

8920660

006-50-0659

AMENDED RESTRICTIONS, CONDITIONS  
AND COVENANTS OF CANAL CITY SUBDIVISION

THE STATE OF TEXAS       \*  
                                  \*  
COUNTY OF GALVESTON     \*

WHEREAS, by instrument dated June 29, 1957, and recorded in Volume 1219, Page 627 through Page 639, both inclusive, in the office of the County Clerk of Galveston County, Texas, certain restrictions were placed of record, which restrictions by the terms and provisions of such instrument could be amended any time after a period of seven (7) years had expired since the execution of said instrument by the owners of a majority of the square foot area of the property covered by such restrictions (hereinafter called "such restrictions"); and

WHEREAS, a majority of the square footage of said land is now owned by DAVID S. SHIA and D. GALE ROGERS (hereinafter called "DEVELOPERS"); and

WHEREAS, DEVELOPERS desire to amend such restrictions, covenants and conditions;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that such restrictions above referred to of record in Volume 1219, Page 627 through Page 639, in the office of the County Clerk of Galveston County, Texas, are hereby amended and altered so as in the future such restrictions, covenants and conditions as affecting said land now owned by DEVELOPERS as set forth on Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter called "the property"), shall henceforth read as follows:

- 1.) Lots 1 through 648 shall be used for residential purposes only, and no part thereof shall be used for business purposes.
- 2.) No residences shall be erected or placed on any lot which structure contains less than 768 square feet of floor space, excluding porches and garages, and all houses must be completed on the outside within one (1) year from date of start. All houses must be built a minimum of 7 feet above ground level on pier foundations.
- 3.) Houses must be located at least 25 feet from the front and back property line and at least 5 feet from side property lines. All boat sheds must be set back from canal property line at least 2 feet.

**EXHIBIT A**

006-50-0660

- 4.) Speed limit on the canals is slow, and no wake, speed limit on the streets is 20 miles per hour. Boats must not block the canals, cars must not block the streets; boats must slow down when meeting another boat or when people are fishing on canal bank.
- 5.) Only one house and boat shed per lot, and no bottles, cans or other residue may be thrown into the canals.
- 6.) 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. No junk or wrecking yard shall be located on any lot. In the event property owners fail to keep their property clear of weeds and rubbish, DEVELOPERS or Canal City Club may do so for a reasonable charge. Material or any kind stored on said property shall be arranged in an orderly manner on the rear one-third of said property, shall be properly covered, and shall be allowed only so long as DEVELOPERS or Canal City Club, in its best and sole judgment, deems such storage to be in the best interest of the property.
- 7.) No outdoor toilets or tents will be permitted.
- 8.) No noxious or offensive trade or mercantile activity shall be carried on upon any lot, business or residential, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.
- 9.) No part of said park-recreation area or boat launching facilities shall be used or occupied by any person or persons unless such person or persons shall be approved for membership in the Canal City Club. DEVELOPERS, its successors or assigns, shall have the exclusive right of approving all members of the Canal City Club.
- 10.) All approved members, approved property owners and their families and guests shall have ingress and egress to the park-recreation area and boat launching facilities, subject to rules and regulations of Canal City Club, but all others must have written approval of said DEVELOPERS. Use of the park-recreation area and boat launching facilities shall be at users own risk.
- 11.) Canal City Club of Galveston County, Texas, shall have the right to levy an annual assessment not to exceed \$50.00 per lot, against any of the property covered by these restrictions, for maintenance of streets and roads, canals, channels, waterways and public areas, which assessment shall be secured by lien in favor of Canal City Club on each such lot after it has been sold by DEVELOPERS.
- 12.) These protective covenants shall constitute covenants running with the land and shall be binding on and inure to the benefit of DEVELOPERS, its successors and assigns, and all persons claiming by, through, or under it until January 1, 2010, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the lot owners of the property has been recorded, agreeing to a change therein, in whole or

FYHIRT A

006-50-0661

or in part. These protective covenants may be amended at any time by an instrument signed by a majority of the lot owners of the property.

