

MUSTANG BEACH UNIT 1
PROPERTY OWNERS ASSOCIATION, INC.

RESTATED
COVENANTS, CONDITIONS & RESTRICTIONS

MUSTANG BEACH UNIT 1
PROPERTY OWNERS
ASSOCIATION INC.

Box 929
Port Aransas, Texas 78373

This instrument fully restates and replaces all prior versions of and amendments to the covenants, conditions and restrictions for Mustang Beach Unit 1 originally recorded at Volume 1064, page 260 in the Nueces County, Texas Real Property Records. This instrument does not affect the Bylaws of Mustang Beach Unit 1 recorded at document number 2012006911 in the Nueces County, Texas Real Property Records.

This instrument applies to the following property situated and being in Nueces County, Texas, commonly known as the Mustang Beach Unit 1 subdivision, which is more fully described as follows:

MUSTANG BEACH UNIT 1

As shown by maps and plats thereof of even date herewith of record in the Map Records of Nueces County, Texas, to which reference is here made. Mustang Beach Development Corporation has subdivided the same into lots and blocks with intervening streets, avenues, drives, waterways, parks, parkways and easement ways for the construction, operation and maintenance of utility lines in accordance with maps or plat of Mustang Beach Unit No. 1, prepared by Godley Engineering Company, Corpus Christi, Texas, duly approved by the Commissioners' Court of Nueces County, Texas, of record in Vol. 29, Pages 5 and 6, Map records of Nueces, County, and does hereby dedicate said streets, avenues, drives, parks, parkways, easement ways and waterways for the construction operation and maintenance of utility lines to the use of the future owners of lots within said subdivision and to the public as such, in accordance with the words and provisions of dedication set forth on the face of said map.

**MUSTANG BEACH UNIT 1
PROPERTY OWNERS
ASSOCIATION**

All persons who are owners of record of any lot in Mustang Beach Unit 1, including all persons and corporations who are purchasing a lot under a contract or agreement of purchase, except persons or corporations taking title as security for the payment of money or the performance of any obligation, shall be members of the Mustang Beach Unit 1 Property Owners Association. Said association shall be incorporated as a non-profit corporation, organized under the laws of the State of Texas, and created for the purpose of maintaining the waterways in said subdivision. Membership in the Mustang Beach Property Unit 1 Property Owners Association shall be governed by the By-Laws of the Corporation and shall be authorized to levy annual assessments or special assessments, and shall further have the authority to require an original deposit from the purchaser of any lot of the subdivision for such care, maintenance and operation. The assessments as may be levied and imposed upon the lots in Mustang Beach Unit 1 by the Association for the aforementioned purposes, and those that may be set forth in the By-Laws of

the Association, shall become a lien on said property as soon as the same becomes due and payable. Settlement of such liens shall be made in accordance with 51.002 of the Texas Property Code, as amended from time to time.

The corporation is also empowered to assess, collect and expend funds necessary for the proper maintenance and care of all waterways in Unit 1. The Association is also empowered to enforce charges, restrictions, conditions, covenants and assessments as may hereinafter be set forth existing upon and created for the benefit of said property.

The Association shall have all of the powers given to a property owners association in sections 204.010(a)(1)-(17) of the Texas Property Code, and any future amendments or judicial interpretations, and fully incorporates those sections, and any future amendments or changes, as if fully set forth in this document.

COVENANTS, CONDITIONS & RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and maintenance of said addition and the lots therein contained, as high-class, restricted residential sections and additions, the following restrictions and conditions on the use of said lots are hereby established and adopted and imposed upon each lot or parcel of land in said addition as shown by said maps, which conditions and restrictions shall constitute covenants running with the land, be binding upon and inure to the benefit of the members of the MUSTANG BEACH UNIT 1 PROPERTY OWNERS ASSOCIATION.

