORD IN THE PUBLIC RECORDS OF QUADRETE COUNTY, TEXAS, GALVESTON COUNTY, TEXAS, 1501 PAGES (SALAS SO. P.7) FEBRUARY, 2018



Recorded Conveyance	Instrument No.	Instrument Date	Instrument Page
PLAT 11, 2008B-28	20080228	02/28/08	1501
PLAT 11, 2008B-28	20080228	02/28/08	1502
PLAT 11, 2008B-28	20080228	02/28/08	1503
PLAT 11, 2008B-28	20080228	02/28/08	1504
PLAT 11, 2008B-28	20080228	02/28/08	1505
PLAT 11, 2008B-28	20080228	02/28/08	1506
PLAT 11, 2008B-28	20080228	02/28/08	1507
PLAT 11, 2008B-28	20080228	02/28/08	1508
PLAT 11, 2008B-28	20080228	02/28/08	1509
PLAT 11, 2008B-28	20080228	02/28/08	1510
PLAT 11, 2008B-28	20080228	02/28/08	1511
PLAT 11, 2008B-28	20080228	02/28/08	1512
PLAT 11, 2008B-28	20080228	02/28/08	1513
PLAT 11, 2008B-28	20080228		

PUESTA DEL SOL
(2008B/28 COAR)
RESERVE
Not Part of Replat

LEGAL DESCRIPTION
 BEING THE DISTRICT OF LOTS 1 THROUGH 14, OF PUESTA DEL SOL, A SUBDIVISION IN QUADRETE COUNTY, TEXAS, ACCORDING TO THE PLAN OF THE COUNTY CLERK OF QUADRETE COUNTY, TEXAS, FILED FOR RECORD IN THE PUBLIC RECORDS OF QUADRETE COUNTY, TEXAS, GALVESTON COUNTY, TEXAS, 1501 PAGES (SALAS SO. P.7) FEBRUARY, 2018.

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44777000000000000000
 P.O. BOX 174212
 HOUSTON, TEXAS 77217
 281.462.1111
 www.HighTideSurveying.com

PRELIMINARY
 NOT TO BE RECORDED
 FOR ANY PURPOSE

ARTICLE I

DEFINITIONS

- 1 1 "Committee," as used throughout this document, is hereby defined as the Puesta Del
Sol Architectural Control Committee whose membership, rights, duties and responsibilities are
described herein
- 1 2 "Declarant" as defined in the Restrictions is BR PUESTA DEL SOL, LTD
- 1 3 "Declaration" shall mean this instrument as it may be amended from time to time
- 1 4 "Lot" or "Lots" shall mean and be defined as a separate single family residential
building site within the Subdivision and shall include any improvements from time to time
constructed, erected, placed, installed or located thereon
- 1 5 "Notice," as used throughout this document, is hereby defined as written notification
addressed to the property owner at the last known address and becomes effective upon placement in
the U.S. mail, or equivalent.
- 1 6 "Owner" or "Owners" shall mean a person or person, entity or entities, including
Declarant, holding a fee simple interest in any portion of the Property, but shall not include
Mortgagee, unless or until Mortgagee forecloses on any lot and becomes a fee simple owner thereof
- 1 7 "Person" or "Persons" shall mean any individual, individuals, entity or entities having
the legal right to hold title to real property.
- 1 8 "Property" shall mean and refer to that certain real property hereinbefore described as
the Subdivision.

A CERTIFIED COPY
Attest: APR 08 2008
MARY ANN DAGLE, County Clerk,
Galveston County, Texas
By Robert L. Buttner Deputy
Robert L. Buttner

1.9 The term "single family residence" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one Person or by a single family who are maintaining a common household

1.10 The term "Subdivision Plat" as used throughout this document is hereby defined as the plat of Puerta Del Sol subdivision, recorded under Plat Record 2006B, Map No. 28, of the Galveston County Map Records

ARTICLE II

TERM OF RESTRICTIONS

2.1 The Restrictions shall run with the lots in the subdivision hereto and shall be binding upon all owners of such lots and all persons claiming under them for a period of twenty (20) years from the date the Restrictions are filed of record in the Deed Records in Galveston County, Texas, after which time the Restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument of termination in writing, executed and acknowledged by seventy-five (75%) percent of the owners of fee title to the lots in the Subdivision subject hereto, is filed of record in the Deed Records of Galveston County, Texas. The instrument of termination shall be effective to terminate the Restrictions at the expiration date of the initial twenty (20) year term if said instrument is filed of record as set forth above or if so filed during any ten (10) year period of extension, the Restrictions shall terminate at the end of said ten (10) year period of extension

