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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

BACKBAY TOWNHOMES, SECTION ONE

STATE OF TEXAS)
 (
COUNTY OF GALVESTON)

We, the undersigned, being the owners of not less than ninety (90) percent of the Lots in Backbay Townhomes, Section One, a subdivision in Galveston County, Texas, according to the map thereof recorded in Volume 15, Page 15, in the Office of the County Clerk of Galveston County, Texas, hereby amend and, as amended restate in their entirety the covenants, conditions and restrictions governing Backbay Townhomes, Section One, as previously set forth in (1) the Declaration of Covenants, Conditions and Restrictions, Backbay Townhomes, of record in Volume 2488, Page 609, in the Office of the County Clerk of Galveston County, Texas, (the "Original Declaration") and (2) the Amendment to Declaration of Covenants and Restrictions of such Backbay Townhomes of record in Volume 2770 at Page 100 in the Office of the County Clerk of Galveston County, Texas (the "First Amendment"), and agree that such Original Declaration and First Amendment shall be further amended and restated by these Amended and Restated Declaration of Covenants, Conditions and Restrictions for Backbay Townhomes, Section One (these "Amended and Restated Restrictions"):

The property (the "Property") covered by these Amended and Restated Restrictions is all of the real property described by the Original Declaration (save and except that part of such real property which was released from such covenants, conditions and restrictions by the First Amendment) such Property being more particularly described as follows:

All that certain tract or parcel of land lying and being situated in Galveston, Galveston County, Texas, and being portions of Lots 109 and 118 of Section 1 of the Trimble and Lindsey Survey of Galveston Island, Galveston County, Texas, described by metes and bounds as follows:

Beginning at a 2" iron pipe which marks the common corner of Lots 109, 108, 107 and 106, all in Section 1 of the Trimble and Lindsey Survey of Galveston Island in the City and County of Galveston, Texas.

Thence South 25° 00" East along and with the Easterly line of Lot 109, a distance of 318.8 feet to a point for corner;

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

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Thence South 25° 00" East, continuing along the Easterly line of Lot 109, a distance of 959.4 feet to a point;

Thence South 65° 11' 47" West, 60 feet to a point which is the beginning point of tract herein described;

Thence South 65° 11' 47" West, a distance of 455 feet to a point for corner;

Thence North 25° 00" West, along the line parallel to the Easterly line of Lot 109, a distance of 1,190.19 feet to a point for corner, being the Southerly line of 60' right of way;

Thence North 65° 12' East, along and with the Southerly right of way line, a distance of 94.69 feet to a point for corner;

Thence South 37° 38' East, 324.86 feet to a point for corner;

Thence North 65° 00" East, a distance of 289.19 feet to a point for corner;

Thence South 25° 00" East, parallel to the East line of Lot 109, a distance of 874.40 feet to the beginning point of this tract herein described.

Said tract of land being known as BACKBAY TOWNHOMES, Section One, as recorded in Volume 15, Page 15, of the Map Records of Galveston County, Texas, and accordingly, said map is referred to hereinafter as "said Plat."

SAVE AND EXCEPT the following described parcel out of the above described larger tract (such parcel having been released from the Original Declaration by the First Amendment):

Being 7.299 acres of land, more or less, out of Section 1 of the Trimble & Lindsey Survey of Galveston Island, Galveston County, Texas, and also being a part of Backbay Townhomes, Section 1, according to map of said Backbay Townhomes, Section 1 of record in Volume 15, Page 15, Plat Records, in the Office of the County Clerk of Galveston County, Texas, said 7.299 acres being more particularly described by metes and bounds as follows:

Commencing at the Southeast corner of said Backbay Townhomes Section 1, said point being in the North line of Heards' Lane and in the West line of a 60 foot drainage easement, said point also being North 24° 59' 27" West, 42 feet and South 65° 11' 47.3" West, 60 feet from the Southeast corner of Lot 109, Section 1, Trimble and Lindsey Survey;

THENCE North 24° 59' 27" West, along the West line of said 60 foot drainage easement, a distance of 272.70 feet to the Place of Beginning of herein described tract;

THENCE South 65° 00' 33" West, a distance of 85.0 feet to point for corner;

THENCE South 24° 59' 27" East, a distance of 10.0 feet to point for corner;

THENCE South 65° 00' 33" West, a distance of 285.0 feet to point for corner;

THENCE North 24° 59' 27" West, a distance of 10.0 feet to point for corner.

THENCE South 65° 00' 33" West, a distance of 85.0 feet to point for corner in the West line of said Backbay Townhomes Section 1;

THENCE North 24° 59' 27" West, along and with the West line of said Backbay Townhomes Section 1, a distance of 918.97 feet to the Northwest

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corner of said Backbay Townhomes Section 1, said point also being in the South line of Avenue N-1/2';

THENCE North 65° 12' 13" East, along the South line of Avenue N-1/2 and the North line of Backbay Townhomes Section 1, a distance of 94.69 feet to point for corner in the West line of said 60 foot drainage easement;

THENCE South 37° 38' 13" East, along said subdivision line and the West line of said drainage easement, a distance of 324.86 feet to point for corner;

THENCE North 65° 00' 13" East, along said subdivision line and the South line of said drainage easement, a distance of 289.19 feet to the most Easterly Northeast corner of said Backbay Townhomes Section 1;

THENCE South 24° 59' 27" East, along and with the East line of Backbay Townhomes Section 1, a distance of 601.7 feet to the PLACE OF BEGINNING.

The undersigned, as the owners of not less than ninety (90) percent of the Lots, joined herein by Backbay Townhomes Association, a Texas non-profit corporation, as the owner of the Common Area comprising a part of the Property, hereby subject the Property to these Amended and Restated Covenants, Conditions and Restrictions, and hereby declare that the properties, Lots and common area comprising any part of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the values and desirability of, and which shall run and continue to run with the Property and be binding upon all parties of any right, title or interest in the Property, or any part thereof, and their respective heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to BACKBAY TOWNHOMES ASSOCIATION, a Texas non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" is defined above.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the

Association is described as all of the Property, save and except the Lots and improvements thereon.

Section 5. "Lots" shall mean and refer to the twenty-eight (28) numbered Lots of land now part of the Property, and "Lot" shall mean and refer to any one of the Lots.

Section 6. "Original Declaration", "First Amendment" and these "Amended and Restated Restrictions" are defined above.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational or other facilities owned or operated by the Association, excluding domestic water, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; unless such infraction is continuing;
- (c) the rights of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded;
- (d) the right of individual Owners to the exclusive use of parking spaces as provided in this article.
- (e) the right of the Association to limit the number of guests of Owners;
- (f) the right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property. The rights of any such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Each Lot has and shall continue to have permanently assigned to it two covered automobile parking spaces.

The use of all other parking areas situated in the Common Area shall be subject to the exclusive control and management of the Board of Directors of the Association, including the assignment of areas where boats, trailers, etc., may or may not be parked or stored.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. There shall be a single class of membership in the Association and no member shall have any greater voting or other rights than any other member.

Section 3. Each Owner shall be entitled to one vote for each Lot owned. When more than person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves shall determine and in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner and each future Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. There is expressly reserved to the Association a continuing vendor's lien to secure all such assessments against each Lot in the Property. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property; to supply domestic water and sanitary sewer service for the residents and Common Area; and to improve and maintain the Common Area and the roofs and exterior portions of the homes situated upon the Property (as provided in Article VI).

Section 3. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or the roofs and exterior portions of the homes situated upon the Property (as provided in Article VI), including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written consent of 66 2/3% of the members.

Section 4. Notice and Quorum for any Action Authorized Under Section 3. Written notice of any meeting called for the purposes of taking any action authorized under Section 3 shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments. The annual assessments as to the Lots shall commence on the first day of the month of each fiscal year (the "annual assessment period"). The annual assessment shall be due and payable in monthly installments equal to one-twelfth of the annual assessment commencing on the dates provided above. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty days in advance

of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly grants a continuing vendor's lien to the Association and vests in the Association, or its agents, the rights and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage, but the sale or transfer of any Lot shall not affect the assessment lien which shall continue to be a lien on the Lot and the personal obligation of the transferor. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Insurance.

