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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ISLA DEL SOL

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS DECLARATION made on the date hereinafter set forth by
HOMECRAFT LAND DEVELOPMENT, INC., a Texas corporation, acting
herein by and through its duly authorized officers, hereinafter
referred to as "Declarant":

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of that certain tract of
land situated in Galveston County, Texas, which has been
subdivided into ISLA DEL SOL, a subdivision according to the map
or plat thereof recorded in Volume 17, Pages 121 through 124 of
the Plat or Map Records of Galveston County, Texas.

NOW, THEREFORE, Declarant hereby declares that the Common
Areas and all of the Lots (as those terms are defined in Article
I) shall be held, sold and conveyed subject to the following
easements, restrictions, covenants and conditions, which are for
the purpose of protecting the value and desirability of, and
which shall constitute covenants running with the real property
and be binding on all parties having any right, title or interest
in the described properties or any part thereof, their heirs,

RETURN TO:
TEXAS AMERICAN TITLE CO.
8303 Southwest Frwy.
Houston, TX 77074
100-K5

successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to ISLA DEL SOL HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to only the Lots, the Canal and the Common Areas as defined below.

Section 4. A. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties or a residential building site resulting from a consolidation or resubdivision of a Lot pursuant to these restrictions, if so permitted herein, with the exception of property designated thereon as "Reserves" or "Common Area", if any.

B. "Canal Lots" shall be all of those Lots for which one Lot boundary line is the Canal described in Section 5 of this Article One (I).

Section 5. "Canal" shall mean and refer to that water area or channel within ISLA DEL SOL which was dredged and onto which a Lot borders.

Section 6. "Common Area" shall mean all real property together with the improvements thereon owned by the Association for the common use and benefit of the Owners. "Common Area" shall include but shall not necessarily be limited to, "Homeowners Beach Parking"; "Boat Launch", Block 9, Lots 1, 2 and 3; "Boat Launch Parking", Block 4, Lots 20, 21 and 22; the "Canal"; "Wetlands", both fresh and saltwater; the "Fishing Pier"; Lots 2 and 4 of Block 39, and Lots 1 and 3 of Block 38 of the West Beach Subdivision to Galveston County, Texas; the U. S. Army Corp of Engineers permit number 15759, said permit being attached hereto as Exhibit "A" and made a part hereof for all purposes and considerations; and the "Canal Easement" from the State of Texas described in Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 7. "Declarant" shall mean and refer to HOMECRAFT LAND DEVELOPMENT, INC., its successors or assigns.

Section 8. "Boathouses" shall mean and refer to any structure that serves for mooring, docking and storing of a boat on the water within the properties.

ARTICLE II
USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one single-family residential dwelling not to exceed two (2) stories in height, which may have a private garage, enclosed storage or carport. No living area will be permitted on a level below the BFE defined in Section 5B of this Article, and no more than 300 square feet may be enclosed on any level below the BFE. All residential structures including decks built at ground level must be a minimum of fifteen (15) feet from the bulkhead, said distance to be measured from the edge of the bulkhead nearest to the center of the lot. A walkway elevated to the level of the BFE, not to exceed ten (10) feet in width may be constructed, however, so as to connect the main residential structure to the permitted boathouses. The designation "single-family residential dwelling" shall not preclude the main residential structure from being leased or rented in its entirety as a single residence to one family or person.