DEFINITIONS

1. The word "street" as used herein, shall include any street, drive, boulevard, road, land, avenue or passageway as shown on the recorded maps as a thoroughfare.
2. A "corner lot" is one that abuts on more than one street. Any lot, except a corner lot, is deemed to front the street upon which it abuts. A "corner lot" shall be deemed to front on the street on which it has only the smallest dimensions and shall be built to front on such street except that the Architectural Control Committee reserves the right to designate that the improvements constructed on any such corner lot shall face diagonally or on the street having the longest dimension.

USE OF LAND

1. No lot in the Subdivision shall be used other than for single-family residential purposes, and no building shall be designed for, or erected, placed upon, occupied, altered, or permitted to remain on any lot or portion thereof, other than a single-family home, including recreational amenities and attached or separate parking and / or mooring and docking facilities. No mobile

home, motor home, modular home, geodesic dome, tent, shack, lean-to or other outbuilding may be placed, moved, erected or permitted to remain on any lot, temporarily or permanently.

2. No topographic alterations shall be permitted. The sole exception to altering the topographic condition of any lot shall be with the prior written approval of the Architectural Control Committee (ACC).

3. No use shall be permitted which is offensive by reason of odors, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion. No lot shall be used or maintained as a dumping ground for rubbish or any other material. Trash, garbage or other waste or materials shall not be kept except in sanitary containers and all such items shall be maintained in a neat and attractive manner. In no event shall such containers or compost piles be maintained so as to be visible from neighboring property, streets or canals except to make the same available for collection and, then, only the shortest time reasonably to effect such collection. No incinerators shall be kept on any lot.

4. Trailers, boats/watercraft on trailers, campers and recreational vehicles (RVs) shall not be parked or stored on any lot unless they are not visible from the street. Trailers, boats/watercraft on trailers, campers and recreational vehicles (RVs) shall not be parked on the street adjacent to any Lot for more than three (3) consecutive days and not more than ten (10) days per month. Owners should be aware that trailer and RV parking on the street is also governed by local city ordinances and codes which may be more restrictive.

5. No sign of any kind shall be displayed to the public view on any lot other than signs constructed and located in accordance with standards adopted and approved by the ACC, and other than a maximum five (5) foot square professional sign advertising a property for Sale.

6. Each Owner of both improved and unimproved Lots shall keep grass, weeds and vegetation trimmed or cut so that the entire lot remains in a neat, orderly and attractive condition.

7. No hunting shall be allowed in the Subdivision and any discharge of firearms is strictly prohibited. No fixed net, fixed line or sail line fishing shall be permitted in any of the channels that could in any way interfere with the free navigability of such channels. No livestock other than household pets may be kept or raised in the Subdivision, and no household pets shall be bred or maintained on any Lot for commercial purposes or for sale.

8. No oil well drilling, oil development operations oil refining, quarrying or mining operations of any kind shall be permitted on a Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any lot in the subdivision.

19. The right to rent shall be limited to a minimum period of one (1) month and in accordance

with local zoning ordinances. Lot Owners are permitted to rent their homes with the understanding that they (the lot owners) are responsible for the actions and understanding that all renters are to adhere to all the restrictive covenants and rules and regulations of said Association.

BULKHEADS, CHANNELS AND DOCKS

1. Each Lot Owner has the responsibility to maintain their bulkhead in a sound and safe condition and is liable for any remediation of the canal or channel resulting from failure of their bulkhead, dock or appurtenant structures. No bulkhead shall be cut or impaired without the express written consent of the Architectural Control Committee.
2. Lot Owners shall be diligent in regards to the maintenance of any docks and piers associated with such Lot. Owners shall keep docks and piers free of all debris, trash, rubbish, garbage or any other unsightly or unsanitary material or any hazard to navigation.
3. The channels in the Subdivision shall not be used for dumping foreign matter of any type, and nothing shall at any time be deposited or left in any channel other than properly tended or moored boats.
4. No Lot Owner or any guest of such Lot Owner shall moor a boat in any area of any channel except in that portion of the channel which is alongside or within with the confines of such Owner's dock. No boats used for commercial fishing purposes shall be moored in any slip or channel within the Subdivision.
5. The Lot Owners and their guests shall strictly observe a No Wake and five mile per hour (5 MPH.) speed limit in all channels.