(a) The Board of Directors of the Association shall have authority to obtain and maintain insurance on all homes and buildings on all Lots (including all fixtures,

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installations or additions thereto contained within the unfinished interior surfaces of the perimeter walls, floors, carpeting and ceilings, but not including furniture, furnishings, appliances, drapes or other personal property) and the Common Areas, and all improvements, if any, located in the Common Areas, against loss or damage by fire and loss or damage by all risks now or hereafter embraced by the Texas Multi-Peril Form and windstorm coverage, and any similar extended coverage policy or endorsements thereto designed for insuring structures similar to the buildings on the Lots and the Common Areas, and improvements thereon in the State of Texas, with vandalism and malicious mischief endorsements, in amounts sufficient to prevent the Association or the Owners of the Lots from becoming co-insurers within the terms of the applicable policies, but in any event in an amount not less than the full insurable replacement cost of all such improvement. The full insurable replacement cost of such improvement shall be determined from time to time by the Board of Directors, and the Board of Directors shall have the authority to obtain and pay for an appraisal by a person or organization selected by the Board of Directors to make such determination. The cost of any and all such appraisal shall be paid for out of the assessments of the Association.

(b) The Board of Directors of the Association shall have authority to obtain comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or any Owner, or the family, agent, employee or invitee of any Owner, occurring, on or about the Common Areas or upon, in or about any private driveway, roadway, walkway and passage way on or adjoining the Property, which public liability and property damage insurance shall afford protection to such limits as the Board of Directors deem desirable and appropriate.

(c) The Board of Directors of the Association shall have authority to obtain officers and directors liability insurance covering the officers and directors of the Association against such risks and in such amounts as the Board of Directors deems desirable and appropriate.

(d) The Board of Directors of the Association shall have authority to obtain such other insurance in such reasonable amounts as the Board of Directors deems desirable and appropriate.

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(e) All costs, charges and premiums for all insurance obtained by the Board of Directors shall be a common expense of all Owners and shall be a part of the maintenance assessment.

(f) Each Owner shall be responsible for obtaining and maintaining insurance on the contents and personal property located in his townhome or in his parking area, including all decorations, furnishings and personal property therein, and covering his personal liability insuring against the liability of such Owner, all at the Owner's expense.

(g) All insurance carried by the Association under this Article shall be carried in favor of the Association and in favor of the Owner and the holders of the first lien on each Lot, if any, as their respective interests may appear of record, the respective interests of each Owner being equal as among all Owners. Each policy of insurance carried by the Association under this Article shall contain a standard mortgagee clause in favor of the first lien holder, if any, of each Lot, but the proceeds of any such policy shall be held by the Association subject to the absolute and binding requirement on each Owner and the holder of each first mortgage on each Lot that all insurance proceeds shall first be utilized to repair or replace the common walls and the exterior of a damaged townhome (if the insurance proceeds are adequate in that regard) in order to prevent continuation of any damaged townhome from degrading the value of adjacent townhomes. Each Owner shall be required to repair any such damage and to rebuild such townhome to the same conditions such townhome was in prior to the damage to the townhome, and all such rebuilding or repair shall be conducted in a good and workmanlike manner and shall at all times be subject to the approval of the Board of Directors of the Association. The Association shall hold all such insurance proceeds and shall pay such proceeds only for rebuilding or repairs to the townhome which are approved by the Board of Directors. Notwithstanding the foregoing, the Owner shall have the sole and continuing responsibility for negotiating directly with the insurance company or companies for the amount of such insurance recovery, but the amount of insurance, if any, recovered from such insurance company shall not affect the Owner's absolute obligation to rebuild or repair the townhome to its condition prior to such damage or destruction.

ARTICLE V**ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI**EXTERIOR MAINTENANCE**

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replace (subject to the provisions hereof concerning the Owners' obligation to rebuild in the event of destruction by fire or other casualty) and care for roofs, gutters and downspouts, (if any), exterior building surfaces, fences, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include: glass surfaces, enclosed patio areas (if any), window and door fixtures and hardware, landscaping installed by Owner (if any), exterior light fixtures operated from a residence, air conditioning equipment, utility company meters, circuit breakers and switch panels, sanitary sewer, gas and electric power service lines, nor any work or thing specifically defined as Owner's maintenance in Article VIII, Section 12.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

In the event an Owner is responsible for certain exterior maintenance as set forth in the Rules and Regulations of the Association and such Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs with Land. The rights of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to choose an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

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ARTICLE VIII

USE RESTRICTIONS

The Lots and the Common Areas shall be occupied and used as follows:

Section 1. Residential Use. No Owner shall occupy or use his Lot or building thereon, or permit the same or any part thereof to be occupied for any purpose other than residential use by his family, guest or tenants.

Section 2. Obstruction of Common Area. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Board of Directors.

Section 3. Insurance. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, or the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No boat, trailer or truck shall be parked or stored in front of any dwelling unit for more than forty-eight (48) hours. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street, or in the Common Area.

Section 5. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, barn, servants quarters or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently; nor shall any used residence or other used structure be moved onto any Lot.

Section 6. Signs. No sign of any kind shall be displayed to public view on the exterior of any Lot or building except one sign of not more than five (5) square feet in area advertising the merits of the property for sale or rent may be displayed in the window of such unit for sale.

Section 7. Oil and Mining Operations. No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall

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be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

Section 8. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets, not to exceed a total of two (2) pets, may be kept provided that they shall not become a nuisance and are not kept, bred, or maintained for any commercial purposes.

Section 9. Garbage and Refuse Disposal. No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept screened by adequate planting or fencing so as to conceal them from public view. There is reserved in favor of the Association the determination of the method of garbage disposal, that is, whether it shall be through public authority or through private garbage disposal contractor(s). All incinerators or other equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

Section 10. Sewage Treatment. No sewage treatment system shall be permitted on any Lot.

Section 11. Use of Common Areas. Except in the individual patio areas appurtenant to a residence, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated architectural committee. Except for the right of ingress and egress and the right and easement of enjoyment as defined herein, the Owners are hereby prohibited and restricted from using any of the Property outside the exterior Property lines of each Lot, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of the Property, and any additions thereto, and is necessary for the protection of the Owners. Maintenance, upkeep and repairs of any patio area shall be the sole responsibility of the individual Owner and not in any manner the responsibility of the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and all exteriors and roofs of the residences, including but not limited to, recreation and

parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representative.

Section 12. Owner's Maintenance. The Owner shall maintain and keep in repair the following equipment and lines located outside the residence air conditioning compressor condenser, including pipes and electrical lines connecting same to the residence, sanitary sewer line connecting the residence to the sanitary sewer collection system, electric power service conductors from the exterior of the building to the point of connecting to the electric utility company's junction box or transformer, electric circuit breakers, any portion of natural gas, and/or telephone service lines located on the Lot but not maintained by the gas and/or telephone companies, and water service line from curb stop to and throughout the dwelling unit.

An Owner shall not do any act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their Owners.

Section 13. Outside Antennas. Without prior written approval of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property, nor upon any structure situated upon the Property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

Section 14. Non-Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE IX

EASEMENTS

Section 1. Construction. Each Lot and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs. A valid easement for such encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the structure containing two or more residences is partially or totally destroyed, and then rebuilt, the Owners so affected agree that minor encroachments of parts of

the adjacent residential units on Common Areas due to construction shall be permitted and that a valid easement for such encroachment and the maintenance thereof shall exist.

Section 2. Utility, Emergency and Association. There is hereby created a blanket easement upon, across and over and under all of said property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter in or to cross over the Common Area and any Lot to perform the duties of maintenance and repair of the residence or Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as approved by the Association's Board of Directors. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

Section 3. Underground Utility Services.

