

SELLER'S ADDENDUM REGARDING RESTRICTIVE COVENANTS
(Residential Property)

A. Restrictive Covenants: Buyers acknowledge and agree that the deed to the Property shall contain some or all of the following restrictive covenants:

1. Use: The Building (hereinafter defined) on the Property shall be used solely for single family residential living purposes, and shall not be used at any time for business, commercial, educational, church, professional, civic or cultural activities without Grantor's prior written consent.
2. Signage: No signage, including but not limited to free standing signs, affixed signs, billboards, awnings and advertisements, which is affixed to or visible from the exterior of the Building shall be permitted without Grantor's prior written consent; provided, however, in no event shall any neon, animated, revolving or sequentially lighted signage shall be installed, maintained or used. Choice of signs, appearance and condition involve aesthetic, historical and architectural considerations, over which the judgment of the Grantor shall be final and in Grantor's sole discretion.
3. Landscaping: Grantees shall install and maintain in a neat and attractive condition, all landscaping on the Property, including sodding and planting of grass over the front and back yards. Such maintenance shall include periodically replacing when necessary all trees, plants, grass and other vegetation which is lost or destroyed or becomes unsightly.
4. Animals: No animals of any kind shall be raised, bred or kept on the Property except as hereinafter provided. A reasonable number of dogs, cats or other household pets may be kept on the Property, provided that (a) they are not kept, bred or maintained for commercial purposes, (b) they do not make objectionable noises, create any odor, or otherwise constitute a nuisance to owners of any property in proximity to the Property, (c) they are kept within an enclosed yard on the Property or on a leash being held by a person capable of controlling the animal, and (d) they are not in violation of any provision of any applicable code, regulation or ordinance of any governmental entity. Grantees shall be liable in accordance with the laws of the State of Texas to Grantor and all third parties for any damage to person or property caused by any such animal; and it shall be the absolute duty and responsibility of Grantees to clean up after such animals to the extent such animals have used any portion of the Property or any property adjacent thereto.
5. Nuisances: No noxious or offensive activity shall be carried on upon the Property. No repair work, dismantling or assembling of motor vehicles, boats, trailers or any other machinery or equipment shall be permitted on the Property in any area which is visible from any street adjacent to the Property, nor is any such activity permitted in any street, driveway or yard adjacent to a street adjacent to the Property.
6. Garbage and Refuse Disposal: No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers.
7. Architectural Modifications: Without the prior written consent of Grantor (or Grantor's designee appointed in writing for such purpose filed for record in the real property records of Galveston County, Texas ("Designee")), Grantees shall not:
 - (a) Demolish, damage or destroy or alter any "Improvements" on or about the real property which is the subject of this deed (defined herein as buildings, structural

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members of buildings, driveways, sidewalks, curbs, fences, porches, shutters, balconies, and exterior lighting now (or hereafter with Grantor's approval) existing on the said Real Property, and all distinctive architectural features of such buildings, members and other such items); or

(b) In any manner alter or change the exterior appearance except as it relates to the paint color of the Building (defined herein as the main structure on the subject Real Property) or any of the other Improvements now or hereafter (with Grantor's approval) on the Real Property; or

(c) _____

8. Architectural Standards and Approval: Grantees further affirmatively covenant to perform the following additional undertakings:

(a) Maintain the Building and every other Improvement, including structural members, in a good state of repair, excepting only reasonable wear and tear. The term "good state of repair" includes, but is not limited to, considerations of historical accuracy, structural soundness, safety, and freedom from public or private nuisance. Determinations by the Grantor or Grantor's Designee as to what constitutes a good state of repair shall be in Grantor's or Grantor's Designees' discretion and shall be final.

(b) To obtain the written consent of Grantor before replacing, rehabilitating, altering or in any manner modifying the exterior appearance or condition of the Building or any other Improvement. Any replacement, change, rehabilitation or modification to the exterior appearance or condition of any Improvement must be built or made according to plans and specifications submitted to and approved by Grantor in writing in advance of the commencement of any such replacement, change, rehabilitation or modification.