2.2 The Restrictions may be amended by an instrument or amendment, meeting the following requirements. The instrument of amendment shall be in writing and shall be executed and acknowledged by seventy-five percent (75%) of the owners of fee title of the lots in the Subdivision

Amended



subject hereto, and must be filed of record in the Deed Records of Galveston County, Texas. The instrument of amendment shall be deemed to be effective on the date the instrument is filed in the Office of the County Clerk of Galveston County, Texas. Any amendment to the Restrictions shall be binding on all lots in the Subdivision subject hereto and the owners thereof

2.3 In the event that any of the provisions of the Restrictions conflict with any other provisions hereof and/or with the applicable plan, the more restrictive provisions shall govern. If any paragraph, section, sentence, clause or phrase of the Restrictions shall be or become illegal, null or void for any reason, and so held by any court of competent jurisdiction, the remaining paragraphs, sections, sentences, clauses or phrases of the Restrictions shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been imposed and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses and phrases shall become or be illegal, null or void

ARTICLE III


ARCHITECTURAL CONTROL COMMITTEE

3.1 There is hereby created the Architectural Control Committee, which shall be composed of two (2) members. The initial members of the Architectural Control Committee shall be **TIM BETON** and **BOB RANDALL**.

3.2 In the event of the death or resignation of any member or members of the Committee, the remaining members shall have full authority to leave the position vacant or to designate and appoint a successor

A CERTIFIED COPY

Attest: APR 08 2008

MARY ANN DAIGLE, County Clerk
Galveston County, Texas
By  Deputy
Robert L. Bultsma

3.3 The record owners of seventy-five percent (75%) of the lots in the Subdivision shall have the power to change the membership of the Committee, or to withdraw all or some of the powers and duties of the Committee. Such action shall become effective upon the recording of a written document specifying the changes made. Until such time as such a recording is duly made, the powers and duties herein granted to the Committee shall remain in effect

3.4 It shall be the general purpose of the Committee to facilitate the maintenance of high standards of architecture and construction in such a manner as to enhance the aesthetic value and structural soundness of the entire subdivision.

3.5 No building, dock, pier, boat house or other structure or improvement shall be commenced, erected, or maintained upon the Subdivision; nor shall any exterior addition to, or change or alteration therein be made; nor shall any landscaping on any lot or lots that would affect drainage, utility, or wetland easements be undertaken until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Committee as to harmony of external design and location in relation to surrounding structures and topography and finished grade elevation. The Committee may refuse to accept or may require changes, deletions or revisions in such plans and specifications in order to insure that the architectural and general appearance of all buildings and grounds be in conformity with the Restrictions and the general appearance of the Subdivision, and that such plans and specifications are not detrimental to the public health, safety, and general welfare of the community. Refusal or approval of plans and specifications or required changes, deletions or revisions in same

may be based upon any reasonable grounds, including purely aesthetic grounds, which, in the sole discretion of the Committee, shall be deemed conclusive and controlling.

All requests for review by the Committee must be made in writing and shall include all plans and specifications necessary for a determination by said Committee. The Committee's approval or disapproval of submitted plans and specifications shall be in writing and notice of their decision given to the property owner within thirty (30) days of the Committee's receipt of such documents. In the Event that the Committee, or its designated representative, fails to approve or disapprove such plans within the above-mentioned thirty (30) day period, then approval may be presumed. A fee of \$250.00 to offset expenses must accompany all requests for review of plans and specifications by the Committee. The fee set forth herein shall be subject to change and effective upon notice.

3.6 The approval or disapproval of submitted plans and specifications is within the sole discretion of the Committee who will be guided by the Restrictions set forth within this document.

The Committee shall not be controlled by said Restrictions in that they will have the authority to approve a variance from these restrictions if, in their discretion, it is deemed appropriate.

3.7 Although minimum standards shall be adopted for the construction of improvements and maintenance of lots within the Subdivision, the Committee may modify or amend these standards if, in their discretion, such action is appropriate.

