

SANDHILL SHORES SUBDIVISION

FIRST AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

WHEREAS, that certain Restrictions, Covenants and Conditions of Sandhill Shores Subdivision (Restrictions) dated September 9, 1999 was recorded in the Office of the County Clerk of Galveston County, Texas under Clerk's File No. 013-91-0966 – 013-91-0975 on September 10, 1999 at 2:26 p.m. and subjects real property known as Sandhill Shores Subdivision a subdivision in Galveston County Texas (the Subdivision) to the covenants, conditions, restrictions, easements charges and liens set forth in the Restrictions; and

WHEREAS, the undersigned Lot Owners constituting a majority of Lot Owners in the Subdivision have consented in writing to the amendment of the Restrictions as provided for in Paragraph 28;

NOW, THEREFORE, the undersigned Lot Owners hereby declare that the Restrictions, Covenants and Conditions of Sandhill Shores Subdivision are hereby amended as set forth herein by replacing Paragraph 1 of the Restrictions dated September 9, 1999 with the following:

1. Land Use and Building Type. The Property shall be used for residential purposes only, and only one (1) detached, single-family dwelling shall be erected on any one lot. No commercial activity shall be conducted on or from any of Said Lots, except that a lot owner may from time to time rent his or her home to another for residential or vacation rental purposes.

“Vacation rental purposes” is the renting of a home to another for a period of less than consecutive 14 days. The following regulations govern the rental of the home to another for vacation rental purposes:

- Minimum period of rental for each renter must be no less than seven days.
- Maximum period of rental for each renter must be no more that 14 days.
- Occupancy of the rental shall be limited to a maximum of two persons per bedroom during a rental period not to exceed ten persons.
- The renter will be allowed to entertain no more than four additional daytime visitors or guests.

- No renter shall have or allow more than five vehicles on the property. This violation will be nullified if any excess vehicles are removed from the property within 30 minutes of notification.
- Pets will not be allowed.
- The lot owner and/or his or her rental company will be required to evict the renters within three hours upon notification and verification of a rule violation.
- Renters will be required to sign an acknowledgement of these rules upon signing a renters' agreement.
- If a renter violates one of these rules, the lot owner must pay \$1,000 to the Sandhill Shores Property Owners Association.
- The lot owners will be required to use a rental company that knows the rules and agrees in writing to abide by them. This agreement shall be furnished to the Sandhill Shores Property Owners Association. The rental company will be required to have appropriate 24 hour security to enforce the rules. The 24 hour security and emergency rental phone numbers will be given to all residents so that they can report violations.

IN WITNESS WHEREOF, the undersigned have executed this FIRST AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS this 14th day of March, 2008, on behalf of the Sandhill Shores Property Owners Association, Inc.

Sandhill Shores Property Owners Association, Inc.



By: *Joseph L. Edwards*
Joseph L. Edwards, President

STATE OF TEXAS §
 COUNTY OF Harris §

This instrument was acknowledged before me on this 3-14 day of March, 2008 by Joseph L. Edwards, President of the Sandhill Shores Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Cynthia R. Anes
 Notary Public, State of Texas

This FIRST AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS shall be filed in the appropriate records of the Galveston County Clerk upon execution hereof by the requisite number (or more) of Lot Owners.