

Definitions

The word “**lot**,” as used herein, is intended to refer to a single piece or parcel of land shown as a lot on Section One, Section Two, Section Three, and Section Four subdivision plats of the Sandy Harbor Subdivision as recorded in Llano County.

The word “plot,” as used herein, is intended to refer to a parcel of land consisting of one or more lots and a part (or parts) of an adjoining lot or lots, or two (2) contiguous parts of any two (2) adjoining lots into which any lots are recorded in Llano County as part of the Sandy Harbor Subdivision, may be divided pursuant to powers retained by the Sandy Harbor POA.

The word “street,” as used herein, shall include any street, drive, road, lane or public ways shown on the attached map.

The word “residence,” as used herein, is intended to refer to a fully enclosed structure, designed and intended for use and occupancy by a single family, with all rooms fully connected and attached.

The term “out-buildings,” as used herein, shall include any and all buildings, structures and other improvements located on a lot or plot but not connected or attached to a residence.

The term “renter,” as used herein, shall include only those persons holding a lease for a period of six months or more.

The term “guest quarters,” as used herein, shall include an out-building that consists of sufficient space to accommodate a property owner’s non-paying guests. Guest quarters may not be used as rental property separately from the main residence.

Property owner or owner means: "an individual, fiduciary, partnership, joint venture, corporation, association, or other legal entity that owns record title to real property in Sandy Harbor subdivision, or the guardian, executor, or administrator of an individual or estate who owns record title to subdivision property."

The term “**setback**” as used herein shall mean the distance from a property line within which building a structure is prohibited.

The term “**easement**” as used herein shall mean a right of use over the property of another. Specifically, the dedications of the various sections comprising the Sandy Harbor Subdivision established easements for the purposes of providing utility access.

The term “**modular construction**” as used herein shall refer to construction utilizing components of a building manufactured in a production facility and built in two or more sections that are then transported and assembled on location and placed in a permanent manner such that the completed structure cannot be moved. Modular construction complies with local building codes. This is in contrast to manufactured homes which can be relocated, and which are built according to a federal building code.

References herein to Sandy Harbor Property Owners Association or SHPOA shall mean Sandy Harbor Association, Inc.

Use of Land:

Approved Construction – One only single-family residence, and incidental outbuildings, shall be constructed or permitted to remain on any lot or plot.

Residential Use – No lot or plot, and no residence or out-building, located on any lot or plot shall ever be used for other than a single family residence, or normal purposes incidental thereto, it being intended that the owner of any lot or plot may utilize a single family residence, and incidental out-buildings, for the temporary or occasional entertainment of friends, non-paying guests and/or business associates. No buildings or lot shall ever be used or occupied for any purpose except for that of private residence exclusively and shall not be used or occupied for trade or business of any kind whatsoever. Specifically excepted from this prohibition are phone or Internet businesses or other business where no “face to face” customer interaction is conducted on the premises. No lot or plot may be leased or rented for a period of less than 6 (six) months.

Livestock – No livestock of any kind shall be raised, bred or kept on any lot. Dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Dogs shall not be permitted to run at large and shall be kept within fenced or closed areas when not confined to a leash.

Poultry – Poultry consisting of up to six (6) hens only for each completed (i.e. move-in ready) primary residence is permitted subject to the following rules:

- *Appropriate runs or coops shall be built to house the hens and maintained in good condition.*
- *Runs or coops shall be built on the same lot or plot where the hens’ owner’s primary residence is located.*
- *A coop must be at least 24 sq. ft. in size, or six sq. ft. per bird, whichever is larger.*
- *Feed for hens shall be managed in in a manner that prevents attracting pests.*
- *Failure keep hens in a humane, safe and sanitary manner or to abide by the rules above and the presence of odors discernable beyond the plot or lot where hens are kept shall all be bases for the SHPOA Board to undertake steps to enforce these restrictions. The Board shall specifically be empowered to deny a homeowner the right to keep hens if, in the sole judgement of the SHPOA Board, the homeowner in question has failed to follow the restrictions above and failed to take corrective action in response to the SHPOA Board’s efforts to enforce such restrictions. No other poultry of any kind, including roosters, shall be permitted in Sandy Harbor.*

Vehicle Licensing and Inspection – No vehicle may be permanently parked in view of any street or neighborhood residence that is not currently licensed with a valid state inspection decal affixed as prescribed by the State of Texas. Owners of vehicles in violation of this restriction may be assessed \$100 for each 30-day period in violation until the vehicle is removed or properly licensed and inspected. Such assessment shall be and is hereby secured by a lien against the property owner’s lot(s) and shall be payable to Sandy Harbor Association, Inc. at Sandy Harbor, Llano County, Texas.

