

SANDY SHORES

No.

: Reg. No. 10117
 : Restrictions
 : Dated,
 : Filed,
 : Recorded, Vol. 1616 Page 201 Deed
 : Records, Galveston County, Texas

H. B. Foster

- to -

The Public

The STATE OF TEXAS |
 |
 County of Galveston |

WHEREAS, H. B. Foster has now acquired title to a tract of land described as follows:

Tract No. 1

Beginning at a point for corner set in the intersection of the Westerly line of the Easterly 1/3 of said Kahla 375 acre tract and the Southerly right-of-way line of State Highway 87 and point being 7224.3 feet Easterly of the Westerly line of said Burrell Franks Survey measured along the Southerly line of said State Highway 87.

Thence from said beginning point South 42 deg. 45 min. East and along the Westerly line of the East 1/3 of the 375 acre Kahla tract, same being the Easterly line of Holiday Beach Subdivision according to map of said Subdivision of record in Volume 254-A Page 84, in the office of the County Clerk of Galveston County Clerk of Galveston County, Texas, a distance of 1941.12 feet, more or less to point for corner on the apparent vegetation line of the Gulf of Mexico.

Thence South 62 deg., 28 W Northeasterly with the meanders of the apparent vegetation line of the said Gulf of Mexico, a distance of 1377.27 feet, more or less, to point for corner;

Thence North 42 deg., 45' West 1815.91 feet more or less, to a point for corner set in the Southerly right-of-way line of said State Highway 87;

Thence South 67 deg. 22 min, west along and with the Southerly right-of-way line of State Highway 87, a distance of 1415.80' to the place of Beginning, and containing approximately 60.225 acres.

Tract No. 2

All the land lying between the South boundary line of the above described Tract (1) and the Gulf of Mexico, containing 60.225 acres more or less, in Galveston County, Texas, according to the recorded plat thereof, which tract of land is now in process of being surveyed and laid out into lots, blocks, and streets for the purpose of forming a subdivision thereof, to be improved by the construction of residences, Multifamily, Motels and other Commercial Business, and sale of same to various purchasers; and,

WHEREAS, it is the desire and purpose of the said H. B. Foster to create, establish, and carry out a uniform plan for the improvement and sale of said property and of the several lots into which the same will be subdivided for the benefit of all future owners of each and every lot and parcel of land; and in order to effect said purpose, the owners now impose the following uniform restrictions, covenants, conditions, and reservations on all said property.

Now, therefore, the following restrictions, covenants, conditions, and reservations are hereby adopted and established by said H. B. Foster, to apply uniformly on the use and conveyance of all of the above described property and each and every portion thereof; and each contract or deed which may hereafter be executed with regard to any portion of the above described property

shall be construed to have been executed, delivered, and accepted upon the following restrictions, covenants, conditions and reservations regardless of whether or not the same are set out in full in said deed or by reference or omitted entirely from such contracts or deeds.

PART B. AREA OF APPLICATION

B-1. FULL PROTECTED RESIDENTIAL AREAS. The residential area covenants Part C in their entirety shall apply to all lots in the Subdivision to be laid out excepting that portion marked "Reserved" on the South side of Highway 87; also Lots 36 to 54 inclusive to be used for Commercial purpose such as Motel and Mobile Homes and other Commercial Business.

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars, which may be attached, detached, or under living quarters.

C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications, a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony and external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be created, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be provided in Part "G".

C-3. DWELLING, QUALITY, SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than six hundred (600) square feet for a one-story dwelling, nor less than six hundred (600) square feet for a dwelling of more than one story. All garages constructed after completion of the main dwelling shall be in harmony with the main dwelling.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the record plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line or nearer than five (5) feet to any lot side line, whether side street or an interior lot line, except that a garage or other permitted accessory building located at least seventy (70) feet from the minimum building set back line shall be located not less than three (3) feet from an interior lot side line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building, or a lot to encroach upon another lot. Buildings to be parallel to inside property side lines.

C-5. LOT AREA AND WIDTH. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than fifty (50) feet at the minimum building setback line and an area of less than Five thousand, five hundred (5,500) square feet.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

C-7. NUISANCES. 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 nuisance to the neighborhood. No lot shall be used for automobile wrecking junk yard, or other junk purposes.

C-8. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, tent shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, except as provided in Part "B-1".

C-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than Ninety Six (96) square feet advertising the property for sale or rent, or signs used by a building to advertise the whole subdivision during the construction and sales period.

C-10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot, no derrick or other structure designed for use in boring for oil or natural gas be erected, maintained or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. 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 purposes.

C-12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. 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.

C-13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of the driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-14. FENCES, WALLS, AND HEDGES. No fence, wall or hedge shall be placed nearer the street than the front building setback lines as shown on the recorded plat.

C-15. PLUMBING. All plumbing shall be connected with sanitary sewer or concrete septic tanks constructed in accordance with applicable governmental regulations and no outside toilets or cesspools shall ever be permitted in the subdivision.

C-16. NO STRUCTURE OR BUILDING of any nature shall be moved onto any residential lot unless written consent be obtained from the developers or their appointees.

PART G. ARCHITECTURAL CONTROL COMMITTEE.

G-1. MEMBERSHIP. The Architectural Control Committee is composed of H. B. Foster, Vera Foster, and Kent Foster. 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 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.

G-2. PROCEDURES. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) 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.

PART H. GENERAL PROVISIONS.

H-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

H-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages.

H-3. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, WE have hereunto set our hands, this 22nd day of May A. D., 19 70.

BY: H. B. Foster
H. B. Foster

THE STATE OF TEXAS

County of Jefferson

BEFORE ME, the undersigned authority, in and for Jefferson County, Texas, on this day personally appeared H. B. Foster, whose name is subscribed to the foregoing instrument, 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, and in the capacity therein stated, and acknowledged the same to be the act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of May A.D., 19 70.



Clara Anderson Notary Public,
in and for Jefferson County, Texas

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

JUN 10 1970

FILED FOR RECORD
at 11:30 o'clock A M
JUN 10 1970
GERTRUDE McKENNA
CLERK CO. CL. GALVESTON COUNTY, TEXAS
By Agloxia Musca Deputy



Gertrude McKenna
COUNTY CLERK, Galveston County, Texas