Section 2. Architectural Control. No building, boathouse, fence, wall, swimming pool, play ground equipment, outdoor cooking or eating facility of a permanent nature or other structure of any kind shall be commenced, or changes made in the

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design thereof after original construction, on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee, on a request form which may be obtained from the Architectural Control Committee or its duly authorized representative, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. The initial members of the Architectural Control Committee shall be Mike O'Kelley, Steve T. Hackney and John Nelson. If there exists at any time one or more vacancies in the Architectural Control Committee, the remaining member or members of such Committee may designate successor member(s) to fill such vacancy or vacancies provided that Declarant may from time to time, without liability of any character for so doing, remove and replace any such member of the Architectural Control Committee, or fill any or all vacancies on the Architectural Control Committee as it may in its sole discretion determine. The Declarant, Architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. Any request for approval hereunder shall be deemed to

be disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for approval within thirty (30) days of receipt by the Architectural Control Committee of such request. Declarant hereby retains its rights to assign the duties, powers and responsibilities of the Architectural Control Committee to the ISLA DEL SOL HOMEOWNERS' ASSOCIATION, INC., and the term "Architectural Control Committee" herein shall include the Association, as such assignee. The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in this paragraph or elsewhere in this Declaration to the contrary notwithstanding, the Architectural Control Committee, and its duly authorized representative, is hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications of and deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or

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improvement on any subdivision Lot and of the size and location of any such building or improvement when, in the sole and final judgment and opinion of the Committee, or its duly authorized representative, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Properties and its improvements as a whole.

The Architectural Control Committee may require the submission to it of such documents and items (including as examples, but without limitation, written requests for and descriptions of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee must evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitation,

the type of alternate materials to be permitted, and alternate fence height approved or specifying the location, plans and specifications applicable to an approved out building), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's duly authorized representative). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for a variance within thirty (30) days. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning and/or the term of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted it being the intention of Declarant that no variances be available except at the discretion of the Architectural Control Committee, or if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association.

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After the plans for construction have been approved pursuant hereto, and the pilings have been set, the Lot Owner or builder shall have a maximum of six (6) months to complete the exterior construction. Exterior construction shall be deemed complete when the structure or structures have been painted or stained, and when all construction materials and debris have been cleaned up and removed from the site.

It shall be the responsibility of the Lot Owner during construction to remove in a timely manner all trash, lumber, and debris of any other description associated with such construction upon completion of construction, to completely remove all remaining construction debris from his Lot. If, in the opinion of the Committee, a Lot Owner fails to remove such construction debris in a timely manner, the Committee shall have the option to cause such debris to be removed from the Lot, and the cost of such work shall be charged to the Lot Owner and shall be payable upon demand to the Committee. Any amounts owing to the Committee hereunder shall be secured by the Vendor's Lien hereinafter mentioned in Article IV Section 1.

The Architectural Control Committee shall have no authority to approve any variance except as expressly provided in this Declaration.

The Architectural Control Committee will charge no fee for the processes outlined above until such time as (i) the Declarant is no longer operating within ISLA DEL SOL and (ii) the Declarant has assigned the duties of the Architectural Control Committee to the Board of Directors of the Homeowner's Association. After (i) the Declarant is no longer operating within ISLA DEL SOL and (ii) the Declarant has assigned the duties of the Architectural Control Committee to the Board of Directors of the Association, the Architectural Control Committee may establish a processing fee for its services.

Section 3. Minimum Square Footage Within Improvements. All living area must be above the BFE as defined in Section 5B of this Article. The living area on the first floor of the main residential structure (exclusive of porches and garages) shall be not less than Eight Hundred (800) square feet, nor less than Six Hundred (600) square feet for a dwelling of more than one story. The total square feet for a multi-story dwelling shall not be less than One Thousand (1,000) square feet.

Section 4. Location of the Improvements Upon the Lot. No building or other improvements shall be located on any Lot so as to encroach upon the minimum building setback line shown on the recorded plat for ISLA DEL SOL. No building shall be located on any Lot nearer than ten (10) feet to any side street line. No

building or permanent structure of any type shall be built, placed or permitted to remain on any portion designated as "Open Space Reserve" or "Wetland Reserve" on the map or plat of the subdivision, as recorded in the office of the County Clerk of Galveston County, Texas.

Section 5. Type of Construction and Materials.