VARIANCE

ARTICLE IV

RESERVATION OF EASEMENTS AND RIGHTS-OF-WAY

4.1 Declarant reserves the easements, wetlands easements and rights-of-way as shown on the Subdivision Plat and as described in the U S Army Corps of Engineers Permit No. 23896 for the

Wetlands
Conservation
Easements

A CERTIFIED COPY
Attest: APR 08 2008
MARY ANN DAIGLE, County Clerk
Salveston County, Texas
By: Robert L. Pulmacher
Robert L. Pulmacher

purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, cable television, telegraph and telephone line or lines, gas, sewers, or any other utility Declarant sees fit to install in, across and/or under the properties,

4.2 Neither Declarant nor any utility Company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any other property of the owner situated on the land covered by said easements

4.3 It is expressly agreed and understood that the title conveyed by Declarant to any lot or parcel of land within the Subdivisions by contract, deed, or other conveyance shall be subject to any easement affecting same for roadways or drainage, wetland buffer zones, water, gas, sewer, electric light, cable television, electric power, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or any utility facility or appurtenances, thereto constructed by or under Declarant or any easement owner, or their agents through, alone, or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the properties, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved for the benefit of the Declarant.

4.4 The Owners shall not interfere with, construct any improvements, fill, dispose of grass or other plant material on or within the drainage, wetland easements, including wetland buffer zones and other easements, streets and rights-of-way set forth on the Recorded Plat and as described in U S Army Corps of Engineers Permit No 23896. The Owners of Lot Six (6) through Nine (9)

7
of P. 2288
APR 20
SIGNED

have a 30' rear set back wetland easement. Lots Five (5) through Nine (9) have a 15' side setback wetland easement. Lot One (1) through Four (4) have a wetland easement from the top of the existing rip-rap northward and a building setback line. The foregoing easements and setbacks are shown on the Subdivision Plat

4 5 The Owners of Lots One (1) and Two (2) and the Owners of Lots (3) and Lot (4) shall share a common pier with separate access and separate boat houses as more specifically illustrated on Exhibit "A" attached hereto. In relation thereto, each Owner of said Lots shall be responsible for (1) complying with all General Land Office coastal structure registration requirements, (2) City of Galveston building permits, (3) compliance with U.S. Army Corps of Engineers Permit No. 23896, and (4) common or shared maintenance of the pier structure with the adjacent lot owner.

ARTICLE V

ARCHITECTURAL AND STRUCTURAL RESTRICTIONS

5 1 The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereof and such Subdivision Plat, further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. All dedications, limitation, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

A CERTIFIED COPY

Attest: APR 08 2008

MARY ANN DAIGLE, County Clerk
Galveston County, Texas

By Robert L. Bullbacher Deputy
Robert L. Bullbacher

5.2 No building, wall, dock, pier, boat house or other structure or improvement, shall be commenced, erected or maintained upon the Subdivision, nor shall any exterior addition to, or change or alteration therein be made, nor shall any landscaping on any lot or lots that would affect drainage, utility, or wetland easements be undertaken until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by, the Committee as to harmony of external design and location in relation to surrounding structures and topography and finished grade elevation. The Committee may refuse to accept or may require changes, deletions or revisions in such plans and specifications in order to insure the architectural and general appearance of all buildings and grounds be in conformity with this Restrictions and the general appearance of the subdivision, and that such plans and specifications are not detrimental to the public health, safety, and general welfare of the community. Refusal of approval of plans and specifications or required changes, deletions or revisions in same may be based upon any reasonable grounds, including purely aesthetic grounds, which, in the sole discretion of the Committee, shall be deemed conclusive and controlling.

5.3 All residences, structures, buildings or other type structures shall be located wholly within the platted building lines as established by the Subdivision Plat. For single lot owners, no structure or improvement of any type shall be erected, placed upon, or maintained on any building area less than one full lot as designated on the Subdivision Plat. However, owners of two or more contiguous lots may build anywhere within the exterior property lines of the combined lots, providing that they meet the requirements set forth in this section.