USE OF DOCKS, PIERS AND MOORINGS

Docks, piers, moorings and related facilities constructed on any Lot shall be for the exclusive use and benefit of the Lot Owner of such Lot and such Lot Owner's respective guests and invitees. Such docks, piers, moorings and related facilities shall not be sold or rented to third parties. All boats/watercraft must be moored securely within a twenty-two (22) foot easement of the docking area. No portion of the docks or piers shall be used for fuel operations. No business shall be carried on within the Subdivision that would charter or make available for hire boats or any type of transportation mechanism.

ARCHITECTURAL RESTRICTIONS

1. ARCHITECTURAL CONTROL COMMITTEE (ACC)

A. The ACC shall be appointed by the President and is composed of a Chairperson, three members and one alternate. Each of the members shall serve for a two (2) year term. A majority

of the ACC may designate a representative to act in their behalf. In the event of the death or resignation of any member of the ACC, the remaining members shall have full authority to designate a successor. Neither the members of the ACC, nor its designated representative, shall be entitled to any compensation for the services performed pursuant to this covenant.

B. The general purpose of the ACC shall be to provide for the maintenance of high standards of architecture and construction in such a manner as to enhance the aesthetic properties and structural soundness of the Subdivision. The ACC shall be guided by and, except when in their sole discretion good planning would dictate to the contrary, controlled by this Declaration. The decision of the ACC shall be final, conclusive and binding.

C. No building, dock or pier shall be erected, placed, or altered on any lot until the construction plans, specifications and a plan showing the location of the structure have been approved by the ACC as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.

D. The ACC's approval or disapproval, as required in these covenants, shall be in writing. **Under no circumstances shall construction begin prior to receiving written approval from the ACC.**

E. At time of plan submission to an ACC member, lot owner and ACC member must complete the form provided by ACC member to confirm receipt of plans and specifications. The ACC shall have thirty (30) days from the date of receipt to approve or disapprove the plans.

F. Final plans and specification shall be submitted to the ACC for approval or disapproval. At such time as the plans and specifications meet the approval of the ACC, one complete set of such plans and specifications will be retained by the ACC. Any modification or change to the approved set of plans and specifications must again be submitted to the ACC for its inspection and approval. The approval is valid for one (1) year and the plans must be resubmitted to the ACC for approval after the expiration.

G. The right is reserved for the ACC to change these restrictions in the case of unusual or irregularly shaped lot or lots, unusual in size, or where the ACC deems changes advisable covering improvements bordering any channel, where such change is required for the advantage and best appearance of the immediate community.

H. A fee shall be assessed upon each lot upon which construction is being proposed and shall be paid by each Lot Owner to the Association at the time plans and specifications are submitted to the ACC. The amount of the fee shall be established annually by the Board and will be used to offset the costs of reviewing the plans and specifications.

2. FULL LOT REQUIRED

No structure or improvement of any type shall be erected, placed upon or maintained on any building area less than one full Lot as designated on the recorded plat of the Subdivision. Two (2) or more full size adjacent Lots may be re-platted into a single Lot, however association dues will continue to be assessed on each individual Lot as shown on the original plat for the subdivision as recorded with the city. Under no circumstances may any Lot be subdivided such that the resulting area would be less than the full Lot area shown on the original recorded plat.

3. BUILDING LOCATION

A. No building shall be erected on any lot or lots in said Unit 1 less than twenty five feet (25') from the front lot line or farther away from the front lot line than thirty feet (30').

B. No building shall be erected on any lot or lots in said Unit 1 less than thirty (30) feet from the inside face of the bulkheads.

C. No portion of any main building shall be erected nearer than five feet (5') to any interior lot line. The side building line upon all corner lots in said Unit 1 shall be ten feet (10') from the side street line, and where designated on the plats shall be at the distance shown on the plats, and no building shall be built on any lot nearer to the side lot line than the distance herein specified and referred to except that in the case of any unusual or irregularly shaped lot as approved by the Architectural Control Committee.