- 13.) These protective covenants may be enforced by DEVELOPERS or Canal City Club or by the owners of any lot on the property, either by proceedings for injunction, or to recover damages for breach thereof, or both.
- 14.) If any provision or portion of these protective covenants shall be declared invalid by a judgment, court order, or otherwise, it shall not affect or invalidate any other provision or portion hereof. Failure to enforce any one or more of the provisions hereof, shall not constitute waiver thereof, or invalidate such provision or provisions.
- 15.) No dwelling house shall be moved to or placed upon this lot or lots, from any other location.
- 16.) No house trailers or mobile homes shall be placed upon any lot or lots. Property owners may park a motor home on their lot for a period up to ten (10) days.
- 17.) All construction shall be new construction.
- 18.) No animals or poultry shall be kept or maintained on said property except for traditional household pets.

EXECUTED on this 29 day of JUN 1989.


  
 \_\_\_\_\_  
 DAVID S. SHIA  
 DEVELOPER

  
 \_\_\_\_\_  
 D. GALE ROGERS  
 DEVELOPER

THE STATE OF TEXAS \*  
\*  
COUNTY OF GALVESTON \*


BEFORE ME, the undersigned authority, on this day personally appeared DAVID S. SHIA and D. GALE ROGERS, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the act of both as Developers, and that they executed the same as the act and deed of Developers, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of June, 1989.

  
 \_\_\_\_\_  
 NOTARY PUBLIC IN AND FOR  
 THE STATE OF TEXAS  
 Printed Name CHERYL FERREL  
 My Commission expires: 5-17-90

STATE OF TEXAS COUNTY OF GALVESTON  
I hereby certify that this instrument was filed on 06/29/89 and time stamped hereon by me and was duly recorded in the Official Public Records of Real Property of Galveston County Texas, on

JUN 29 1989

  
 \_\_\_\_\_  
 JESSICA L. KIRKENDALL  
 CLERK  
 GALVESTON CO. TEXAS

RECORDED  
 69 JUN 29 AM 10:23  
 \_\_\_\_\_  
 GALVESTON COUNTY TEXAS

EVIDIT A

9448481

010-07-1853

**ADDITIONAL AGREEMENT TO THE AMENDED RESTRICTIONS, CONDITIONS  
AND COVENANTS OF CANAL CITY SUBDIVISION**

**THE STATE OF TEXAS**

**COUNTY OF GALVESTON**

WHEREAS, by instrument dated June 29, 1957, and recorded in the office of the County Clerk of Galveston County, Texas, certain restrictions were placed of record, which restrictions by the terms and provisions of such instrument could be amended any time after a period of seven (7) years had expired since the execution of said instrument by the owners of a majority of the square foot area of the property covered by such restriction hereinafter called "such restrictions" and

WHEREAS, the property owners of a majority of the square footage of said land met on July 30, 1994 and by a majority vote of those present or voting by proxy voted to add the following agreement to the existing restrictions of record in Volume 1219, page 627 through 639, in the office of the County Clerk of Galveston County, Texas

1. David Shia & D. Gale Rogers or their assigns are allowed to use the word "camping" in their advertisements provided that a clear definition of camping is given to buyers.

2. Camping is defined as follows:

R.V.s and trailers are allowed on a lot as long as they have self-contained toilet facilities or use an approved septic system on said lot. Use is limited to a maximum of fourteen (14) days in any one month.

No Pop-up trailers or tents will be allowed.

Trash must be hauled off or placed in approved garbage cans that will not be exposed to animals or weather conditions.

Only one (1) R.V. or trailer may be placed on each lot in Canal City.

The use of a travel trailer or R.V. as a permanent residence is strictly prohibited.

All trailers and R.V.s must comply with Galveston County Regulations.

3. Keys to boat ramp or other designated areas in the Canal City Subdivision will be made available to the Real Estate Agent or buyer without requirement that keys be picked up at the Canal City Subdivision. Maximum of one key per family will be allowed at a cost of \$ 12.50 after Property Maintenance Fees are paid.

**EXHIBIT B**

010-07-1854-

4. A new Board of Directors will be selected at the July meeting of the Canal City Subdivision property owners; David Shia and D. Gale Rogers will always have one seat on this seven person board as long as they are involved in selling lots in the subdivision.

5. Only one Canal City Property Owners Association will exist. Developer's Board and Association will be dissolved.

6. Annual Property Maintenance fees of \$ 60.00 per lot will apply as of July 1994 to all property owners. Fees will be due as of the beginning of the fiscal year which is on August 1st of each year. Shia and Rogers will not pay these fees until all of their lots have been sold.

7. All dues currently held in escrow by David Shia and D. Gale Rogers will be placed in one common fund provided that the first priority use of the fund will be for dredging the canals. A \$ 3000.00 cap will be put on the fixed and current operating expenses of the Association. All non-recurring expenses over \$ 50.00 must have prior Board of Director approval. A CPA will be used to audit the financial records.