A CERTIFIED COPY

Attest: APR 08 2008

MARY ANN DANGLE, County Clerk

Galveston County, Texas

By Robert L. Bulscher Deputy

Robert L. Bulscher

2

5.4 Any single family residence constructed on a lot in the Subdivision must have a main floor living area of not less than sixteen hundred (1600) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages, unless adjusted or waived by the Committee

5.5 The exterior walls of each main dwelling shall be of acceptable wood, concrete, masonry, vinyl or any combination thereof. Materials used on the main building or any outbuilding must be in harmony with the general architectural design of the main building, as determined by the Committee. No asbestos siding may be used for walls or trim. The pitch of the roof of each main building and all out buildings, either attached or detached, is subject to approval of the Committee. Such roof may be constructed out of such other materials as may be approved by the Committee. All building foundations must be made of steel reinforced concrete which is a minimum of four (4) inches thick. All pilings must be poured concrete reinforced with rebar or wood pilings, chemically treated to prevent rot and similar deterioration. Crossole will not be permitted nor will pilings constructed of building blocks. All pilings must be of ample strength, length and width to withstand hurricane force winds, and meet current building codes as to size, spacing and depth of penetration.

5.6 The grade elevations in the Subdivision shall be kept at minimum existing grades of 3' 5" top of riprap, sloping upward to a minimum grade of 5' 0" for the residential building pad to insure positive drainage. The minimum finished floor of ground level carport shall be 5' 5" minimum. No alterations to these grades may be undertaken without written approval of the Committee. All enclosed ground floor areas must have a minimum elevation of 6' 5". The minimum finished floor elevation shall be no less than sixteen (16) feet or as set by the Federal Emergency Management

Association (FEMA), whichever is greater. All elevations are measured against zero (0') feet MSL (Mean Sea Level) as established by the United States Geodetic Survey

5 7 No structure of a temporary character, whether trailer, tent, shack, garage, barn or other outbuilding shall be maintained or used on any lot at any time as a residence, either temporarily or permanently, other than a temporary trailer or similar vehicle used during construction, provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the properties as, in their sole discretion, may be necessary or convenient while selling lots, selling or constructing residences and constructing other improvements upon the properties. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities. No garage, servants' quarters or other accessory structure shall be erected, placed or maintained on any Lot until construction of the main residential dwelling has commenced

5.8 No fence or wall of any type shall be erected, placed or maintained along any building or set back lines

5 9 Under no circumstances shall any lot owner be permitted to deliberately alter the topographic conditions of any lot in any way which would impede the existing drainage patterns without obtaining the approval of the Committee.

5 10 All structures shall have plumbing installations completed and approved by the Committee and current inspection agencies prior to occupancy.

5 11 Electrical service to all structures in the Subdivision shall be underground

A CERTIFIED COPY

Attest: APR 0 8 2008

MARY ANN DAIGLE, County Clerk,
Galveston County, Texas

By Robert L. Bullbacher Deputy
Robert L. Bullbacher

5 12 Any house, structure, or improvement commenced on any lot in the subdivision shall be completed within nine (9) months after the beginning of such construction, or within such additional time as may be approved in writing by the Committee, and no partially completed house, structure or improvement of any type shall be permitted to remain on said property beyond said

period of time

5 13 The construction of swimming pools and/or tennis courts and appropriate fencing around the same shall be permitted, however, the plans and specifications for such are subject to the approval of the Architectural Control Committee prior to construction. Swimming pools and tennis courts must be fenced in and shall comply with all local ordinances concerning such Swimming pools shall, at a minimum, be completely enclosed within a fence at least five (5') feet in height that has sharp prongs on the upper edge and which fence shall have an automatic self-closing, self-latching gate


ARTICLE VI

USE RESTRICTIONS

6 1 Each lot in the Subdivision shall be used only for the construction of a single family residence and no building shall be designed for, or erected, placed, occupied, altered, or permitted to remain on any lot or portion thereof other than a single family residence and attached or separate garage Except for the use of a room within a residence as an in-house office, which office use is secondary to the residential use on the Lot, no business, commercial, industrial trade, professional or other nonresidential activity or use of any nature, type, kind or description shall be conducted upon or from any single family residence No modular home, geodesic dome, tent, shack, lean-to, or other

outbuilding may be placed, moved, erected, or permitted to remain on any lot in the Subdivision, temporarily or permanently, by either an owner of any lot in the Subdivision or any guest of any such owner. No structure or any part of the property shall be occupied or used as a residence, temporarily or permanently, until the exterior thereof is completely finished and all plumbing, electrical and sewage facilities have been fully installed and connected as required hereinafter

*5 foot
Trench
Perimeters*



6.2 Nothing in this Declaration shall prevent the rental of a single family residence on a Lot in the Subdivision by the Owner thereof for residential purposes, provided that the rental term is for no less than three (3) months; provided further, that all leasees shall be and are hereby bound to comply fully with the terms, covenants and restrictions of this Declaration and the primary term of the lease is for. During any period of such rental, the owner of the Lot shall remain liable for complying with all terms of this Declaration. No "time share plan" or any or any similar plan of fragmented or interval ownership of said single family residence shall be permitted on the Property

6.3 No noxious or offensive activity shall be carried on, upon any lot nor shall anything be done there which may become an annoyance to the neighborhood. The display or shooting of firearms, fireworks, or firecrackers, is expressly forbidden.