A. Hurricane resistant structures require extensive forethought during the building design process as well as during construction. Successful high wind resistant structures are a direct byproduct of sound engineering principles and good construction practices that implement these principles. The purpose of the Architectural Controls for seacoast construction is to utilize techniques in buildings that intend to survive high winds and water.

B. The bottom of the structural member supporting the first floor (excluding the pilings and columns) shall be elevated up to, but not more than two (2) feet above the Base Flood Elevation (BFE). The BFE is set in feet and inches and is the height above mean sea level.

C. Every structure, building or addition thereto shall be affixed to the ground in a permanent manner.

D. All elevated structures shall be built on pilings or other type of elevated foundation designed so that the foundation

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will aesthetically conform to standards set by the Architectural Control Committee.

E. All pilings put in place for purposes of supporting a dwelling unit shall be constructed of reinforced concrete. Concrete block will not satisfy this condition. Square wood pilings will be permitted in addition to the aforementioned concrete pilings. Round wood pilings, however, will not be permitted. No elevated structure or house may be erected on any Lot unless the plans and specifications therefor provide for the structure or house to have a minimum of eighteen (18) inches overhang past the pilings, and pilings must be sunk a minimum of ten (10) feet.

F. No angle bracing from pilings to floor stringers will be permitted. Elevated structures may be cross-braced against the floor joists to prevent racking of structures, and floor joist stringers must be of adequate size to carry floor joists without angle bracing from the pilings to the stringers.

G. Stairways shall be constructed of wood and of open riser and balustrade design to allow for flood waters free passage. Posts may be veneered with wood sidings, brick or stone if deemed complementary aesthetically. Stairs and posts shall be secured and constructed so as not to be dislodged during high water.

H. Roofing shape may take any variety of form; shed, gable, flat or hipped. Tiled roofs and built-up gravelled flat roofs shall not be allowed because of the possibility of the rocks or tiles becoming dangerous projectiles during high wind conditions. Mansards, gambled, kumped, domed, etc. type of roof shapes shall be discouraged and must have specific written approval of the Architectural Control Committee.

I. Window frames may be made of wood or metal. No glazing of windows or patio door glass shall be of a reflective nature.

J. Grade level sidewalks and patio decking shall be of concrete or wood; if wood, the wood must be either natural or stained and must be secured by pilings so as not to permit their dislodgement during high water conditions.

K. No restrictions shall be placed on the interior construction of any structure other than the use of materials or construction techniques that may weaken or reduce the structural integrity of the structure. No restrictions are placed on paint, wall coverings or color selections of the interior of any structure.

L. All houses and other structures must be kept in good repair, and painted when necessary to preserve the attractiveness thereof, but in any event, all structures will be repainted a minimum of once every five (5) years. Paint colors must be

designated for all exterior painting and repainting, and all exterior painting and repainting must be approved by the Architectural Control Committee prior to painting or repainting.

M. Privacy walls or fences which are intended to enclose or screen shall not be permitted below the Base Flood Elevation of any structure unless permitted by specific written approval of the Architectural Control Committee.

N. No clothes lines outside any building shall be permitted.

O. No sculptures, fountains, bird baths, bird houses, buoys, anchors or other yard decorations where visible from any street or from the Canal are permitted without approval from the Architectural Control Committee.

P. No window air conditioning units or wall penetrating type air conditioning units shall be permitted.

Q. Mail boxes will be provided at a central location; no other mail boxes will be allowed.

R. Street numbers expressed in Arabic Numerals six (6) inches in height will appear only on the residential structure and only on the side of the residential structure facing the street. No lettering or other signage of any style or type will be permitted to be attached to the residential structure.

S. Recreational playground equipment must not be visible from any street.

T. Toilet facilities of all houses shall be installed inside each house, and shall be connected before use with a sewage disposal system approved by Galveston County, Texas. No other sewage disposal system will be permitted in the Properties other than a central sewage system serving the Properties. No septic tank or privy shall be installed, erected or maintained on the Properties. Nothing herein contained to the contrary shall prevent the installation and use of sanitary sewer facilities by a governmental authority in the Properties. Each Lot Owner will, at his expense, extend his residence connection line to an outside perimeter of the Lot as designated by Declarant or a governmental authority, as the case may be.