8. The words "NO CAMPING" will be eliminated from the two signs at the entrance of the Canal City Subdivision.

Executed on this 6th day of November 1994.

*Mike Collier*  
Mike Collier, President  
Canal City Homeowner Association, Inc.

THE STATE OF TEXAS \*  
\*  
COUNTY OF GALVESTON \*

BEFORE ME, the undersigned authority, on this day personally appeared MIKE COLLIER known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of a majority of the property owners of the Canal City Subdivision.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of November, 1994.

*Carrie A. Stasney*  
Notary Public in and for the State of Texas



return to  
Canal City HOA  
Box 83  
Heldrust TX  
77617

PAID

EXHIBIT B

010-07-1855

STATE OF 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 Official Public Records  
of Real Property of Galveston County Texas, on

NOV 7 1994



*Jessie B. Kirkland*  
COUNTY CLERK  
GALVESTON CO., TEXAS

FILED FOR RECORD

94 NOV -7 PM 3:01

*Jessie B. Kirkland*  
COUNTY CLERK  
GALVESTON COUNTY TEXAS

EXHIBIT B

**ARTICLE IV: MEETINGS**

**Section 1. Annual Meetings.** The CCPOA shall conduct one meeting per year, which all members are urged to attend. The meeting, hereinafter called the Annual Meeting, shall be held the fourth Saturday in July any place as designated by the Executive Committee.

**Section 2. Special Meetings.** The President or Executive Committee may call a special meeting of the CCPOA to consider any important and unusual matters that may be of concern to or require the vote of members.

**Section 3. Executive Committee Meeting.** The Executive Committee shall meet as often as necessary. A quorum for an Executive Committee meeting shall be a majority of the members.

**Section 4. Notice of Annual Meeting.** Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than fifteen (15) nor more than fifty (50) days before such meeting to each member addressed to the member's address last appearing on the books of the CCPOA or supplied by such member to the CCPOA for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and the purpose of the meeting. Notice of Annual Meetings shall be required.

**Section 5. Quorum.** Shall constitute those members present at any annual or called meeting where members have been duly notified as stated above. All business conducted at any meeting shall be by majority vote of all property owners present.

**ARTICLE V: EXECUTIVE COMMITTEE**

**Section 1. Executive Committee.** The affairs of the CCPOA shall be managed by an Executive Committee of seven (7) members, who also act as Officers and Directors of the CCPOA.

**Section 2. Term of Office.** The initial Committee for the CCPOA shall hold office until the first annual meeting. At said annual meeting, the members shall elect all Executive Committee Members. All Executive Committee Members are elected for a term of two (2) years.

**Section 3. Nomination.** Nomination for election to the Executive Committee shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Executive Committee and two or more members of the CCPOA. The Nominating Committee shall be appointed by the Executive Committee prior to each annual meeting of the members. The Nominating Committee shall nominate candidates for the Executive Committee.

**Section 4. Election.** Election to the Executive Committee shall be by ballot. At the Annual Meeting the members may cast, in respect to each vacancy, one vote per property owner, regardless of number of lots owned. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

**Section 5. Removal.** Any Executive Committee Member may be removed without cause, by a majority vote of the members of the CCPOA and a new Executive Committee Member elected at that time. In the event of death, resignation or removal, his successor shall be elected by the remaining members of the Executive Committee and shall serve until the next Annual Meeting at which time a permanent replacement will be elected by the CCPOA.

**Section 6. Compensation.** No Executive Committee Member shall receive compensation for any services he may render to the CCPOA provided, however, any Member may be reimbursed for his actual expenses incurred in the performance of his duties.

#### **ARTICLE VI: POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE**

**Section 1. Powers.** The CCPOA, by and through its Executive Committee shall have the following rights and powers;

- a) suspend the voting rights and right to the use of any facilities or services provided by the CCPOA of a member during any period in which such member shall be in default in the payment of any assessment levied by the CCPOA.
- b) exercise for the CPOA all powers, duties and authority vested in or delegated to this CCPOA and not reserved to the membership by other provisions of these by-laws.
- c) consider the office of a member of the Executive Committee to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Executive Committee.
- d) employ a manager, an independent contractor, or such other employees as it deems necessary, and to prescribe their duties and the terms of employment of services; not to exceed the assessments set forth by the Members;
- e) to exercise such other rights and powers granted to it under the Covenants, or these By-Laws.