(a) **Underground Electric Service.** An underground electric distribution system will be installed to Lots. The Owner of each Lot, at his own cost, shall furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's meeting on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line

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of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

(b) Telephone Service. Telephone service shall be available to each Lot and Common Area. Service between the telephone company's main lines and an individual residence shall be by way of underground conduit. Such conduit system shall be owned and maintained by the Owner, but all service wires therein shall be installed, owned and maintained by the telephone utility.

(c) Water Service. Water service shall be provided to each Lot by way of a water distribution system owned by the Association and connected by means of master meters to the City of Galveston main. The distribution system between the gate valve at the City of Galveston mains and the curb stop at each residence shall be the property of the Association and shall be operated and maintained by the Association.

(d) Sanitary Sewer Service. Sanitary sewer service shall be provided to each Lot by means of a sanitary sewer collection system owned by the Association, which sanitary sewer collection system shall be connected to City of Galveston sanitary sewer system for final treatment. That portion of the sanitary sewer service line from the point that it connects to the collection system owned by the Association to and throughout the residence shall be owned and maintained by the Owner.

(e) Use of Easements. Easements for underground utility services may be crossed by driveways and walkways provided prior arrangements are made with the utility furnishing the service. Such easements for underground services shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways, or driveways.

004-69-0351

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, as a Plaintiff or as a Defendant or other party in any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any amendment must be recorded in the Deed Records of Galveston County, Texas.

EXECUTED this, the 17th day of February, 1988, by Backbay Townhomes Association, a Texas non-profit corporation, and by the undersigned owners of the Lots in such Backbay Townhomes subdivision set forth above their names below.

BACKBAY TOWNHOMES ASSOCIATION,
a Texas non-profit corporation

By: Frank Holcomb
its President

1) Lot 2, Block 4

Karen E. Pickett
(Signature)

(Signature)

Karen E. Pickett
(Print Name)

(Print Name)

2) Lot 1, Block 2

Angela Perugini
(Signature)
Gladys Perugini
(Signature)

ANGELA PERUGINI
(Print Name)
GLADYS PERUGINI
(Print Name)

3) Lot 2, Block 3

Joyce A. Dundee
(Signature)
[Signature]
(Signature)

JOYCE A. DUNDEE
(Print Name)
[Signature]
(Print Name)

4) Lot 1, Block 4

Mrs. Marcia [Signature]
(Signature)
Elizabeth M. Schuffler
(Signature)

[Signature]
(Print Name)
[Signature]
(Print Name)

5) Lot 4, Block 1

Jeanne L. Powell
(Signature)
[Signature]
(Signature)

Jeanne L. Powell
(Print Name)
L.C. Powell, Jr. M.D.
(Print Name)

6) Lot 4, Block 4

Mary W. Stone
(Signature)
[Signature]
(Signature)

GARY W. STONE
(Print Name)
[Signature]
(Print Name)

7) Lot 7, Block 2

Lynda Balfour
(Signature)
Jeffery L. Balfour
(Signature)

LYNDA BALFOUR
(Print Name)
JEFFERY L. BALFOUR
(Print Name)

004-69-0353

8) Lot 5, Block 3

Jan M. Mahoney
(Signature)
Arthur W. Mahoney
(Signature)

Anna M. Mahoney
(Print Name)
Arthur W. Mahoney
(Print Name)

9) Lot 3, Block 2

Thomas Blair Albrecht
(Signature)

(Signature)

THOMAS BLAIR ALBRECHT
(Print Name)

(Print Name)

10) Lot 3, Block 1

James A. McCaslin
(Signature)
Miriam McCaslin
(Signature)

James A. McCaslin, Jr.
(Print Name)
MIRIAM McCASLIN
(Print Name)

11) Lot 1, Block 1

Jerry L. Corran
(Signature)

(Signature)

JERRY L. CORRAN
(Print Name)

(Print Name)

12) Lot 7, Block 4

Fran Holcomb
(Signature)
Nolan D. Holcomb
(Signature)

FRAN Holcomb
(Print Name)
Nolan D. Holcomb
(Print Name)

13) Lot 3, Block 3

Marci Padia
(Signature)

(Signature)

Marci Padia
(Print Name)

(Print Name)

004-69-0354

14) Lot 6, Block 3

Barbara Regan-Harvey
(Signature)

(Signature)

Barbara Regan-Harvey
(Print Name)

(Print Name)

15) Lot 4, Block 3

George D. Dick
(Signature)

Catherine T. Dick
(Signature)

George D. Dick
(Print Name)

CATHERINE T. DICK
(Print Name)

16) Lot 6, Block 2

Thomas E. Sutton
(Signature)

Sandra M. Sutton
(Signature)

Thomas E. Sutton
(Print Name)

Sandra M. Sutton
(Print Name)

17) Lot 4, Block 2

Jerry A. Thiem DDS
(Signature)

Lalene B. Thiem
(Signature)

Jerry A. Thiem DDS.
(Print Name)

Lalene B. Thiem
(Print Name)

18) Lot 5, Block 2

Loretta Menotti Perez
(Signature)

(Signature)

LORETTA MENOtti PEREZ
(Print Name)

(Print Name)

19) Lot 7, Block 1

Richard D. DunN
(Signature)

(Signature)

RICHARD D. DUNN
(Print Name)

(Print Name)

20) Lot 3, Block 4

<u>Very Rev. of Antioch</u> (Signature)	<u>ANASTASSIOU</u> (Print Name)
_____	_____
(Signature)	(Print Name)

21) Lot 7, Block 3

<u>Carl E. Kelly</u> (Signature)	<u>CARL E. KELLY</u> (Print Name)
_____	_____
(Signature)	(Print Name)

22) Lot 6, Block 4

<u>Arthur N. Martinez</u> (Signature)	<u>Arthur N. Martinez</u> (Print Name)
_____	_____
(Signature)	(Print Name)

~~23) Lot _____, Block _____~~

_____	(Signature)
_____	(Signature)

_____	(Print Name)
_____	(Print Name)

~~24) Lot _____, Block _____~~

_____	(Signature)
_____	(Signature)

_____	(Print Name)
_____	(Print Name)

~~25) Lot _____, Block _____~~

_____	(Signature)
_____	(Signature)

_____	(Print Name)
_____	(Print Name)

(Additional signatures begin on page 28.)

004-69-0356

1) THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of
Feb. 1986, by KAREN E. PICKETT

Joyce A. Dundee
Notary Public in and for the State of Texas
JOYCE A. DUNDEE
Print Name: Notary Public in Galveston County for the State of Texas
My Commission Expires October 4, 1987
My Commission Expires: 10-4-87

2) THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of
1986, by ANGELO & GLADYS PERUGINI

Joyce A. Dundee
Notary Public in and for the State of Texas
JOYCE A. DUNDEE
Print Name: Notary Public in Galveston County for the State of Texas
My Commission Expires October 4, 1987
My Commission Expires: 10-4-87

3) THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of
FEB. 1986, by JOYCE A. DUNDEE

Dorothy Elfstrom
Notary Public in and for the State of Texas
Dorothy ELFSTRÖM
Print Name: Notary Public in Galveston County for the State of Texas
My Commission Expires October 4, 1987
My Commission Expires: 1987

4) THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17 day of
FEB 1986, by MARCET CRISS & BETTEJANE M. SCHUEFFLER

Joyce A. Dundee
Notary Public in and for the State of Texas
JOYCE A. DUNDEE
Print Name: Notary Public in Galveston County for the State of Texas
My Commission Expires October 4, 1987
My Commission Expires: 10-4-87

004-69-0357

5) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of FEB, 1986, by JEANNE L. POWELL & L. C. POWELL, JR.