U. Upon completion of a house each Lot Owner shall install a concrete driveway extending to the street pavement; the minimum width, at any point must be eighteen (18) feet. Notwithstanding the foregoing, however, the Architectural Control Committee shall have the right to consider and approve or disapprove, in its sole discretion, other types of driveway pavement upon written request of the Lot Owner.

V. Notwithstanding anything herein contained to the contrary, building modules may be raised in the Properties

provided however that no such building module may be raised with horizontal or vertical type aluminum siding, and provided further that each such building module to be raised in said Properties must first be approved by the Architectural Control Committee.

W. A semi-underground electric distribution system will be installed, which semi-underground service area shall embrace some or all of the Lots in the Properties. The Owner of each Lot in the Semi-Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of the local governing authorities and the national electric code) the underground service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own expense, furnish, install, own and maintain a meter loop (in accordance with the current standards and specifications of the electric company furnishing service) for the location and installation of the meter on such Owner's Lot. For as long as

semi-underground service is maintained, electric service to each Lot in the Semi-Underground Residential Subdivision shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle alternating current. All residential structures within the Properties must be wired for total electric service; no tanks for the storage of propane, butane or similar flammable gases will be allowed on the Properties, except those connected to portable Bar-B-Que grills, and then said tanks must have total dimensions not exceeding ten (10) cubic feet.

Section 6. A. Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the Architectural Control Committee. Irrespective of the foregoing provisions of this paragraph, the maintenance assessment hereinafter set forth shall be and remain applicable to all Lots as originally platted.

B. Resubdivision of Lots. No Lot shall be resubdivided without the prior written consent of the Architectural Control Committee.

Section 7. Easements. A. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure of any kind shall be erected upon any of said easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or improvements of the Owner located on the land within or affected by said easements. Declarant reserves the right to grant (without the consent of any Lot Owner) such additional easements as may, in the opinion of Declarant, be necessary to properly serve the Properties' requirements.

B. Additional easements are of record in the office of the County Clerk of Galveston County and should be observed and respected.

Section 8. Prohibition of Trade and Offensive Activities. No activity, whether for profit or not, shall be conducted on any Lot or within the Properties (including the Canals) which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or shall become an annoyance or a nuisance to the neighborhood.

Section 9. Use of Temporary Structures. Temporary structures may be used as building offices and for related purposes during the construction and sales period. Such structures shall be inconspicuous and slighty and shall be removed immediately after completion of construction and shall be subject to approval of the Architectural Control Committee.

Section 10. Storage of Automobiles, Boats, Trailers and Other Vehicles. Travel trailers and inoperative automobiles shall not be stored on the Properties. No boat trailer, boats, campers, or vehicles of any kind shall be stored in the public street right-of-way or forward of the front building line for more than forty-eight (48) hours. Boat trailers, boats, travel trailers, campers and vehicles shall be secured in the event of adverse weather conditions.

Section 11. Mineral Operation. 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 any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 12. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot

except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type animal is kept. Dogs may not be tied up or chained up or allowed to roam the Properties. Dog runs will be allowed only if approved by the Architectural Control Committee.

Section 13. Drainage Structures. Drainage structures under or across private driveways shall be of sufficient size to accommodate the culvert as described herein without causing the driveway to be elevated above the street level, drainage structures shall be buried underneath the private driveway, and shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. The minimum size of culverts shall be 1 and 3/4 square feet (18-inch diameter pipe culvert). Culverts must be placed so as to not impede drainage. Culverts are to be supplied by said Lot owner and installed by the City of Galveston Public Works Department once the exact location of driveway is known. Said culvert installation will not relieve the responsibility on the part of the Lot owner for proper placement, so as not to impede drainage. If any culvert is found to be impeding the flow of water or is found to be retaining water for a period of more than

forty-eight (48) hours, then at the discretion of the Architectural Control Committee, the Architectural Control Committee will contact the Lot owner and City of Galveston Public Works Department to have any culvert reinstalled, so as to comply with this Section.