D. Notwithstanding the provisions contained herein, Declarant or the owners or purchasers of two or more lots may locate one building on said two or more lots such that the interior line of such lot shall be the lot line between the lots owned by the owner or purchaser constructing one house on two or more lots and the contiguous lots not owned by said owner or purchaser. In other words, if an owner constructs one house on two contiguous lots in the subdivision, the side yard set back provided for herein shall only be applicable to the two exterior lot lines and not the lot line common between the two lots.

4. MINIMUM FLOOR AREA

A. A single family dwelling constructed on a lot must have a floor living area of not less than 2,000 square feet, exclusive of open or screened in porches, terraces, patios driveways, carports and garages. In the case of two-story single-family dwellings, the ground floor must have a floor living area of at least 1,200 square feet with a second floor containing a floor living area of at least 800 square feet. Houses constructed prior to the effective date of this revised restriction are exempt from this provision.

B. Any current home constructed prior to the date of this revision is "grandfathered" and exempt from this revision. In the case of a loss of an existing home due to fire, storm or other disaster, the property owner would be approved to reconstruct on the same footprint as the previous home.

C. Existing lot owners would have a 6-month grace period from the date the revised restriction is recorded to submit preliminary plans for approval using the current restrictions.

5. GRADE ELEVATION, FOUNDATION AND BUILDING HEIGHT

A. The foundations of all main buildings and all out buildings, either attached or detached, shall be of concrete and must be fully enclosed at the perimeter.

B. The finished floor elevation of the first floor of any dwelling shall not be less than eight feet (8') nor more than nine feet (9') above mean sea level. The finished floor elevation for the second floor of any dwelling shall not be less than nine feet (9') nor more than thirteen feet (13') above the first floor finished level. No dwelling, garage or appurtenant building shall exceed two (2) stories in height and in any case, the maximum height of said buildings shall not exceed thirty three feet (33') above the first floor finished elevation.

6. EXTERIOR WALLS

The exterior walls of each main dwelling shall be of natural stone, brick, stucco, concrete block, concrete board, siding, wood, or any combination thereof. Materials used on the main building or any outbuilding must be in harmony with the general architectural design of the main building, as determined by the Committee.

7. COMPLETION TIME

Any structures, or improvement commenced on any lot in the Subdivision, shall be completed within twelve (12) months after the start of such construction, or within such additional time as may be approved in writing by the Architectural Committee. No partially completed structure or improvement of any type shall be permitted to remain on any Lot beyond said period of time.

8. PLUMBING & SANITARY FACILITIES

All structures shall have plumbing installations completed prior to occupancy. Such plumbing shall comply with all laws, rules and regulations of governmental authorities having and asserting jurisdiction. No outside toilet shall be installed or maintained on any Lot and all sanitary plumbing shall be connected to the public sanitary sewer system. Placement of temporary portable toilets for the use solely by building contractors shall be limited to the duration of construction.

9. ELECTRICAL

No sources of electrical energy shall be brought to any lot or used upon a Lot until the Committee has approved plans and specifications for the establishment of said improvements on

such Lot.

10. WATER

Improvements constructed on any Lot shall be connected to the public water system installed in the Subdivision. Individual water wells solely for the purpose of irrigation on any Lot shall be allowed only if the well is pre-approved by the state and local jurisdictions and the ACC.

11. DOCKS AND PIERS

The manner of construction of boat docks, piers, lifts and walkways of any type shall be approved by the ACC prior to their construction. The dock surface adjacent to the bulkhead should not exceed five (5) in width and finger docks should not exceed four (4) feet in width. Tie-off pilings may be placed no more than twenty two (22') feet (inclusive of dock piers and walkways) from the exterior bulkhead line of any Lot. No covered boat docks are allowed. Each Lot Owner shall maintain such docks, piers and walkways in a good condition and shall make needed repairs promptly. Fish cleaning stands may be constructed subject to the prior approval of the Committee. As a general guideline, the fish cleaning station roof area should not exceed thirty-six (36) square feet.