**Section 2. Duties.** It shall be the duty of the CCPOA by and through its Executive Committee, to:

- a) cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the members at the Annual Meeting of the members or at any special meeting;
- b) supervise all officers, agents, and employees of this CCPOA and to see that their duties are properly performed;
- c) fix the amount of the annual assessment against properties subject to the majority vote of members of the CCPOA and take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;



d) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

e) issue, or cause an appropriate office to issue, upon demand by any member a receipt setting forth whether or not any assessment has been paid. If a receipt states that an assessment has been paid, such receipt shall be conclusive evidence of such payment;

f) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facility owned by the CCPOA; and

g) cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

#### ARTICLE VII: OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this CCPOA shall be a President, a Vice President, a Secretary, and a Treasurer, who shall at all times be members of the Executive Committee.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Executive Committee following each annual meeting.

Section 3. Term. The officers of the Club shall be elected annually by the Executive Committee and each shall hold office for two (2) years unless he shall resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Executive Committee may elect such other officers as the affairs of the CCPOA may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Executive Committee may, from time to time, determine.

Section 5. Authority to Sign Checks. The Treasurer will have the authority to sign checks along with the co-endorsement of another Executive Committee member. Two signatures will at all times be required.

Section 6. Resignation and Removal. Any officer may be removed from office without cause by the Executive Committee. Any officer may resign at any time by giving notice to the Executive Committee, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7. Vacancies. A vacancy in any office may be filled by appointment by the Executive Committee. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8. Multiple Offices. No person shall simultaneously hold more than one office.

**Section 9. Duties.** The duties of the officers of the CCPOA are as follows:

a) **PRESIDENT.** The president shall preside at the meeting of the Executive Committee; shall see that orders and resolutions of the Executive Committee are carried out; ~~shall see that all contracts, mortgages, deeds, and other written instruments and shall co-sign all promissory notes.~~

b) **VICE PRESIDENT.** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Committee.

c) **SECRETARY.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Executive Committee and of the members; serve notice of meetings of the Executive Committee and of the members; keep appropriate minutes ~~showing the members of the CAPQ together with their addresses, and shall perform such other duties as required by the Executive Committee.~~

**TREASURER.** The treasurer shall maintain all financial reports and records of the CCPOA. Provide at each meeting a current financial report. Be responsible for notification of annual assessments, and the appropriate ~~records of same, and shall perform such other duties as required by the Executive Committee.~~

**Section 10. Alternates.** Alternates shall be elected or appointed at the annual meeting or as needed. Alternates will have no voting privileges on Executive Committee. Alternates shall attend all meetings.

018-66-2475

EXECUTED this 13 day of June, 2003.

Mike Collier  
MIKE COLLIER, PRESIDENT  
CANAL CITY PROPERTY OWNERS ASSN. INC

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on the 13  
day of June, 2003.  
by MIKE COLLIER, PRESIDENT, CANAL CITY HOMEOWNERS ASSOC. INC.

Wanda A. Smith  
NOTARY PUBLIC, STATE OF TEXAS  
Wanda A. Smith  
Notary name (printed)  
6-24-07  
Notary commission expires



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Return to:  
Canal City P.O.A.  
P.O. Box 83  
Beachport TX 77617

PAID

Mary Ann Dagle  
2003 JUN 13 11:31 AM 2003039678  
ROBB M \$19.00  
Mary Ann Dagle, COUNTY CLERK  
GALVESTON, TEXAS