Section 14. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the streets within the triangular area formed by the curb lines of the streets involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines shall be placed, planted or permitted to remain on any corner Lots.

Section 15. Lot Maintenance. The Owner or occupants of all Lots shall at all times keep all grass and weeds thereon cut in a sanitary, healthful and attractive manner. Flower beds, if any, shall be kept weeded at all times and at no time shall grass and weeds be allowed to attain more than six (6) inches in height. Owners or occupants shall in no event use any lot for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law)

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of any such materials is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days with the exception that a maximum of thirty (30) days is granted to clear debris and repair damage due to hurricanes or other acts of God, the Association, Declarant or its assigns, may without being under any duty to so do, and having no liability in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash or rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. Any charges so incurred shall be secured by the Vendor's Lien hereinafter provided.

Section 16. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except one sign for each building site, of not more than six (6) square feet, advertising the property for sale. The

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Association, Declarant, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on any of said Lot(s) which does not conform to the preceding sentence, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Notwithstanding the foregoing limitation regarding signs, advertisements, billboards or structures Declarant or its assigns, may maintain, as long as it owns property in ISLA DEL SOL, in or upon such portion of the Properties as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation to offices, storage areas, model units and signs, and Declarant may use, and permit such builders (who are at the relevant time building and selling houses in ISLA DEL SOL) to use residential structures, garages or accessory buildings for sales offices and display purposes. U. S. Home is hereby specifically given the right to maintain a trailer on the properties. All of Declarant's rights under this section shall be operative and in effect only during the construction and sales period within the area.

Section 17. Filling and Digging or Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is prohibited except where necessary in conjunction with landscaping

or construction being done on such Lot. No filling material which will have the effect of changing the grade level of any Lot shall be placed on such Lot without the prior approval in writing of the Architectural Control Committee.

Section 18. Maximum Height of Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, houses or buildings. Television antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Free-standing antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either free-standing or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the Lot. No parabolic dish antennae will be permitted on any Lot.

Section 19. Hunting. No hunting nor the discharge of firearms shall be permitted within the Properties.

Section 20. Trash Receptacles. All garbage and trash shall be placed and kept in covered containers and all such containers shall be placed within a solid-faced four sided enclosure which allows for drainage so as to avoid accumulating water. The wooden enclosure shall be constructed not to exceed thirty-six

(36) inches in height and be permanently fixed to the ground. The exposed sides shall be painted, stained or oiled with the same material used on the exterior of the dwelling. Location of the enclosure shall be adjacent to and facing the street and shall be within the legal property Lot lines.

Section 21. Landscaping. No weeds, rubbish, debris or other materials shall be placed or permitted to accumulate upon any portion of the Properties in a manner which, in the opinion of the Architectural Control Committee, renders the Lot unsanitary, unsightly or offensive. In the event of the failure of an Owner to comply with any of the foregoing requirements, the Association or its authorized agents, shall have the right to enter upon the offending property and remove weeds, rubbish or other materials and do all things necessary to place such property in compliance with this section, including the installation of landscaping. The Owner of an offending property shall be personally liable, and his property shall be subject to a Vendor's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within five (5) days after receipt of written demand therefor.

Section 22. Bulkhead Maintenance. The Owner or occupants of all Canal Lots shall at all times maintain the integrity of their portion of the bulkhead. In the event of default on the part of the Owner or occupant of any Canal Lot in observing the above requirement, such default continuing after ten (10) days written notice thereof, the Association, Declarant or its assigns, may without being under any duty to so do, and having no liability in trespass or otherwise, enter upon said Lot and do anything necessary to secure compliance with this restriction and place said bulkhead in sound condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. No owner can alter the bulkhead in any manner without the written consent of the Architectural Control Committee, including, without limitation, the drilling of holes or attachment of any objects thereto.