Joyce A. Dundee
Notary Public in and for the State of Texas
JOYCE A. DUNDEE
Print Name: Notary Public in Galveston County for the State of Texas
My Commission Expires October 4, 1988
My Commission Expires: 10-4-88

6) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of Feb, 1986, by GARY W. STONE

Joyce A. Dundee
Notary Public in and for the State of Texas
JOYCE A. DUNDEE
Print Name: Notary Public in Galveston County for the State of Texas
My Commission Expires October 4, 1988
My Commission Expires: 10-4-88

7) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of FEB, 1986, by LYNDA BALFOUR and Jeffrey L. Balfour

Joyce A. Dundee
Notary Public in and for the State of Texas
JOYCE A. DUNDEE
Print Name: Notary Public in Galveston County for the State of Texas
My Commission Expires October 4, 1988
My Commission Expires: 10-4-88

8) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of FEB, 1986, by ANN AND ARTHUR MAHONEY

Joyce A. Dundee
Notary Public in and for the State of Texas
JOYCE A. DUNDEE
Print Name: Notary Public in Galveston County for the State of Texas
My Commission Expires October 4, 1988
My Commission Expires: 10-4-88

004-69-0358

9) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of Feb, 1986, by THOMAS BLAIR ALBRECHT.

Joyce A. Dundee
Notary Public in and for the State of Texas

Print Name: JOYCE A. DUNDEE
~~Notary Public in Galveston County for the State of Texas~~
My Commission Expires October 4, 1988

10) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of FEB, 1986, by JAMES B. McCASLIN, JR. AND MIRIAM McCASLIN

Joyce A. Dundee
Notary Public in and for the State of Texas

Print Name: JOYCE A. DUNDEE
~~Notary Public in Galveston County for the State of Texas~~
My Commission Expires October 4, 1988

11) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of Feb, 1986, by JERRY L. CURRAN.

Joyce A. Dundee
Notary Public in and for the State of Texas

Print Name: JOYCE A. DUNDEE
~~Notary Public in Galveston County for the State of Texas~~
My Commission Expires October 4, 1988

12) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17 day of Feb, 1986, by NOLEN D. HOLCOMB AND FRAN HOLCOMB.

Joyce A. Dundee
Notary Public in and for the State of Texas

Print Name: JOYCE A. DUNDEE
~~Notary Public in Galveston County for the State of Texas~~
My Commission Expires October 4, 1988

004-69-0359

13) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17 day of Feb, 1988, by MARCI PADIA.

Joyce A. Dundee
Notary Public in and for the State of Texas

JOYCE A. DUNDEE
Print Name ~~Notary Public in Galveston County for the State of Texas~~
My Commission Expires October 4, 1988
My Commission Expires: 10-4-88

14) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17 day of FEB, 1988, by BARBARA REGAN-HARVEY.

Joyce A. Dundee
Notary Public in and for the State of Texas

JOYCE A. DUNDEE
Print Name ~~Notary Public in Galveston County for the State of Texas~~
My Commission Expires October 4, 1988
My Commission Expires: 10-4-88

15) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of Feb, 1988, by GEORGE D. DICK AND CATHERINE T. DICK.

Joyce A. Dundee
Notary Public in and for the State of Texas

JOYCE A. DUNDEE
Print Name ~~Notary Public in Galveston County for the State of Texas~~
My Commission Expires October 4, 1988
My Commission Expires: 10-4-88

004-69-0360

16) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17 day of
Feb., 1986, by THOMAS E. SUTTON AND SANDRA M. SUTTON.

Joyce A. Dundee
Notary Public in and for the State of Texas
JOYCE A. DUNDEE
Print Name: Joyce A. Dundee in Galveston County for the State of Texas
My Commission Expires October 4, 1988
My Commission Expires: 10-4-88

17) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of
February, 1986, by Jerry A. Thiem and Laleen B. Thiem.

Joyce A. Dundee
Notary Public in and for the State of Texas
JOYCE A. DUNDEE
Print Name: Joyce A. Dundee in Galveston County for the State of Texas
My Commission Expires October 4, 1988
My Commission Expires: 10-4-88

18) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of
February, 1986, by Loretta Menotti Perez.

Joyce A. Dundee
Notary Public in and for the State of Texas
JOYCE A. DUNDEE
Print Name: Joyce A. Dundee in Galveston County for the State of Texas
My Commission Expires October 4, 1988
My Commission Expires: 10-4-88

19) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of
February, 1986, by Richard D. Dunn.

Joyce A. Dundee
Notary Public in and for the State of Texas
JOYCE A. DUNDEE
Print Name: Joyce A. Dundee in Galveston County for the State of Texas
My Commission Expires October 4, 1988
My Commission Expires: 10-4-88

004-69-0361

20) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of February, 1986, by Very Rev. G. Anastassiou.

Joyce A. Dundee
Notary Public in and for the State of Texas
Print Name: JOYCE A. DUNDEE
~~Notary Public in Galveston County for the State of Texas~~
My Commission Expires October 4, 198



21) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of February, 1986, by Carl E. Kelly.

Joyce A. Dundee
Notary Public in and for the State of Texas
Print Name: JOYCE A. DUNDEE
~~Notary Public in Galveston County for the State of Texas~~
My Commission Expires October 4, 198



22) THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of February, 1986, by Arthur N. Martinez.

Joyce A. Dundee
Notary Public in and for the State of Texas
Print Name: JOYCE A. DUNDEE
~~Notary Public in Galveston County for the State of Texas~~
My Commission Expires October 4, 198



THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 17th day of February, 1986, by Fran Hoboush, President of BACKBAY TOWNHOMES ASSOCIATION, a Texas corporation, on behalf of said corporation.

Roland L. Bassett
Notary Public in and for the State of Texas
Print name: Roland L. Bassett
My Commission Expires: 7/8/88



004-69-0362

Lot 2, Block 1

Byron J. Bailey
(Signature)

Byron J. Bailey
(Print Name)

Margaret A. Bailey
(Signature)

MARGARET A. BAILEY
(Print Name)

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 8 day of July, 1986, by Byron J. Bailey

Don West
Notary Public in and for the State of Texas
Print Name: Don West
My Commission Expires: 5-24-90



THE STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 9 day of July, 1986, by Margaret A. Bailey

Don West
Notary Public in and for the State of Texas
Print Name: Don West
My Commission Expires: 5-24-90



This signature page is attached to and is a part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Backbay Townhomes, Section One, a subdivision in Galveston County, Texas.

004-69-0363

22) Lot 1, Block 3

J. Ed Wiggins
(Signature)
Shirley Wiggins
(Signature)

J. Ed Wiggins
(Print Name)
Shirley Wiggins
(Print Name)

THE STATE OF TEXAS)
COUNTY OF Williamson)

This instrument was acknowledged before me on the 5th day of May, 1988, by J. Ed and Shirley Wiggins.

ANN. M. FERGUSON
Notary Public, State of Texas
My Commission Expires 8-26-89

Ann Ferguson
Notary Public in and for the State of Texas
Print Name:
My Commission Expires: _____

THE STATE OF TEXAS)
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 1988, by _____.

Notary Public in and for the State of Texas
Print Name:
My Commission Expires: _____

This signature page is attached to and is a part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Backbay Townhomes, Section One, a subdivision in Galveston County, Texas.

24) Lot 5, Block 4

William A. Appleby, Jr.
(Signature)

William A. Appleby, Jr.
(Print Name)

(Signature)

(Print Name)

THE STATE OF Oklahoma)
COUNTY OF Jackson)

This instrument was acknowledged before me on the 13th day of May, 1986, by William A. Appleby, Jr.

Susan C. Payne
Notary Public in and for the State of OK
Print Name: Susan C. Payne
My Commission Expires: 8-1-87

THE STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 1986, by _____

Notary Public in and for the State of _____
Print Name: _____
My Commission Expires: _____

This signature page is attached to and is a part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Backbay Townhomes, Section One, a subdivision in Galveston County, Texas.