EXHIBIT C

STATE OF TEXAS

COUNTY OF GALVESTON

AMENDED RESTRICTIONS, CONDITIONS AND  
COVENANTS OF CANAL CITY SUBDIVISION

REVISED APRIL 14, 2002

1. Lots 1 through 648 shall be used for residential purposes only and no part thereof shall be used for business purposes. Residences must contain at least 500 square feet of enclosed area and the floors of new construction must be at least eighteen (18) feet above sea level, on pier foundation and in accordance to Galveston County Rules and Regulations.
2. Houses must be located at least twenty-five (25) feet from the front and back property lines and no structure shall be erected nearer than five (5) feet from the side line of any tract or lot on which the building is located or hereinafter provided and all lots or tracts must be at least the size of the tract or lot on which liens may be released. All other structures must be set back from canal property line at least two (2) feet.
3. Only one (1) residence per lot will be allowed and must meet rules and regulations of Galveston County, Texas.
4. All houses must be completed on the outside within one (1) year.
5. All new houses and outbuildings consisting of plywood or other unfinished or similar material exteriors must be stained or painted over.
6. There shall be no outside privies and all sewage systems must be connected to an approved septic tank or other disposal system in keeping with the laws of Galveston County, Texas. No waste or other household water will be permitted to drain into canals.
7. No structures covered with cloth like material will be permitted. Such as Pop Up Trailers and Tents. Property Owners may relocate a residential building to their lots as long as it is remodeled to all county codes. The building must be raised and secured within 90 days from the arrival date of such building.

Page 2 of 4

8. No house trailers or mobile homes will be permitted. Only self contained trailers and RV's will be **PERMITTED** according to Galveston County Rules and Regulations.
9. 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 other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. All building materials must be neatly stacked and secured on the rear half of each lot toward the canal. No junk or wrecking yards shall be located on any lot. All vehicles must have up to date license and inspection. In the event property owners fail to keep their property clear of weeds and rubbish, Canal City Property Owners Association will notify the proper authorities of Galveston County. Any violation of these regulations are subject to fines.
10. Keys to boat ramps or fishing areas in the Canal City Subdivision will be made available to property owners in good standing. Maximum of two (2) keys per family will be allowed after Property Maintenance Fee's are paid. New property owners are to receive the first (1st) key free. Exchange keys are free. There will be a charge of \$12.50 for replacement keys or second (2nd) keys. Use of fishing areas and boat launching facilities shall be used at user's own risk.
11. Speed limit on the canals is slow and no wake. Boats must not block canals. Speed limit on the streets is twenty (20) miles per hour. Vehicles must not block streets.

12. No part of said designated areas or boat launching facilities shall be used or occupied by any person or persons unless such person or persons are property owners or guests of property owners in good standing with the Property Owners Association. Only six (6) guests per property owner will be allowed at one time at the fishing areas.
13. No overnight camping will be allowed on fishing areas or boat ramp areas. There will be no open fires in public. There will be no open fires in these public areas
14. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
15. No livestock or poultry shall be kept or maintained on any property in Canal City except for traditional household pets. Household pets are subject to the laws of Galveston County. Each household may have a maximum of 4 domestic animals.
16. These protective covenants shall constitute covenants running with the land and shall be binding on and inure to the benefit of all Property Owners from this date and after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the lot owners of the property has been recorded, agreeing to a change therein in whole or in part. These protective covenants may be amended at any time by an instrument signed by a majority of the lot owners of the property. These protective covenants may be enforced by Canal City Property Owners Association or by the owner of any lot in Canal City, either by proceedings for injunction or to recover damages for breach thereof, or both. Only one Canal City Property Owner's Association will exist.

Page 4 of 4

17. Canal City Property Owner's Association of Galveston County, Texas shall have the right to levy an annual assessment not to exceed Sixty (\$60.00) Dollars per lot against any of the property covered by these restrictions for maintenance of streets and roads, canals, channels, waterways and public areas, which assessment shall be secured by lien in favor of the Canal City Property Owners Association on each such lot after it has been sold. The assessment will be due the beginning of the fiscal year which is on August 1st of each year. A two month grace period will be given. Beginning October 1 and to continue for 3 consecutive months, the owner of each unpaid maintenance fee will be charged a late fee of \$10.00 per month up to a maximum late fee of \$30.00 per lot per year. Delinquent maintenance fees are liable to Foreclosure Proceedings and will include legal fees. Financial records are to be audited by an accountant every time the Treasurer is changed.

18. If any provision or a portion of the protective covenants shall be declared invalid by a judgment, court order, or otherwise, it shall not affect or invalidate any other provision or portion hereof. Failure to enforce any one or more of the provisions hereof shall not constitute a waiver thereof or invalidate such provision or provisions.

19. All private parties, Developers and Realtors who sell property in Canal City must notify the Canal City POA of the new owner's name and address. All maintenance Fees must be paid to Canal City POA and not made a part of the purchase agreement.

Pre-existing structures may be grand-fathered. Please check with the county.

011-78-0007

Executed this the 10<sup>th</sup> day of December, 2002.

Mike Collier

Mike Collier, President  
Canal City Homeowners Assn: Inc.