Section 23. Docking of Boats. No boat or other vessel may be tied up in front of a Canal Lot if the length of said boat or vessel exceeds three-fourths ($3/4$) of the length of the Lot line for the Lot in question. Nor may a boat or other vessel be tied up in front of a Canal Lot if the width of said boat or vessel exceeds one-third ($1/3$) of the distance between the Lot line of

the Lot in front of which the boat or vessel is tied and the opposite side of the Canal.

Section 24. Boathouses. Any boathouse, if a lot owner should elect to have one, must be built during or after construction of the main residential structure. A boathouse may not be attached in any manner or means to the bulkhead cap or wall. Structural pilings for a boathouse must be sunk in the canal to a depth sufficient to maintain the structural integrity of the boathouse. Partial or complete enclosure of the sides of a boathouse will not be permitted. All boathouses must have a roof or roof/deck combination not to exceed the perimeter of the structure by more than an eighteen inch overhang on each of the four sides. Trim work on boathouses must be oiled, stained or painted so as to harmonize with the residential structure in the opinion of the Architectural Control Committee. Boathouses, as that term is defined in Article I hereof, for Block 10, Lots 5, 6, 7, 16, 17, 18, 27, 28, 29, 38, 39 and 40 will not require roofs. Unless otherwise set forth herein, all boathouses shall extend from the bulkhead into the canal a distance of not more than fifteen feet, and boathouses may be no wider than two-thirds (2/3) of the lot line as it fronts the canal. The "two-thirds (2/3) of the lot line" measurement will be measured parallel to the bulkhead, except for Block 10, Lots 6, 17, 28 and 39. For

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Block 10, Lots 6, 17, 28 and 39, the boathouse may extend from the bulkhead into the canal not more than twenty-eight feet with the sides parallel to the bulkhead being not more than fifteen feet in width. All boathouses must provide mooring, docking or storage in a manner parallel to the bulkhead, except for Block 10, Lots 6, 17, 28 and 39. Boathouses must be located in such a manner so as to permit ease of entry and exit of a boat without endangering other structures.

Section 25. Lighting. No Owner or occupant of a Lot may place any light on any Lot which would reasonably cause offense to the Owner or occupant of any other Lot. In the case of a dispute over this matter the Architectural Control Committee or an agent appointed by said committee shall be the final arbitrator on the placement of any light.

Section 26. Operation of Vehicles. No off road vehicles will be permitted anywhere within ISLA DEL SOL, including, without limitation, the Wetland Reserves. The Wetland Reserves are those parts of the properties not designated on the plat of ISLA DEL SOL as lots, streets or canals. All vehicles operated within the Properties must be licensed for operation on public streets, and all vehicles operated within the Properties must be operated by individuals licensed to operate such vehicles.

ARTICLE III

ISLA DEL SOL HOMEOWNERS' ASSOCIATION, INC.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Holders of future interests not entitled to present possession shall not be considered as Owners for the purposes of voting hereunder.

Class B. The Class B member(s) shall be Declarant or its successors or assigns and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (A) when the total votes outstanding in the Class A

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membership equal the total votes outstanding in the Class B membership, including duly annexed areas; or

(B) January 1, 1995.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, in the case of each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements or for repayment of funds borrowed and used in payment for capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing Vendor's Lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. Such vendor's lien is hereby reserved against all Lots and assigned to the Association without recourse on Declarant.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the maintenance and upkeep of the Properties and to promote the recreation, health, safety, and welfare of the Owners/residents of the Properties.