004-69-0365

25) Lot 5, Block 1

Lester R. Calhoun
(Signature)

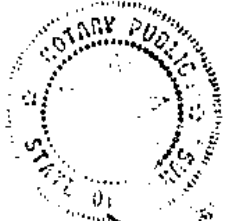
LESTER R. CALHOUN
(Print Name)

(Signature)

(Print Name)

THE STATE OF TEXAS)
COUNTY OF Brazoria)

This instrument was acknowledged before me on the 21st day of May, 1986, by Lester R. Calhoun



Wipona Taylor
Notary Public in and for the State of Texas
Print Name: Wipona Taylor
My Commission Expires: 4/6/89

THE STATE OF TEXAS)
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 1986, by _____

Notary Public in and for the State of Texas
Print Name: _____
My Commission Expires: _____

This signature page is attached to and is a part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Backbay Townhomes, Section One, a subdivision in Galveston County, Texas.

26) Lot 2, Block 2

Patricia Griffiths
(Signature)

PATRICIA GRIFFITHS
(Print Name)

(Signature)

(Print Name)

THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the _____ day of _____, 1986, by _____.


Notary Public in and for the State of Texas
Print Name: _____
My Commission Expires: _____

THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 23 day of April, 1986, by Patricia Griffiths.

Lisa Romero
Notary Public in and for the State of Texas
Print Name: LISA ROMERO
My Commission Expires: _____

Lisa Romero
Notary Public for the State of Texas
My Commission Expires 1-2-88

Notarized
for Patricia C. Griffiths
Romero.


This signature page is attached to and is a part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Backbay Townhomes, Section One, a subdivision in Galveston County, Texas.

004-69-0367

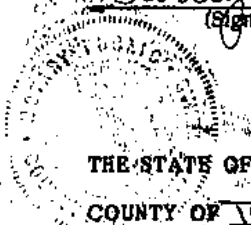
27) Lot 6, Block 1

Beverly Miser
(Signature)

BEVERLY MISER
(Print Name)

Beverly Miser
(Signature)

(Print Name)



THE STATE OF TEXAS)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on the 30th day of APRIL, 1988, by BEVERLY MISER.

Debra D. Vogel
Notary Public in and for the State of Texas
Print Name: DEBRA D. VOGEL
My Commission Expires: 05/17/89

THE STATE OF TEXAS)
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 1988, by _____.

Notary Public in and for the State of Texas
Print Name: _____
My Commission Expires: _____

This signature page is attached to and is a part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Backbay Townhomes, Section One, a subdivision in Galveston County, Texas.

Record and return to:

ROLAND L. BASSETT
700 InterFirst Bank Building
Galveston, Texas 77560

PANDA

004-69-0368

[Faint, illegible text]

01

FILED FOR RECORD
JUL 22 3 53 PM '86

Mary Jane Christensen
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 herein by me and was duly recorded
in the Official Public Records of Real Property of Galveston
County, Texas, on

JUL 22 1986



Mary Jane Christensen
COUNTY CLERK, Galveston County, Texas

year only for the purposes of (a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or the roofs and exterior portions of the homes situated upon the Property (as provided in Article VI); (b) providing for any service to enhance the welfare of the homeowners; or (c) making a change that will be beneficial to the homeowners; provided that any such assessment shall have the vote or written consent of 66 2/3% of the members.

Section 9. Insurance

(a) The Board of Directors of the Association shall have authority to obtain and maintain insurance on (1) all houses (from the unfinished interior surfaces out of the perimeter walls, floors, and ceilings, but excluding finishes, partition walls, floor coverings, carpeting, ceilings, furniture, furnishings, appliances, drapes or other personal property), private garages enclosed with walls (excluding all fixtures, installations or additions thereto contained within the unfinished interior surfaces of the perimeter walls, and further excluding finishes, partition walls, floor coverings, carpeting, ceilings, furniture, furnishings, appliances, drapes or other personal property), and carports on all Lots, (2) the Common Areas, and (3) all improvements, if any, located in the Common Areas, against loss or damage by fire, windstorm, and hail, in an amount not less than 80% of the replacement cost of all such improvements. The replacement cost of such improvements shall be determined from time to time by the Board of Directors, and the Board of Directors shall have the authority to obtain and pay for an appraisal by a person or organization selected by the Board of Directors to make such determination. The cost of any and all such appraisals shall be paid for out of the assessments of the Association.

(f) Each Owner shall be responsible for obtaining and maintaining (1) full replacement cost flood insurance (where eligible) on the dwelling and (2) full replacement cost flood, fire, windstorm, hail, and property insurance on the contents and personal property located in his townhome or in his parking area, including, but not limited to, all interior build outs, decorations, furnishings and personal property therein, and (3) insurance covering the personal liability of such Owner, all at the Owner's expense. By May 31, 2007 and annually thereafter by each renewal date of the Owner's said insurance policies, each Owner shall deliver to the Association copies of the insurance policies described in this Section 9(f). If any Owner fails to perform any of his obligations under this Section 9(f), the Association may, but has no duty to, perform those obligations by placing and purchasing such insurance as the Association may determine in its

sole and uncontrolled discretion, and the Association shall be reimbursed by Owner upon demand for any sums so paid, notwithstanding the provisions of Section 9(e) above.

ARTICLE VI

EXTERIOR MAINTENANCE

Second Paragraph:

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, or any of his family, tenants, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VIII

USE RESTRICTIONS

Section 15. Tenants. Any homeowner who leases or rents to any tenant shall place on file with the Association a copy of each lease or rental agreement relating to any Lot.

Executed on this the 30th day of April, 2007, by Backbay Townhomes Association, a Texas non-profit corporation, and by the undersigned owners of the Lots in such Backbay Townhomes subdivision set forth above each of their respective names below.

BACKBAY TOWNHOMES ASSOCIATION,
a Texas non-profit corporation

By: Richard D. Dunn
Its President

1) Lot 7, Block 3

Barbara Kelly
(Signature)

BARBARA KELLY
(Print Name)

(Signature)

(Print Name)

2) Lot 1, Block 3

Ronald F. Vella
(Signature)

Ronald F. Vella
(Print Name)

(Signature)

(Print Name)

3) Lot 3, Block 1

Raffella Dada
(Signature)

RAFFAELLA DAVIDSON
(Print Name)

(Signature)

(Print Name)

4) Lot 6, Block 2

Sandra M. Sutton
(Signature)

Sandra M. Sutton
(Print Name)

(Signature)

(Print Name)

5) Lot 2, Block 3

Joyce A. Dundee
(Signature)

JOYCE A. DUNDEE
(Print Name)

(Signature)

(Print Name)

6) Lot 6, Block 1

Yfan
(Signature)

Wai Ming Lam
(Print Name)

(Signature)

(Print Name)

7) Lot 5, Block 3

John T. Parker III
(Signature)

JOHN T. PARKER III.
(Print Name)

(Signature)

(Print Name)

8) Lot 7, Block 1

Richard Dunn
(Signature)

RICHARD DUNN
(Print Name)

(Signature)

(Print Name)

Doris M. Dunn
(Signature)

DORIS M. DUNN
(Print Name)

9) Lot 5, Block 1

Christopher D. Dunn
(Signature)

Christopher D. Dunn
(Print Name)

(Signature)

(Print Name)

10) Lot 5, Block 2

Loretta Menotti Perez
(Signature)

LORETTA MENOTTI PEREZ
(Print Name)

(Signature)

(Print Name)

11) Lot 4, Block 2

David Gomez
(Signature)

David Gomez
(Print Name)

(Signature)

(Print Name)

12) Lot 3, Block 4

Tevvi Nonus
(Signature)

Tevvi Nonus
(Print Name)

(Signature)

(Print Name)

13) Lot 1, Block 4

Kishor Kumar Bhakat
(Signature)

KISHOR KUMAR BHAKAT
(Print Name)

(Signature)

(Print Name)

14) Lot 2, Block 2

Jimmie Dee Jones
(Signature)

Jimmie Dee Jones
(Print Name)

(Signature)

(Print Name)

15) Lot 4, Block 1

Joyce Bundy Holmes
(Signature)