Hunting – Hunting any game animal on any lot or plot in the Sandy Harbor community, except for measures authorized by the Board to manage wildlife populations for the safety and convenience of the community, is prohibited. The use of or discharge of firearms other than for protection of property and destruction of rabid, poisonous or destructive animals is expressly prohibited in Sandy Harbor.

Nuisance – No noxious or unlawful use or activity shall ever be made, carried on or maintained on any lot or plot, nor shall any nuisance be created or maintained.

Removal of Trash and Debris – All garbage, trash and unsightly rubbish shall be removed promptly or otherwise removed and disposed of, and not permitted to remain on any lot or plot.

Occupancy – No residence or out-building shall be occupied or used for residential (other than for the storage of building materials to be used in the construction and completion thereof) until the same shall have been fully completed, including interior and exterior painting.

Antennae – No radio, television towers, or aerial wires or devices shall be maintained over any part of any lot or plot not occupied by a permanent structure.

Signage – The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot or plot is prohibited, excepting: signs not exceeding, in the aggregate, five (5) square feet in overall size, and extending not more than six (6) feet in height when attached to any post, wall or other hanging device

Road Access and Drainage – Owners of any lot or plot may cut a driveway over drainage ditches, provided a culvert or pipe of sufficient size to provide adequate drainage of the ditch, is installed and maintained, wholly at the expense of such owners.

Camping – All lots are sold for the purpose of home site and the erection of permanent construction and improvements thereon and no permanent camping facilities of any nature shall be permitted.

Mobile or Manufactured Homes – No mobile home or manufactured home or any similar living quarters may be used on any lot or plot as a residence.

Parking and Occasional Use of Recreational Vehicles – House trailers, motor coaches, recreational vehicles and other similar vehicles may be parked on a driveway or other paved or gravel parking area located on a lot or plot containing a completed (i.e. move-in ready) residence or on a lot or plot directly adjacent to a lot or plot containing a residence. Such vehicles shall be owned or controlled by the owner of the adjacent residence or by a guest of said owner. House trailers, motor coaches, recreational vehicles and other similar vehicles shall not be used as residences. However, such vehicles may be used as occasional guest quarters for no more than fourteen (14) days consecutively and for no more than fifty-six (56) days total in a single calendar year. All vehicles so used shall have appropriate sanitary facilities and the property owner shall make provision to empty gray and black water tanks into appropriate septic or sewer systems. Under no circumstances shall gray or black water from such vehicles be permitted to drain on or into land, ditches or culverts in Sandy Harbor or into Lake LBJ.

Constructions and Maintenance of Residences, Garages and Outbuildings

SHPOA Architectural Committee Requirements – No residence, out-building, garage, fence or structure of any kind shall be commenced, erected or maintained, nor shall any addition thereto or change or alteration thereof be made on any part of the land shown on the maps in the Llano County Records for the Sandy Harbor Subdivision until plans and specifications designs, plot plans and grading plans have been submitted to the SHPOA Architectural Committee and all of the same, as well as the lot or plot upon which all buildings, improvements or structures of any kind are to be constructed, have been approved in writing. In passing upon all of such plans, specifications and drawings, the SHPOA Architectural Committee may take into consideration, among other things, the suitability of any such proposed building or other structure and the materials of which it is to be constructed, to the lot or plot upon which it is to be constructed, and the effect thereof, as planned, upon adjacent, neighboring or other lots or plots. A copy of all such plans, specifications and drawings, and such other written information as may reasonably be required by the SHPOA Architectural Committee, shall be left with the SHPOA Architectural Committee after approval thereof.

No construction solely for the purpose of creating rental property shall be permitted.