Section 3. Maximum Annual Assessment. Until January 1, 1986, the maximum annual assessment per Lot shall be Two Hundred Forty and No/100 Dollars (\$240.00) per Lot, payable monthly in equal amounts, prorated for the number of months left in the year. From and after January 1, 1986, the maximum annual assessment per Lot shall be Six Hundred and No/100 Dollars (\$650.00) per Lot, payable monthly in equal amounts.

A. From and after January 1, 1986, and until homes have been constructed on 75% of the Lots, the maximum annual assessment may be increased by the Board of Directors each year up to an amount equal to not more than twenty percent (20%) above the maximum annual assessment which could have been made without a vote of the membership in the case of the previous year.

B. From and after January 1, 1986, and until homes have been constructed on 75% of the Lots, the maximum annual assessment may be increased by the Board of Directors in excess of twenty percent (20%) of the maximum assessment for the previous year by a vote of those persons or entities entitled to

cast two-thirds (2/3) of the eligible votes either in person or by proxy, at a meeting duly called for such purpose.

C. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum; such maximum will cease to exist, however, upon the completion of homes on 75% of the Lots.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessment authorized above, the Board of Directors of the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. Such special assessments may not be greater than the amount of the annual assessment for the year in which the special assessment is levied unless voted for affirmatively by the owners of at least Fifty-One percent (51%) of the lots within the Properties.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any special meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be mailed (by U.S. first class mail) to

all members, at the last address made known to the Association by each of the members, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement, but the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting of the membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any increase shall receive the approval (favorable vote) of at least a majority of the members present, in person or by proxy.

Section 6. Rate of Assessment. All Lots in ISLA DEL SOL, owned by Owners other than Declarant shall commence to bear their applicable maintenance fund assessment simultaneously, but Lots in ISLA DEL SOL, owned by Declarant are exempt from assessment until January 1, 1988. Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with provisions of Sections 3 and 7 hereof. Lots in ISLA DEL SOL which are owned by Declarant, a

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builder, or a building company, shall be assessed at the rate of one-fourth (1/4) of the annual assessment above. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident changes, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessment provided for herein shall commence as to all Lots in ISLA DEL SOL, on the first to occur of the following: (i) the first day of the month following the closing of the sale of a Lot to an Owner other than Declarant or (ii) March 1, 1985. The annual assessment shall be adjusted according to the number of months remaining in the then current calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto. The payment dates shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any

delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of fifteen percent (15%) per annum. The Association may bring action at law against the Owner personally obligated to pay the assessment, or judicially foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the Lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment Lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the Lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments

thereafter becoming due or from the lien thereof, but such Lien shall exist as, and constitute, a separate and distinct charge and Lien on each Lot.

ARTICLE V

ASSOCIATION RULES

Section 1. Adoption, Amendment and Repeal. The Association may, from time to time, and subject to the provisions of this Declaration adopt, amend and repeal rules and regulations, to be known as "the Association Rules", governing, among other things:

- A. use of the Common Area;
- B. collection and disposal of refuse;
- C. future use of any closed circuit or cable television system.
- D. use of the Common Area by persons other than Owners and their families, invitees, licensees, lessees and guests.

Section 2. Restriction of Use. The Association Rules may, without limitation and to the extent deemed necessary by the Association, in order to preserve the benefits of the Common Area for all Owners and their families, invitees, licensees, lessees and guests, restrict and govern the use of the Common Area by any guest, by any Owner, by the family of such Owner, or by an invitee, licensee or lessee of such Owner; provided, however, that with respect to use of Common Area, the Association Rules

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may not discriminate between Owners and the families and lessees of Owners.

Section 3. Restrictions and Limitations. The Association Rules may include with respect to the Common Area, but not the public streets adjacent thereto:

- A. Parking restrictions and limitations on and adjacent to such areas;
- B. Limitations upon vehicular travel;
- C. The type or types of vehicles which may be permitted to use the Common Area.