(Signature)

Joyce Bundy Holmes
(Print Name)

(Print Name)

16) Lot 7, Block 2

~~Lynnda & Jess Balfour
(Signature)~~

(Signature)

~~LYNDA & JESS BALFOUR
(Print Name)~~

(Print Name)

17) Lot 2, Block 4

Karen E. Devoy
(Signature)

(Signature)

Karen E Devoy
(Print Name)

(Print Name)

18) Lot 1, Block 2

Charles R. ...
(Signature)

(Signature)

Charles R. ...
(Print Name)

(Print Name)

19) Lot 4, Block 4

~~Patty ...
(Signature)~~

(Signature)

~~Patty ...
(Print Name)~~

(Print Name)

20) Lot 5, Block 4

Ray A. Motte
(Signature)

(Signature)

RAY A Motte
(Print Name)

(Print Name)

Cynthia A. Motte
(Signature)

Cynthia A. Motte
(Print Name)

21) Lot 6, Block 4

Linda Scurrey
(Signature)

(Signature)

Linda Scurrey
(Print Name)

(Print Name)

22) Lot 7, Block 4

Susanne Scurrey
(Signature)

(Signature)

Susanne Scurrey
(Print Name)

(Print Name)

23) Lot 3, Block 3

Joann So la Pohrils
(Signature)

(Signature)

Joann So la Pohrils
(Print Name)

(Print Name)

24) Lot 7, Block 2

Lynsa Balfour
(Signature)

(Signature)

LYNSA BALFOUR
(Print Name)

(Print Name)

25) Lot _____, Block _____

(Signature)

(Signature)

(Print Name)

(Print Name)

26) Lot _____, Block _____

(Signature)

(Signature)

(Print Name)

(Print Name)

27) Lot _____, Block _____

(Signature)

(Print Name)

(Signature)

(Print Name)

28) Lot _____, Block _____

(Signature)

(Print Name)

(Signature)

(Print Name)

1) STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,

by BARBARA KELLY



Joann Pohoriles
Notary Public in and for the State of Texas

2) STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,

by RONALD F. VELLA



Joann Pohoriles
Notary Public in and for the State of Texas

3) STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,

by RAFFAELLA DAVIDSON



Joann Pohoriles
Notary Public in and for the State of Texas

4) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

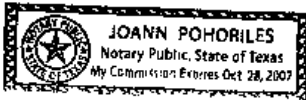
This instrument was acknowledged before me on the 30th day of April, 2007,
by SANDRA M. SUTTON



Joann Pohoriles
Notary Public in and for the State of Texas

5) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,
by JOYCE A DUNDEE



Joann Pohoriles
Notary Public in and for the State of Texas

6) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,
by WAI MING LAM



Joann Pohoriles
Notary Public in and for the State of Texas

7) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,
by JOHN T. PARKER III



Joann Pohoriles
Notary Public in and for the State of Texas

8) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,
by RICHARD DUNN



Joann Pohoriles
Notary Public in and for the State of Texas

9) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,
by CHRISTOPHER D-DUNN



Joann Pohoriles
Notary Public in and for the State of Texas

10) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,
by WNETTA MENOTTI PEREZ



Joann Pohoriles
Notary Public in and for the State of Texas

11) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,
by DAVID GOMEZ

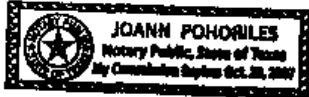


Joann Pohoriles
Notary Public in and for the State of Texas

12) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,

by TERI MONUS



Joann Pohoriles
Notary Public in and for the State of Texas

13) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,

by RISHOR KUMAR BHARAT



Joann Pohoriles
Notary Public in and for the State of Texas

14) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,

by JIMMIE DEE JONES



Joann Pohoriles
Notary Public in and for the State of Texas

15) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,

by JOYCE DUNDY HOLMES



Joann Pohoriles
Notary Public in and for the State of Texas

16) STATE OF TEXAS)
COUNTY OF GALVESTON)

~~VOID~~

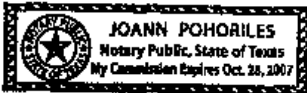
This instrument was acknowledged before me on the 30th day of April, 2007,
by LYNDA + JEFF BLANFORD



Joann Pohoriles
Notary Public in and for the State of Texas

17) STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,
by KAREN E. DEVUDY



Joann Pohoriles
Notary Public in and for the State of Texas

18) STATE OF TEXAS)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,
by CHARLENE R. WATTS



Joann Pohoriles
Notary Public in and for the State of Texas

19) STATE OF TEXAS)
COUNTY OF GALVESTON)

~~VOID~~

This instrument was acknowledged before me on the 30th day of April, 2007,
by PATTY GABRIEL



Joann Pohoriles
Notary Public in and for the State of Texas

20) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,

by RAY A. MOTTE



Joann Pohoriles
Notary Public in and for the State of Texas

21) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,

by LINDA SCURREY



Joann Pohoriles
Notary Public in and for the State of Texas

22) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,

by SUSANNE SCURREY

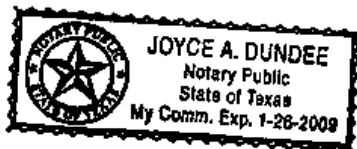


Joann Pohoriles
Notary Public in and for the State of Texas

23) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,

by Joann Isola Pohoriles



Joyce A. Dundee
Notary Public in and for the State of Texas

24) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the 30th day of April, 2007,

by JRP ~~Joan Pichou~~ LYNDIA BALFOUR



Joan Pichou
Notary Public in and for the State of Texas

25) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the _____ day of April, 2007,

by _____

Notary Public in and for the State of Texas

26) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the _____ day of April, 2007,

by _____

Notary Public in and for the State of Texas

27) STATE OF TEXAS)
)
COUNTY OF GALVESTON)

This instrument was acknowledged before me on the _____ day of April, 2007,

by _____

Notary Public in and for the State of Texas

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2008007255

February 08, 2008 03 55 23 PM

FEE \$72.75

Mary Ann Daigle, County Clerk
Galveston County, TEXAS



BY-LAWS OF
BACKBAY TOWNHOMES ASSOCIATION

ORIGINAL

ARTICLE 1

NAME AND LOCATION. The name of the corporation is BACKBAY TOWNHOMES ASSOCIATION, hereinafter referred to as "the Association." The principal office of the corporation shall be located at 1900-1928 Backbay, but meetings of members and directors may be held at such places within the State of Texas, Counties of Harris or Galveston, as may be designated by the Board of Directors.

ARTICLE 2

DEFINITIONS

Section 1. "Association" shall mean and refer to BACKBAY TOWNHOMES ASSOCIATION, a Texas Non-Profit Corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any of 28 numbered townhomes.

Section 5. "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ORIGINAL

Section 6. "Declarant" shall mean and refer to BACKBAY TOWNHOME ASSOCIATION, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Deed Records of Galveston County, Texas.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE 3.

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meetings of the members shall be held subject to the decision of the board of directors. Notice of meetings will be given to all members at least 15 days prior to the meeting.

Section 2 Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) of all of the membership.

Section 3. Quorum The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 9 of the resident votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be presented or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 4. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE 4

BOARD OF DIRECTORS; SELECTION;

TERM OF OFFICE

Section 1. Definition. The affairs of this association shall be managed by a Board consisting of members in good standing of the Association. The number of directors may be changed by a unanimous vote of the Board.

Section 2. Term of Office. Officers shall be elected for at least a one-year term, and shall continue to serve in that term until replaced by either a majority vote of the board of directors or a majority vote of the Association members.

Section 3. Compensation. No director shall receive compensation for any service he/she may render to the Association unless voted by a majority of the general membership. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

ARTICLE 5

ELECTION OF DIRECTORS

Section 1. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected.

ARTICLE 6

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests hereon, and to establish penalties for the infraction thereof;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) unexcused consecutive regular meetings of the Board of Directors, and

(d) Employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting which such statement is requested in writing by one-fourth (1/4) of the membership.