For new residential construction, the SHPOA Architectural Committee will require a minimum of:

- *A site plan showing the “footprint” of the building and relevant easements and setbacks showing the location of all proposed improvements, including structures, patios, driveways, fences and walls.*
- *A description of the exterior materials, textures and shapes of all buildings and structures.*
- *Dimensional floor plans of all enclosed spaces and garages.*
- *Exterior elevations of all proposed buildings and structures.*
- *Other data as requested by the Architectural Committee.*

Applications to remodel an existing residence in a manner that results in changes to the footprint of the existing structure or significantly changes the interior volume of an existing structure (e.g. addition of a new level to an existing structure) or to pursue new non-residential projects shall be accompanied by documentation as requested by the SHPOA Architectural Committee at the time of application. Once a property owner has provided all, or substantially all, of the materials requested by the SHPOA Architectural Committee, the SHPOA Architectural Committee shall provide feedback, requests for clarification, after completed requirements are completed

Requesting Variances – If a property owner wishes to seek a variance to setback requirements or other requirements established in Section III of the SHPOA restrictions entitled *Construction and Maintenance of Residences Garages and Outbuildings*, they may do so by sending a letter to the President of SHPOA Board stating the nature of the variance being requested, the basis for the variance request and providing other supporting information as appropriate. Requests for variances shall be considered as provided for in Section IV Paragraph A of the SHPOA Restrictions entitled *Construction Variances*.

Appealing Decisions of the Architectural Committee – Upon receiving feedback, directions and/or decisions from the SHPOA Architectural Committee, a property owner shall have the right to appeal such feedback, direction and/or decisions to the Board of the SHPOA provided such appeal occurs within thirty (30) days of the property owner being advised of an adverse direction or decision by the SHPOA Architectural Committee. Property owners may appeal decisions of SHPOA Architectural Committee by writing a letter to the President of the SHPOA Board describing the nature of the decision being appealed, the basis for the appeal and providing other supporting information as appropriate. The SHPOA Board shall review and act upon such appeals in accordance with the bylaws of the SHPOA. The SHPOA Board will communicate their decisions regarding an appeal to the property owner in writing within thirty (30) days from the date of receipt of an appeal letter.

Modular Construction – Modular homes or outbuildings may be built if approved by the SHPOA Architectural Committee and all submissions to the SHPOA Architectural Committee for the approval of such structures shall explicitly note that the proposed structure is expected to be of modular construction. The purpose of this restriction is to support the community’s intention that residences and other structures be permanent in nature.

Portable Storage Buildings – The general prohibition within the Sandy Harbor subdivision against manufactured homes and outbuildings notwithstanding; portable structures including carports, covers, storage sheds, garden sheds, storage buildings and other similar portable structures may be allowed on a lot containing a completed residence (i.e. a move-in ready residence) if such building(s) are:

- *Approved by the Architectural committee;*
- *Placed on the lot in accordance with applicable set back requirements; and*
- *Maintained in good condition and repair as determined by the Architectural Committee.*
- At no time shall bath or restroom facilities be installed in temporary buildings nor shall such buildings be used as residences or guest quarters under any circumstances.

Beneficial Use Exception – The general prohibition within the Sandy Harbor subdivision against building or placing outbuildings on lots without a residence notwithstanding; the SHPOA Architectural Committee may, at its sole discretion, approve the temporary or permanent construction of structures, or temporary or permanent placement of portable buildings, on lots or plots for special purposes (e.g. protecting and concealing piping and pump equipment, limiting access to attractive nuisances such as sink holes, etc.) which benefit both the community and the property owner(s) requesting the exception.

Minimum Residence Size – No primary residence having an inside floor area of less than 850 square feet shall be constructed, erected or maintained on any lot of the Sandy Harbor subdivision. The inside or area of open porches, breezeways, carports, garages, out-buildings, enclosed porches, balconies, porte-cocheres, bay windows, architectural appurtenances such as cornices, etc. shall be excluded in determining the required square feet of inside floor area of a residence.

Foundations – All footings, piers and foundations of the main residence shall be concrete or masonry construction.

Construction Trailers – Upon approval by the SHPOA Architectural Committee a trailer such as may be used by workmen during the actual period of construction of a residence wholly in accordance with all restrictions hereof, and in any event, not exceeding three hundred sixty-five (365) days, whether consecutive or not. An extension of the 365-day limit may be granted at the sole discretion of the SHPOA Architectural Committee.