ARTICLE VI

LIMITATION OF RESTRICTIONS ON DECLARANT AND BUILDERS

The Declarant, various builders and building companies are and will be undertaking the work of constructing residential dwellings and incidental improvements upon the Lots included within the Properties. The completion of that work and the sale, rental and other disposal of said residential units is essential to the establishment and welfare of the Properties as a residential community. In order that the work may be completed and the Properties be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to.

Section 1. Prevent Declarant, any builder, building company

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their contractors or subcontractors from doing on any Lot owned by Declarant whatever is reasonably necessary or advisable in connection with the completion of said work; or

Section 2. Prevent Declarant, any builder, building company or their representatives from erecting, constructing and maintaining on any Lot owned by Declarant, any builder or building company, such structures as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease or otherwise; or

Section 3. Prevent Declarant, any builder or building company from maintaining such signs on any Lot owned by the Declarant, any builder or building company as may be necessary for the sale, lease or disposition thereof; or

Section 4. Prevent Declarant, any builder or building company or any contractor or subcontractor working for the Declarant, any builder or building company, from maintaining portable toilets on the Properties for use by persons performing construction work.

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, Liens and charges now or hereafter imposed by the provisions of

this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

A. The right of an Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any.

B. The right of an Association to suspend the voting rights and right to use any recreational facility by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations;

C. The right of an Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer

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shall be effective unless an instrument signed by two-thirds (2/3) of each class of the members agreeing to such dedication or transfer has been recorded in the Public Records of Real Property of Galveston County, Texas.

D. The right of an Association to collect and disburse those funds as set forth in Article IV.

Section 4. Delegation of Use.

A. Any Owner of a Lot may delegate in accordance with the By-Laws of the ISLA DEL SOL HOMEOWNERS' ASSOCIATION, INC., his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property if, and only if, the assessments for his Lot are paid to date.

B. Declarant reserves the right to provide for the use of the Boat Launch and Boat Launch Parking in ISLA DEL SOL by Owners of Sections One (1) and Two (2) of White Sands of San Luis Pass until January 1, 1990.

Section 5. Amendment. The Covenants, Conditions and Restrictions of this declaration shall run with and bind the Properties for a term of forty (40) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Prior to the initial automatic extension of the

Covenants, Conditions and Restrictions, this Declaration may be amended by an instrument signed by those Owners owning not less than seventy-five percent (75%) of the Lots within ISLA DEL SOL, and thereafter by an instrument signed by those Owners owning not less than sixty percent (60%) of the Lots within ISLA DEL SOL. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Galveston County, Texas.

Section 6. Annexation. Additional residential property and Common Area may be annexed to the Properties unilaterally by Declarant by the filing of a Declaration of Covenants, Conditions and Restrictions for such additional stage(s) or section(s) vesting assessment rights in the Association.

Section 7. Treasures and Artifacts. HOMECRAFT LAND DEVELOPMENT, INC. reserves a one-half (1/2) interest in all treasures and artifacts (and/or the proceeds therefrom) found in, on, or under any Lot or common area within the Properties.

Section 8. Books and Records. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws of the Association, and Restrictive Covenants shall be available for inspection by any member at the

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principal office of the Association where copies may be purchased at a reasonable cost.

Section 9. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 10. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

EXECUTED this the 5th day of NOVEMBER,
1984.

DECLARANT:

HEMOCRAFT LAND DEVELOPMENT, INC.

ATTEST:

By: Richard V. Gadd Jr
(Name) RICHARD V. GADD JR
(Capacity) VICE-PRESIDENT

By: Charles Fisher
(Name) Charles Fisher
(Capacity) ASSISTANT SECRETARY

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THE STATE OF TEXAS :
: COUNTY OF HARRIS :

This instrument was acknowledged before me on the 5th day of November, 1984, by Richard V. Gadd Jr., who is the Vice-President of HOMECRAFT LAND DEVELOPMENT, INC., on behalf of said corporation.

Aretta Dieter
Notary Public in and for
The State of T E X A S

My Commission Expires:

11-19-84