6.4 No signs of any kind shall be kept or displayed to the public view (except by the Declarant or its assigns) other than name and street numbers signs, or other than one (1) professional sign with a maximum size of five (5) square feet advertising the property for sale

6.5 No animals, including pigs (except as permitted by city ordinances), hogs, swine, poultry, fowl, wild animals, reptiles (except turtles, lizards and non-venomous snakes kept and contained solely within the residence), horses, cattle, sheep, goats or any other type of animal not

considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept or maintained on the property. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of the Owner unless confined on a leash

6.6 All lots shall be kept in a neat and orderly fashion so as not to detract from the aesthetics of the Subdivision Should the Committee or, after its inception, determine that any lot is not being so kept, they shall have the right to enter the land for such purposes as lawn maintenance and assess costs against the property owner

6.7 No lot shall be used or remain as a dumping ground for rubbish Trash, garbage, or other waste materials shall not be kept except temporarily in sanitary containers with lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition No lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except, that new building materials used in the construction of improvements, erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which, these materials shall either be removed from the lot or stored in a suitable enclosure on the lot.

6.8 The owners or occupants of all lots 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 materials and equipment except for normal residential requirements or incident to construction of improvements thereon

A CERTIFIED COPY
Attest: APR 08 2008
MARY ANN DAIGLE, County Clerk
Galveston County, Texas
By Robert L. Bultscher Deputy
Robert L. Bultscher

6.9 No boats, other than those used for recreational purposes, shall be allowed to operate, be anchored, stored or docked in any manner in the Subdivision at any time

6.10 No unsightly article shall be permitted to remain on any Lot so to be visible from any adjoining Lot or public street. No vehicle shall be parked on any Lot in the Subdivision except on a paved parking surface, driveway or within a garage. No trucks, trailers or vehicles that are primarily used for commercial purposes, other than those temporarily present on business, may be parked on any Lot in the Subdivision. Boats, boat trailers, utility trailers, campers, travel trailers, mobile homes, recreational vehicles and the like, and any vehicles not in operable condition and validly licensed, shall only be permitted to be kept or stored on any Lot if such are kept inside a garage and concealed from public view. No boats of any size or type which are unsightly, oversized or have an unusually loud motor will be allowed to operate or be moored in or about the Subdivision.

6.11 No hunting of any kind shall be permitted within the Subdivision. The discharge of any and all firearms is also strictly prohibited. Although recreational fishing shall be permitted, a fixed net or fixed fishing line which could in any way interfere with the navigability may not be utilized

BR PUESTA DEL SOL, LTD.

By **BEETON RANDALL MANAGEMENT, LLC,**
General Partner


TIMOTHY BEETON, President

A CERTIFIED COPY
Attest: APR 08 2008

MARY ANN DAIGLE, County Clerk
Galveston County, Texas

By Robert L. Bullbacher, Deputy
Robert L. Bullbacher

STATE OF TEXAS §
 §
COUNTY OF GALVESTON

This instrument was acknowledged before me on the 2nd day of April, 2008,
by **TIMOTHY BEETON**, as President of **BEETON RANDALL MANAGEMENT, LLC**, a
Texas limited liability company, General Partner of **BR PUESTA DEL SOL, LTD.**, a Texas
limited partnership, on behalf of said Partnership



Lisa J. Richards

Notary Public, State of Texas

A CERTIFIED COPY
Attest: APR 08 2008
MARY ANN DAIGLE, County Clerk
Galveston County, Texas
By *Robert L. Bullecher* Deputy
Robert L. Bullecher

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the 2nd day of April, 2008,
by **TIMOTHY BEETON**, as President of **BETON RANDALL MANAGEMENT, LLC**, a
Texas limited liability company, General Partner of **BR PUESTA DEL SOL, LTD.**, a Texas
limited partnership, on behalf of said Partnership



Lisa J. Roberts

Notary Public, State of Texas