(b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period,

(2) Send written notice to each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificated setting forth whether or not any assessment as been paid. A reasonable charge may be made by the Board fo r the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the common area to be maintained.

ARTICLE 7

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of offices. The officers of this Association shall be a President, Vice President, Secretary and a Treasurer, who shall at all times be members of the Board of Directors and such other officers as the membership may from time to time by resolution create

Section 2. Election of Officers. The election of officers shall take place a the annual meeting of the general membership or a the discretion of a majority vote of the Board of Directors.

Section 3. Term The officers of this Association shall be elected annually by the membership or at the discretion of a majority vote of the Board of Directors, and each shall hold office for one year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

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

Section 5. Resignations and Removal. Officers may be removed by a majority vote of the general membership or by a majority vote of the Board of Directors. Any officer may resign at any time giving notice to the Board, the President of the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Notices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall co-sign all leases, mortgages, deeds, promissory notes, all checks and other written instruments.

VICE PRESIDENT

(b) The Vice President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by an outside accountant/bookkeeper at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE 8

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE 9

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times convenient to the Board and upon their approval, be subject to inspection by any member in good standing. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE 10

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. ANY ASSESSMENTS WHICH ARE NOT PAID WHEN DUE SHALL BE DELINQUENT IF THE ASSESSMENT IS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DUE DATE, A \$20 00 A MONTH ASSESSMENT FEE WILL BE ADDED. **No owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his lot.**

ARTICLE 11

CORPORATE SEAL

The Association shall have a seal circular in form having within its circumference the words: **BACKBAY TOWNHOMES ASSOCIATION.**

ARTICLE 12

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Board of Directors.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the most current By-Laws will control; and in the case of any conflict between the Declaration and these By-Laws, the most current By-Laws will control.

ARTICLE 13

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of BACKBAY TOWNHOMES ASSOCIATION, have hereunder set our hands this 28th day of February, 2013.

Ronald F. Vella Ronald F. Vella David Gomez David Gomez
David Gomez
Wai Lam Wai Lam

ORIGINAL

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

BACKBAY TOWNHOMES, SECTION ONE

STATE OF TEXAS)
 (
COUNTY OF GALVESTON)

We, the undersigned, being the owners of not less than ninety (90) percent of the Lots in Backbay Townhomes, Section One, a subdivision in Galveston County, Texas, according to the map thereof recorded in Volume 15, Page 15, in the Office of the County Clerk of Galveston County, Texas, hereby amend and, as amended, restate in their entirety the covenants, conditions and restrictions governing Backbay Townhomes, Section One, as previously set forth in (1) the Declaration of Covenants, Conditions and Restrictions, Backbay Townhomes, of record in Volume 2488, Page 609, in the Office of the County Clerk of Galveston County, Texas, (the "Original Declaration") and (2) the Amendment to Declaration of Covenants and Restrictions of such Backbay Townhomes of record in Volume 2770 at Page 100 in the Office of the County Clerk of Galveston County, Texas (the "First Amendment"), and agree that such Original Declaration and First Amendment shall be further amended and restated by these Amended and Restated Declaration of Covenants, Conditions and Restrictions for Backbay Townhomes, Section One (these "Amended and Restated

ORIGINAL

Restrictions”):

The property (the “Property”) covered by these Amended and Restated Restrictions is all of the real property described by the Original Declaration (save and except that part of such real property which was released from such covenants, conditions and restrictions by the First Amendment) such Property being more particularly described as follows

All that certain tract or parcel of land lying and being situated in Galveston, Galveston County, Texas, and being portions of Lots 109, 108, 107 and 106, all in Section 1 of the Trimble and Lindsey Survey of Galveston Island, Galveston County, Texas, described by metes and bounds as follows:

Beginning at 2” iron pipe which marks the common corner of Lots 109, 108, 107 and 106, all in Section 1 of the Trimble and Lindsey Survey of Galveston Island in the City and County of Galveston, Texas

Thence South 25° 00” East along and with the Easterly line of Lot 109, a distance of 318 6 feet to a point for corner;

Thence South 25° 00” East, continuing along the Easterly line of Lot 109, a distance of 959 4 feet to a point,

Thence South 65° 11’ 47” West, 60 feet to a point which is the beginning point of tract herein described,

Thence South 65° 11’ 47” West, a distance of 455 feet to a point for corner;

Thence North 25° 00” West, along the line parallel to the Easterly line of Lot 109, a distance of 1,190 19 feet to a point for corner, being the Southerly line of 60’ right of way;

Thence North 65° 12' East, along and with the Southerly right of way line, a distance of 94.69 feet to a point for corner,

Thence South 37° 38' East, 324.86 feet to a point for corner,

Thence North 65° 00" East, a distance of 289.19 feet to a point for corner;

Thence South 25° 00" East, parallel to the East line of Lot 109, a distance of 874 40 feet to the beginning point of this tract herein described

Said tract of land being known as BACKBAY TOWNHOMES, Section One, as recorded in Volume 15, Page 15, of the Map Records of Galveston County, Texas, and accordingly, said map is referred to hereinafter as "said Plat."

SAVE AND EXCEPT the following described parcel out of the above described larger tract (such parcel having been released from the Original Declaration by the First Amendment):

Being 7,299 acres of land, more or less, out of Section 1 of the Trimble & Lindsey Survey of Galveston Island, Galveston County, Texas, and also being a part of Backbay Townhomes, Section 1, according to map of said Backbay Townhomes, Section 1 of record in Volume 15, Page 15, Plat Records, in the Office of the County Clerk of Galveston County, Texas said 7,299 acres being more particularly described by metes and bounds as follows:

Commencing at the Southwest corner of said Backbay Townhomes Section 1, said point being in the North line of Heard's Lane and in the West line of a 60 foot drainage easement, said point also being North 24° 59' 27" West, 42 feet and South 65° 11' 47 3" West, 60 feet from the Southeast corner of Lot 109, Section 1, Trimble and Lindsey Survey;

Thence North 24° 59; 27" West, along the West line of said 60 foot drainage easement, a distance of 272.70 feet to the Place of Beginning of herein described tract,

THENCE South 65° 00' 33" West, a distance of 85.0 feet to point for corner,

THENCE South 24° 59' 27" East, a distance of 10.0 feet to point for corner;

THENCE South 65° 00' 33" West, a distance of 285.0 feet to point for corner,

THENCE North 24° 59' 27" West, a distance of 10.0 feet to point for corner

THENCE South 65° 00' 33" West, a distance of 85.0 feet to point for corner in the West line of said Backbay Townhomes Section 1;

THENCE North 24° 59' 27" West, along and with the West line of said Backbay Townhomes Section 1, a distance of 918.97 feet to the Northwest corner of said Backbay Townhomes Section 1, said point also being in the South line of Avenue N-1/2;

THENCE North 65° 12' 13" East, along the South line of Avenue N-1/2 and the North line of Backbay Townhomes Section 1, a distance of 94.69 feet to point for corner in the West line of said 60 foot drainage easement;

THENCE North 65° 38' 13" East, along said subdivision line and the West line of said drainage easement, a distance of 324.86 feet to point for corner;

THENCE North 65° 00' 13" East, along said subdivision line and the South line of said drainage easement, a distance of 289.19 feet to the most Easterly Northeast corner of said Backbay Townhomes Section 1,

THENCE South 24° 59' 27" East, along and with the East line of Backbay Townhomes Section 1, a distance of 601.7 feet to the PLACE OF BEGINNING.