12. FENCES AND WALLS

A. No fence or wall shall be placed or permitted on any Lot without first obtaining the approval of the Committee.

B. No fence or wall shall be erected, placed, altered or maintained on any building site nearer to the front lot line than the minimum building setback line shown on the recorded plat of the Subdivision or in any event, forward of the front wall line of the main building.

C. No fence or wall shall exceed six (6) feet in height at any point on the lot above the finished grade at that point.

D. However, in addition to the forgoing, no solid fence or wall may be constructed within ten (10) feet of the bulkhead. All fences erected within 10 feet of the channel bulkhead shall be constructed using an open type pattern and material that is approved by the ACC.

13. SWIMMING POOLS

In-ground swimming pools, spas and hot tubs shall be permitted, provided: (1) that approval of the location of same is first obtained from the ACC; (2) that the construction and maintenance of same is in compliance with all applicable laws, rules, regulation and ordinances of state, county and/or municipal authorities asserting jurisdiction. The location will be a primary concern of the ACC due to the integrity of the bulkhead. Pools may be installed in any portion of the property

that does not include easements. Pools placed within ten feet (10') of the bulkhead will require an engineers report attesting to the integrity of the bulkhead. Such report is to be provided to the ACC at the time of pool plan submission. Local City building and safety codes concerning fencing are also applicable.

EASEMENTS

1. It is agreed that all lots in Mustang Beach Unit 1 shall be subject to easements over and across such portions of each lot, as shown by map of said subdivision, such easements being appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles or cables, pipe lines and drainage ditches or structures, and/or equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access shall include the right, without liability on the part of anyone or all of the owners or operators of such utilities, to remove any obstructions on said easement right of way, as in their operation may interfere with the installation or operation of their circuits, lines, pipes or drainage ditches or structures. Such easements shall be for the general benefit of the subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property aforesaid, except that nothing set out above shall prohibit, as heretofore set out, the use of such easements or right of ways by adjacent owners for the construction of fence lines, walks, and/or drives provided no permanent structures are built thereon and provided no damages shall accrue to any utility company because of the removal and non-replacement of such construction for the purpose of satisfactorily operating utilities in such easements or right of ways.

2. In addition to the ground easements above listed, an additional easement from the center of each and every channel to twenty five feet (25') beyond the bulkheads is reserved for navigation and maintenance of said channel.

RIGHT TO ENFORCE

1. The powers and duties in this declaration are not exclusive and are cumulative. In addition to other powers and duties enumerated in this declaration, through the Board of Directors, the Association shall have the following powers and duties with respect to enforcing the provisions of these restrictions:

- (a) To enforce the Declaration, Restrictions, it's By-Laws, its rules and regulations.
- (b) To receive complaints regarding violations of these Restrictions, the bylaws, or the rules and regulations.
- (c) To hold meetings to determine whether to discipline Owners who violate these restrictions, the bylaws, or the rules and regulations.
- (d) To manage and maintain all of the channels in a state of high quality and in good

repair.

2. Each lot owner in the Subdivision shall by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same of such lot, binds himself, his heirs, personal representatives and assigns to pay all charges determined and levied on each lot; including interest thereon and collection costs thereof, if any, including attorney's fees and the obligation to pay such charges, interest, and costs thereby constituting obligations running with the land. Enforcement of a lien for unpaid assessments shall be the same as the procedure for the foreclosing of a Deed of Trust lien under sec. 51.002 of the Texas Property Code, as amended from time to time. The charges determined and levied on each lot, including assessments, are also the personal obligation of the lot owner who owned the lot when the charges were levied. This personal obligation survives the sale of the lot. The Association may bring suit against the owner to collect these sums, and this remedy may be used in addition to any lien and foreclose remedy provided in this document. The Association may also file a lawsuit to collect all interest, expenses, and attorney's fees incurred by the Association to collect charges, regardless of whether the Association attempts to collect the charges through a lien, a lawsuit, or both.