Timely Construction – Subject to approval by the SHPOA Architectural Committee, construction of a residence must be completed and move-in ready within three hundred sixty-five (365) days of when construction begins. An extension of the 365-day limit may be granted at the sole discretion of the SHPOA Architectural Committee.

Setbacks – No residence, out-building or structure, of any character, except as otherwise herein elsewhere provided, shall be erected, maintained or permitted to remain on any lot or plot nearer to an adjoining street or streets than the greater of the building line or lines shown in the Llano County Records for the Sandy Harbor Subdivision or twenty (20) feet to the front lot line nor shall any residence, out-building or structure be located nearer than the greater of the building line shown in the Llano County Records for the Sandy Harbor Subdivision or ten (10) feet to the side or rear lot line, except that any permanent residence or outbuilding or structure erected prior to July 1, 2019 in violation of these setback requirements shall be permitted to remain. This exemption is intended to allow for past approved construction that occurred within the setbacks and is not intended to apply to, nor shall it be construed to apply to, temporary or movable structures nor structures that were not originally approved by the SHPOA Architectural Committee. All building placements are subject to approval by the SHPOA Architectural Committee which is specifically empowered to make exceptions to setback requirements in the case of unusually narrow lots and situations where terrain features hinder construction efforts.

Outside Toilets – No outside toilet or toilets shall be installed or maintained on any lot or plot except for portable toilet facilities that may be required for the use of workmen during construction of a residence.

Sewer Requirements – All plumbing, appliances and facilities of any residence or out-building shall be installed, connected and maintained with a properly approved septic tank system, or with the sewer system currently in use in Sandy Harbor.

Yard Maintenance – Owners of any cleared lot or plot in Sandy Harbor shall keep weeds, brush and/or grass cut to a reasonable height. Should any property owner fail to so maintain their lots or plots, the Sandy Harbor Association, Inc. may undertake to have the same cut to a reasonable height (but at no time shall be required to do so). If the Sandy Harbor, Inc. does undertake to cut weeds, brush and/or grass on an owners' lot, the cost or expense thereof shall be due and payable by the owners to the Sandy Harbor Association, Inc. upon demand.

Water Access – Owners of the lots may obtain water from Lake LBJ, subject to approval of the Lower Colorado River Authority and the SHPOA, at their own cost and responsibility, or drill and maintain wells at their own cost and responsibility.

Miscellaneous Restrictions

Use of Common Areas – All Sandy Harbor common areas and boat launch facilities are for Sandy Harbor property owners and their non-paying guests only. Renters may also utilize Sandy Harbor common areas. Boat, boat trailers and towing vehicles displaying a Sandy Harbor Identification Decal and belonging to a current Sandy Harbor property owner or such owner’s guests, will be allowed in and upon the docking and public areas, but only for the purposes of loading and/or unloading boats. Docking areas shall not be used for the storage of boat trailers. Any boat trailer and towing vehicle not displaying a Sandy Harbor Identity Decal may be towed at the owners’ expense.

Limitation of Liability – The owners of any lot or plot, and members of their families and their non-paying guests, shall enjoy the non-exclusive privileges of ingress to and egress from the Lake and/or the Park and/or docking areas as shown on the maps filed in the Llano County records for the Sandy Harbor Subdivision. All fishing piers, beach improvements and other equipment and devices erected and/or maintained thereon shall be available for use, on a non-exclusive basis and at their sole risk, by all owners of any lot or plot, and members of their families and their non-paying guests. The SHPOA assumes no responsibility of any kind for the maintenance or condition of the Lake

SHPOA Assessments – To provide for the expenses of the SHPOA, operation, maintenance, and improvement of the streets, docks, piers, parks and beach areas of Sandy Harbor, an assessment shall run against each lot and residence of the Sandy Harbor Subdivision. The initial assessment shall be \$30.00 for each lot and \$185.00 per residence per year. This assessment shall be effective upon filing of this amended restriction in the real property records of Llano County. Any assessment shall be and is hereby secured by a lien on each said lot or residence respectively and shall be payable to Sandy Harbor Association, Inc. at Sandy Harbor, Llano County, Texas on the 1st day of April each year. The Board of Directors of Sandy Harbor Association, Inc. alone shall have the authority to determine the nature, extent and kind of improvements and concessions to be erected and/or maintained for said streets, docks, piers, parks and beach areas.

