



RESTATED RESTRICTIONS, CONDITIONS  
AND COVENANTS OF  
CANAL CITY SUBDIVISION

THE STATE OF TEXAS            §  
   §        KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF GALVESTON       §

WHEREAS, by instrument dated February 28, 1951, and recorded in Volume 901, Page 433 in the Office of the County Clerk of Galveston County, Texas, certain deed restrictions and mineral reservations were placed of record,

WHEREAS, by instrument dated June 29, 1957, and recorded in Volume 1219, Page 627 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 by the owners of a majority of the square foot area of the Subdivision covered by such restrictions ("Restrictions") after the expiration of seven (7) years;

WHEREAS, by instrument dated August 16, 1971, and recorded in Volume 2216, Page 216 in the Official Public Records of Real Property of Galveston County, Texas, said Restrictions were amended and subsequently amended by instrument dated April 15, 1985, and recorded under Film Code No. 005-71-0419 (CCN 8806034) in the Official Public Records of Real Property of Galveston County, Texas.

WHEREAS, by instrument entitled "Amended Restrictions, Conditions and Covenants of Canal City Subdivision" dated June 29, 1989, and recorded under Film Code No. 006-50-0659 (CCN 8920660) 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, 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: [Signature]  
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.

[Signature]  
Notary Public, State of Texas ~~TEXAS~~ PENNSYLVANIA

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

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**


- 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


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 JUNE 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.

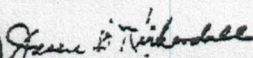
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of June, 1989.

  
 \_\_\_\_\_  
 NOTARY PUBLIC IN AND FOR  
 THE STATE OF TEXAS  
 Printed Name CHERYL TEASLEY  
 My Commission expires: 3-17-90

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

JUN 29 1989



  
 \_\_\_\_\_  
 COUNTY CLERK  
 GALVESTON CO. TEXAS

69 JUN 29 AM 10:23  
 OFFICE OF PUBLIC RECORDS  
 GALVESTON COUNTY TEXAS

EXHIBIT 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.

*Carole S. Stasney*  
Notary Public in and for the State of Texas



return to  
Canal City HOA  
Box 83  
Galveston TX  
77617

PAID

EXHIBIT B

010-07-1855

*Handwritten scribble*

FILED FOR RECORD  
94 NOV -7 PH 3:01

*Jessie B. Kirkwood*  
COUNTY CLERK  
GALVESTON COUNTY TEXAS

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. Kirkwood*  
COUNTY CLERK  
GALVESTON CO., TEXAS

**EXHIBIT B**