3. The Board shall also levy an assessment against any Owner, as a direct result of whose acts or failure or refusal to act or otherwise to comply with the Mustang Beach Unit 1 Restrictions, for moneys expended by the Association in performing its functions under said Restrictions. Such assessment shall be in the amount so expended and shall be due and payable to the Association when levied. Moneys so expended shall include, without limitation, reasonable engineers', architects', attorneys' and accountants' fees incurred by the Association.

4. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restriction, conditions and reservations imposed by these Restrictions. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

MEDIATION

Prior to instituting any proceedings, all parties to a dispute shall mediate the controversy in good faith. The party wishing to modify or enforce the terms and conditions of these restrictions, or rules and regulations shall give written notice to the other party of a desire to mediate the controversy. If within fifteen (15) days after receipt of the written notice, the other party does not agree to attend mediation or fails without good cause to attend a scheduled mediation of the controversy, the party desiring modification or enforcement shall be released from the obligation to mediate and shall be free to proceed with the modification or enforcement. If the parties cannot agree on a mediator within ten days after the other party's receipt of the written notice, the Board may select the mediator. The compensation of the mediator shall be divided and borne equally by the parties and shall be paid in advance by the parties to the mediator. This Section

does not apply to attempts by the Association to collect past due assessments or to seek emergency temporary relief to prevent the violation of these restrictions.

ATTORNEY'S FEES

If any controversy, claim or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

AMENDMENTS AND DURATION OF RESTRICTIONS

All of the restrictions and covenant herein set forth shall continue and be binding upon Mustang Beach Unit 1 Lot Owners, and upon their successors and assigns, unless same are nullified or revised as hereinafter provided. The Owners of a majority of the Lots in Mustang Beach Unit 1 may execute and acknowledge an agreement in writing terminating or revising these restrictions and covenants and file the same in the office of the County Clerk of Nueces County, Texas, or, in such office as conveyances of real estate may be required to be filed, and then and thereafter these restrictions and covenants shall be null, void and of no further force and effect, or be modified or revised as the aforesaid mentioned instrument may direct.

SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS
MUSTANG BEACH UNIT 1

Page 13

DEDICATION:

This instrument of dedication relates to and affects the above described property, and shall not affect other property not herein described. This instrument was approved by a vote of the majority of the property owners at a meeting noticed and conducted for the purpose on the 28th day of February 2015.

EXECUTED this the 13th day of March, 2015.

MUSTANG BEACH UNIT 1 PROPERTY OWNERS ASSOCIATION, INC.

By:



Burt Jones
President

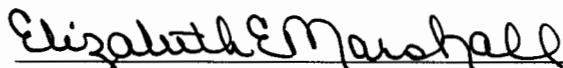


Mike Hall
Director

COUNTY OF NUECES}
STATE OF TEXAS}

BEFORE ME: the undersigned authority, on this day personally appeared Burt Jones, President of MUSTANG BEACH UNIT 1 PROPERTY OWNERS ASSOCIATION, INC. and Mike Hall, Director, MUSTANG BEACH UNIT 1 PROPERTY OWNERS ASSOCIATION, INC., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of
March, 2015.



Notary Public, Nueces County, Texas

(SEAL)



RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS
MUSTANG BEACH UNIT 1

Page 14

✓ Mustang Beach Unit 1
P.O. Box 929
Port Aransas Tx 78373

Doc# ~~2015009403~~

± Pages 14

03/16/2015 3:41PM

Official Records of

NUECES COUNTY

KARA SANDS

COUNTY CLERK

Fees \$67.00

Any provision herein which restricts the Sale,
Rental or use of the described
REAL PROPERTY because of Race, Color,
Religion, Sex, Handicap, Familial Status, or
National Origin is invalid and unenforceable
under FEDERAL LAW, 3/12/89.

STATE OF TEXAS

COUNTY OF NUECES

I hereby certify that this instrument was FILED
in file number sequence on the date and at the
time stamped herein by me, and was duly RECORDED
in the Official Public Records of
Nueces County, Texas
KARA SANDS



Kara Sands