Utility Easement – The SHPOA expressly reserves a utility easement in, on, over, under and through those portions of the lands shown as the Sandy Harbor Subdivision as recorded on the maps filed in Llano County as lie five (5) feet in either direction from any and all tract lines and from any and all street lines, for the purpose of constructing and maintaining and permitting the construction and maintenance of pipe lines, conduits, telephone, telegraph and electric light poles, towers and other equipment necessary to supply any public or private utility service. SHPOA is not responsible for the construction, maintenance or provision of public or private utility services. Fences, walls and shrubbery hedges, but not building or structure of any character, may be erected and maintained on such reserved easements, provided: that such fences, walls and hedges do not interfere in any way with the use of such easements by the public or private utilities then utilizing or thereafter desiring to utilize the same, and that the rights of the owners of such fences, walls and hedges are, and, at all times shall be and remain subordinate and inferior in every way to the rights of public or private utilities, and that such public or private utilities at any time may, without liability of any kind to the owner or owners thereof, remove any such fence, wall or hedge where the removal of the same is incidental to the performance of public or private utility operations. Furthermore, the SHPOA reserves the right to vacate any reserved easement appurtenant to any lot or plot, provided such vacation shall not prevent access by public or private utilities then occupying any such easement appurtenant to any lot or plot.

Amendment of Dedication –The SHPOA expressly reserves the right, from time to time, as it may see fit by amended dedication or otherwise, including if it chooses, by following approved restriction amendment procedures, change the location of streets and easements prior to the time the same shall have been opened up actually and fully for public use or availed of by the public or by public utilities.

Disputes – In the event of any dispute over the proper interpretation of any of the provisions of this dedication, the determination and interpretation of the SHPOA Board shall be final and binding upon all interested persons

Complaints – Sandy Harbor residents may submit complaints to the Sandy Harbor Board of Directors. Such complaints may be presented in writing at any time to the Board, or orally during a regularly scheduled Sandy Harbor Board meeting.

Restrictions Made Part of Deeds – The restrictions herein set out shall be referred to, adopted and made a part of each and every contract and deed executed by and/or on behalf of the owners of property in Sandy Harbor conveying any of the lots or plots covered thereby, or any part thereof, and to all such intents and purposes as though incorporated in full therein; and each such contract and/or deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations and restrictions herein stated. And further, when said property is conveyed and referred to in accordance with and by reference to the map or plat of said Subdivision and subject to the restrictions, covenants, conditions, easements and reservations as shown by the map or plat of said Subdivision and the dedication thereof, and reciting the Volume and page thereof in the Deed Records of the Llano County, Texas such reference to said map or plat and dedication thereof in such manner shall be of the same force and effect as if said restrictions, covenants, conditions, easement and reservations were fully embodied in such instrument.

Severability – All of the restrictions, covenants, reservations, liens, and charges appearing anywhere herein, as well as those appearing in any contract, deed or other conveyance to or covering any lot or plot shown in the Llano County records for the Sandy Harbor Subdivision. or any part thereof, shall be construed together, but if any one of them shall be held to be invalid, or for any reasons is not enforced or construed to be enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

Easements Survive Sale or Transfer – All lots and plots covered hereby shall be conveyed expressly subject to the easements reserved herein, and to all easements and restrictions now of record and affecting the title thereto, especially, but in no way limited to, easement, executed April 11, 1951, by A.X. Schroeter and wife, Bertha Schroeter, to Lower Colorado River Authority, and recorded in Volume 80, pages 435, 436 and 437 of the Deed Records of Llano County, Texas, which instrument is herein referred to and made a part hereof to the same extent and effect as if copied at length herein.