THE STATE OF TEXAS  
COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared MIKE COLLIER known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of a majority of the property owners of the Canal City Subdivision

GIVEN UNDER MY HAND AND SEAL OF OFFICE; this the 10<sup>th</sup> day of December, 2002

Pamela K Jamison

Notary Public in the State of Texas

Return To :  
Canal City P.O.A.  
P. O. Box 83  
Gilchrist, TX. 77617

PAID

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Patricia Ritchie

2002 DEC 10 11:01 AM 2002072351  
BELK\_T \$17.00  
Patricia Ritchie, COUNTY CLERK  
GALVESTON, TEXAS





Subdivision were amended by the owners of a majority of the square foot area of the Subdivision covered by the Restrictions;

WHEREAS, subsequently, by instrument entitled "Additional Agreement to the Amended Restrictions, Conditions and Covenants of Canal City Subdivision" dated November 6, 1994, recorded under Film Code No. 010-07-1853 (CCN 9448481) in the Official Public Records of Real Property of Galveston County, Texas, the Restrictions, Conditions and Covenants of Canal City Subdivision were amended by the owners of a majority of the square foot area of the Subdivision covered by the Restrictions;

WHEREAS, by instrument entitled "By-Laws and Constitution of Canal City Property Owners Association, Inc." dated June 13, 2003, recorded under Film Code No. 018-66-2470 (CCN 2003039678) in the Official Public Records of Real Property of Galveston County, Texas, on behalf of Canal City Property Owners Association, Inc. to establish a plan for the improvement and development of all lots within the said Canal City Subdivision;

WHEREAS, subsequent amendments to the Restrictions are recorded under Film Code No. 008-47-1532 (CCN 9239812), Film Code No. 017-78-0003 (CCN 2002072351), Clerk's File Nos. 2007024699, and 2007051825, and all in the Office of the County Clerk of Galveston County, Texas;

NOW, THEREFORE, the Canal City Property Owners Association, Inc. hereby restates the Restrictions, Conditions and Covenants of Canal City Subdivision as follows:

1. The Canal City Subdivision, Gilchrist, Texas, Notice to Purchasers dated July 4, 1992, recorded under Film Code No. 008-47-1532 (CCN

9239812) in the Official Public Records of Real Property of Galveston County, Texas, is hereby rescinded and nullified.

2. The Amended Restrictions, Conditions and Covenants of Canal City Subdivision Revised December 10, 2002, recorded under Film Code No. 017-78-0003 (CCN 2002072351) in the Official Public Records of Real Property of Galveston County, Texas is hereby rescinded and nullified.
3. The Amended Restrictions to Canal City Property Owners Deed Restrictions as set forth in memorandum dated April 17, 2007 recorded under County Clerk's File No. 2007024699 in the Official Public Records of Real Property of Galveston County, Texas, is hereby rescinded and nullified.
4. The Additional Canal City Property Owners Deed Restrictions as set forth in memorandum dated August 1, 2007 recorded under County Clerk's File No. 2007051825 in the Official Public Records of Real Property of Galveston County, Texas, is hereby rescinded and nullified.

Other than the stated modifications listed herein, this Restated Restrictions, Conditions and Covenants of Canal City Subdivision is intended to restate in all respects the Amended Restrictions recorded under Film Code No. 006-50-0659 (CCN 8920660), a copy of which is incorporated herein and attached hereto as Exhibit "A", and Film Code No. 010-07-1853 (CCN 9448481), a copy of which is incorporated herein and attached hereto as Exhibit "B", and the Bylaws and Constitution of Canal City Property Owners Association, Inc. recorded under Film Code No. 018-66-2470 (CCN 2003039678), a

copy of which is incorporated herein and attached hereto as Exhibit "C".

EXECUTED on the 4 day of 3, 2012.

CANAL CITY PROPERTY OWNERS ASSOCIATION

BY: *Barney Cases*  
Barney Cases, President

STATE OF TEXAS \*  
COUNTY OF GALVESTON \*

On the 3<sup>RD</sup> day of APRIL, 2012, before me, the undersigned Notary Public, personally appeared Barney Cases, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in his capacity as President of Canal City Property Owners Association and acknowledged that he executed the same for the purpose contained therein on behalf of said non-profit corporation.

*Barbara G. Buchanan*  
Notary Public, State of Texas ~~PENNSYLVANIA~~

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Barbara G. Buchanan, Notary Public  
Concord Twp., Delaware County  
My Commission Expires Jan. 27, 2014