(c) To submit to the Grantor for its prior approval plans and specifications for any construction of new Improvements, including but not limited to fences, garages, car ports, walkways, slabs or concrete pads, exterior lighting, shutters, porches, balconies, and outbuildings. A "New Improvement" shall be any Improvement not affixed to or situated on the Property as of the date of this Deed. All New Improvements shall be attractive and of a design, style and finish that will compliment the existing Improvements on the Property. All construction of New Improvements shall conform to Grantor-approved plans and specifications. Refusal to approve plans and specifications by Grantor may be based upon choice of materials, unattractive exterior, non-conforming architectural style, or any other ground, including purely aesthetic grounds. The determination of the Grantor shall be final.

(d) Maintain every exterior surface of any Improvements, including, but not limited to exterior walls, windows, doors, roofs and painted surfaces thereof ("the Facade") and all other portions of land within the Property, including, but not limited to sidewalks, driveways, curbs, fences, exterior lighting, landscaping, and plantings (the "Grounds") in an attractive condition. The term "attractive condition" includes, but is not limited to considerations of historical accuracy, texture, choice of materials, cleanliness and other purely aesthetic considerations. Determinations by the Grantor of what constitutes attractive condition shall be final.

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- (e) To submit all requests for Grantor's written consent and/or approval as set forth in this paragraph 8 or any other provision in this Deed requiring notice to Grantor in writing to Grantor by (i) regular U.S. Mail, addressed as follows: Executive Director of Galveston Historical Foundation, Inc., PO Box 149, Galveston, Texas 77553, or (ii) electronic mail addressed as follows: info@galvestonhistory.org.

9. Remedies:

- (a) Grantor, its successors and assigns, shall have the right to seek and obtain in any court of competent jurisdiction a restraining order or a temporary or permanent injunction to restrain a violation of any of the restrictions or covenants contained herein. In no event shall any failure by Grantor to seek injunctive relief with regard to any one or more violations of such covenants or restrictions constitute a waiver of Grantor's right to enjoin any other or further violation.
- (b) Grantor further reserves the right to enforce any restrictions and covenants contained in this Deed by any other appropriate action at its option. Grantees shall be responsible for and shall pay Grantor upon demand all costs and expenses, including attorney's fees, of the enforcement by Grantor of any of Grantees' obligations or any condition or restriction or covenant under this Deed.
- (c) Grantor shall further have the right, in addition to all other rights or remedies hereunder or at law or in equity which are available to Grantor in the event of a violation of any of the restrictions or covenants contained herein, to exercise one or more of the following remedies upon or at any time after the occurrence of any such violation:
 - (i) The right to enter the Property at reasonable times, with five (5) days written notice being considered reasonable notice of intent to enter, to inspect property to determine whether restrictions and covenants contained herein are being carried out.
 - (ii) The right, subject to the notice and cure periods set forth herein, to enter the Property and complete or remedy the undertaking of the Grantees which has been breached or the covenant or restrictions which has been violated. If Grantees violates or fails to fully perform any covenant set forth herein which would result in an endangerment to or serious compromising of the structural integrity of any Improvement, Grantees shall, within five (5) days of the date of written notice from Grantor, complete temporary cure of same, and shall, within thirty (30) days of the date of the aforesaid written notice from Grantor, commence permanent cure of same, and shall thereafter diligently pursue, and shall within a reasonable time, complete the permanent cure of same. If Grantees violate any restriction or condition or fail to fully perform any covenant set forth herein which would not result in any endangerment or compromise referred to in the immediately preceding sentence, Grantees shall, within ninety (90) days of the date of written notice from Grantor, commence cure of same, and shall thereafter diligently pursue such cure and complete same within a reasonable time. The Grantees, by acceptance of this conveyance, do grant to the Grantor a lien on and against the Property to secure the payment of all costs incurred by the Grantor in the performance or completion and/or performance of the covenant, condition or restriction breached. Such lien shall be subordinate to any first lien securing a loan given to finance the purchase of the Property.

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B. Additional Provisions: Buyers acknowledge and agree that Seller reserves the right to modify the Restrictive Covenants set forth above specific to the Property and include provisions for a right of first refusal in favor of Seller in the deed to the Property.

C. Survival: The provisions of this Addendum shall survive the closing of the transfer of the Property to Buyers from Seller. Seller may include any or all of the provisions of this Addendum in Seller's deed to Buyers of the Property.

D. Conflicts: In the event of any conflict between this Addendum and the Contract, this Addendum shall control.

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