Individual Right to Enforce Restrictions – The restrictions herein set forth are imposed upon each lot and plot of land for the benefit of each and every other lot and plot. All such restrictions shall constitute covenants running with the land and shall inure to the benefit of and be binding upon Sandy Harbor property owners, their successors and assigns, and each and every purchaser of and person acquiring any interest in any lot or plot, or any part thereof, and their heirs, legal representatives and assigns. All persons so acquiring any of the lands covered by these restrictions shall be deemed and taken to agree and covenant to conform to and observe all such restrictions as to the use of such lands; and the property owners, its successors and assigns, and the owner or owners of any part of such lands and of any interest therein acting jointly and severally, shall have the right to sue for and obtain an injunction to prevent the breach of, or to enforce the observance of, the restrictions and covenants above set forth in addition to the ordinary legal action for damages. The failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to enforce the same at any time thereafter, nor shall the failure to enforce such restrictions as to any one or more lots or plots, or as to any one or more owners thereof, be deemed a waiver of the right to enforce them, or any of them, as to any and all other lots, plots and/or owners; nor shall the failure of the SHPOA to enforce any such covenants, conditions or restrictions give rise or form the basis of any action against it by any person.

Enforcement of Restrictions

Construction Variances – The SHPOA Board is authorized to grant variances to Sandy Harbor deed restrictions relating to the construction activities listed in Section III of the SHPOA restrictions entitled Construction and Maintenance of Residences, Garages and Outbuildings subject to the following requirements:

- *The SHPOA Board shall vote on construction variances in a public meeting.*
- *Notice of meetings in which construction variances are voted on shall be given at least 15 days before and not more than 30 days before the date of such meeting.*
- *Meeting notice will clearly indicate on an agenda or by similar means that construction variances are being considered in the meeting and the nature of the variances being sought.*
- *Meetings shall occur at a time and place to be designated by the SHPOA Board, provided that the specific place shall be within a thirty-mile radius of the Sandy Harbor Subdivision.*
- *When considering a construction variance, the SHPOA Board shall evaluate the written variance request, accompanying documentation, the views of the SHPOA Architectural Committee and other communications and testimony from Sandy Harbor property owners as appropriate.*
- *Construction variances shall be authorized if a majority of the SHPOA Board members present vote to approve the construction variance provided a quorum of the SHPOA Board is present.*
- *The outcomes of votes relating to construction variances shall be recorded in SHPOA Board meeting minutes and the results of such votes shall be published, posted or otherwise made available in accordance with procedures that the SHPOA Board shall announce, adopt and amend from time to time in public meetings.*

If a construction variance is granted by the SHPOA Board, the SHPOA Board shall support efforts by the property owner(s) receiving a variance to reflect such decisions in letters, notices, construction plans, amendments to deeds, public documents and filings or other means as appropriate. The SHPOA Board may require reimbursement of costs associated with such efforts.

Restriction Enforcement – Restrictions for Lots/Plots of Sandy Harbor and the Architectural Design Guidelines specifically provide protocols and regulations applicable to all Property Owners. The SHPOA Board has the right to enforce the regulations to achieve the quality of life in Sandy Harbor desired by the community. Accordingly, when the SHPOA Board becomes aware that a property owner is in violation of one or several restrictions, the Board may:

- *Communicate their concern by phone call or in person advising the property owner of the issue of concern and the desired corrective action.*
- *If the property owner does not take timely corrective action, the Board shall send a registered letter advising the property owner that fines shall begin to accrue, or other enforcement actions shall be taken, thirty (30) days from the date of the letter if corrective action is not taken.*
- *Thirty (30) days after the warning letter is sent, fines shall begin to be levied for restriction violations or other enforcement steps shall be taken as follows:*
- *Failure to comply with general restrictions shall result in a \$15/day fine until such time as the violation is corrected. Such fines shall accrue up to a maximum of \$1000.00 excepting circumstances where the property owner is a repeat offender in which case the SHPOA Board may authorize fines to continue to accrue above \$1000.00.*
- *Failure to obtain required architectural committee approval for new construction, remodeling, renovation or any other activity requiring such approval after receiving verbal and written notifications shall result in a \$500.00 fine being levied.*
- *Failure to remit SHPOA dues or assessments after receiving verbal and written notifications may result in any one of several escalating penalties at the discretion of the SHPOA Board including:*
 - *Reporting unpaid dues and fines on credit reports*
 - *Turning debts over to collection agencies*
 - *Placing a lien on the property in accordance with SHPOA Restrictions*
 - *Pursuing Legal action*