The undersigned, as the owners of not less than ninety (90) Percent of the Lots, joined herein by Backbay Townhomes Association, a Texas non-profit corporation, as the owner of the Common Area comprising a part of the Property, hereby subject the Property to these

Amended and Restated Covenants, Conditions and Restrictions, and hereby declare that the properties, Lots and common area comprising any part of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the values and desirability of, and which shall run and continue to run with the Property and be binding upon all parties of any right, title or interest in the property, or any part thereof, and their respective heirs, successors and assigns, and which shall inure to the benefit of each owner thereof

ARTICLE 1

DEFINITIONS

Section 1. "Association" shall mean and refer to BACKBAY TOWNHOMES ASSOCIATION, a Texas non-profit corporation, its successors and assigns

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation

Section 3. "Property" is defined above.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common area owned by the Association is described as all of the Property, save and except the Lots and improvements thereon.

Section 5. "Lots" shall mean and refer to the twenty-eight (28) Numbered Lots of land now part of the Property, and "Lot" shall mean and refer to any one of the Lots

Section 6 "Original Declaration", "First Amendment" and these "Amended and Restated Restrictions" are defined above

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the rights of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded,
- (b) the right of individual Owners to the exclusive use of parking spaces as provided in this article
- (c) the right of the Association to limit the number of guests or Owners;

(d) the right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property. The rights of any such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property

Section 3. Parking Rights. Each Lot has and shall continue to have permanently assigned to it two covered automobile parking spaces.

The use of all other parking areas situated in the Common Area shall be subject to the exclusive control and management of the Board of Directors of the Association, including the assignment of areas where boats, trailers, etc , may or may not be parked or stored.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment and pays such assessment when due shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment

Section 2. There shall be a single class of membership in the Association

and no member shall have any greater voting or other rights than any other member

Section 3. Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves shall determine and in no event shall more than one vote be cast with respect to any Lot.

Section 4. Any property Owner in arrears 30 days in paying assessments shall lose all voting rights until such time as their account is brought current

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments.

Each Owner and each future Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. There is expressly reserved to the Association a continuing vendor's lien to secure all such assessments against each Lot in the Property. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of

such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property; to supply domestic water and sanitary sewer service for the residents and Common Area, and to improve and maintain the Common Area.

Section 3. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement or a capital improvement upon the Common Area

Section 4. Notice and Quorum for any Action Authorized Under Section 3.

Written notice of any meeting called for the purposes of taking any action authorized under Section 3 shall be sent to all members not less than 10 days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent of

all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. Not such subsequent meeting shall be held more than sixty days following the preceding meeting. Three months delinquent loses privilege to vote

Section 5. Uniform Rate of Assessment Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Monthly assessment is due on the first day of each month, however, a late fee will be assessed after the fifth day of the following month.

Section 6. Date of Commencement of Annual Assessments. The annual assessments as to the Lots shall commence on the first day of the month of each fiscal year (the "annual assessment period"). The annual assessment shall be due and payable in monthly installments equal to one-twelfth of the annual assessment commencing on the dates provided above. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge as set forth by the Board of Directors.

The Board of Directors shall have the right to (1) revoke voting privileges, and (2) withhold any outside building maintenance. Absolutely no services will be provided to any homeowner who is in arrears more than 30 days.

Section 8. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage, but the sale or transfer of any Lot shall not affect the assessment lien which shall continue to be a lien on the Lot and the personal obligation of the transferor. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Insurance. (a) Each homeowner shall obtain full coverage insurance on their individual dwelling. Full coverage consists of Windstorm insurance, both building and contents, Flood Insurance, both building and contents, and Homeowner policy for fire, theft, etc, both building and contents.

Each homeowner shall be obligated to provide proof of insurance to the Board of Directors in the form of a written statement from their insurance agent or by copies of the Declaration page showing coverage for each of the perils listed above.

(b) The Board of Directors of the Association shall have authority to obtain comprehensive public liability and property damage insurance against

claims for personal injury or death or property damage suffered by the public or any Owner, or the family, agent, employee or invitee of any Owner, occurring on or about the Common Areas or upon, in or about any private driveway, roadway, walkway and passageway on or adjoining the Property which public liability and property damage insurance shall afford protection to such limits as the Board of Directors deem desirable and appropriate.

(c) The Board of Directors of the Association shall have authority to obtain officers and directors liability insurance covering the officers and directors of the Association against such risks and in such amounts as the Board of Directors deems desirable and appropriate.

(d) The Board of Directors of the Association shall have authority to obtain such other insurance in such reasonable amounts as the Board of Directors deems desirable and appropriate.

(e) All costs, charges and premiums for all insurance obtained by the Board of Directors shall be a common expense of all Owners and shall be a part of the maintenance assessment

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall

have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board

ARTICLE VI

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replace (subject to the provisions hereof concerning the Owners' obligation to rebuild in the event of destruction by fire or other casualty) and care for gutters and downspouts, (if any), trees, shrubs, grass, and walks. Such exterior maintenance shall not include: Roofs, garages, carports, fences enclosing patios, glass surfaces, exterior walls, siding, enclosed patio areas (if any), exterior light fixtures operated from a residence, air conditioning equipment, utility company meters, circuit breakers and switch panels, sanitary sewer, gas and electric power service lines, nor any work or thing specifically defined as Owner's maintenance in Article VIII, Section 12

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject

In the event an Owner is responsible for certain exterior maintenance as set forth in the Rules and Regulations of the Association and such Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs with Land. The rights of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to choose an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party

ARTICLE VIII

USE RESTRICTIONS

The Lots and the Common Areas shall be occupied and used as follows

Section 1. Residential Use. No Owner shall occupy or use his Lot or building thereon, or permit the same or any part thereof to be occupied for any purpose other than residential use by his family, guest or tenants

Section 2. Obstruction of Common Area. There shall be no obstruction of the Common Area. Nothing shall be stored in the common Area without the prior written consent of the Board of Directors.

Section 3. Insurance. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area.

Section 4. Nuisances. No noxious or offensive activity shall be carried upon any Lot or the Common Area, nor shall anything be done thereon which may be or becomes any annoyance or nuisance to the other owners. No boats, trailers or motor vehicles shall be parked or stored in the rear of any dwelling for more than thirty (30) minutes or overnight violators will have the vehicle towed at the owner's expense.

Section 5. Temporary Structures. No structures or other outbuildings used for storage or residence shall be placed on any Lot or in the Common Area.

Section 6. Signs. No sign of any kind shall be displayed to public view on the exterior of any Lot or building except one sign of not more than five (5) square feet in area advertising the merits of the property for sale or rent may be displayed in the window of such unit for sale.

Section 7. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept at any residence with the exception of dogs, cats or other domestic household pet provided they do not become a nuisance and are not kept bred or maintained for any commercial purpose.

Any damage to property or injury caused by any pet shall be the sole responsibility of the pet owner

Section 8. Garbage and Refuse Disposal. No Lot shall be used or maintained as dumping ground for rubbish. There is reserved in favor of the Association the determination of the method of garbage disposal, that is, whether it shall be through public authority or through private garbage disposal contractor(s) All incinerators or other equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition

Section 9. Sewage Treatment. No sewage treatment system shall be permitted on any Lot.

Section 10. Use of Common Areas. Except in the individual patio areas appurtenant to a residence, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated architectural committee. Except for the right of ingress and egress and the right and easement of enjoyment as defined herein, the Owners are hereby prohibited and restricted from using any of the Property outside the exterior Property lines of each Lot, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of the Property, and any additions thereto, and is necessary for the protection of the Owners. Maintenance, upkeep and repairs

of any patio area shall be the sole responsibility of the individual Owner and not in any manner the responsibility of the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and all exteriors and roofs of the residences, including but not limited to, recreation and parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representative.

Section 12. Owner's Maintenance. The Owner shall maintain and keep in repair the following equipment and lines located outside the residence: Air conditioning compressor condenser, including pipes and electrical lines connecting same to the residence, sanitary sewer line connecting the residence to the sanitary sewer collection system, electric power service conductors from the exterior of the building to the point of connecting to the electric utility company's junction box or transformer, electric circuit breakers, any portion of natural gas, and/or telephone service lines located on the Lot but not maintained by the gas and/or telephone companies, and water service line from curb stop to and throughout the dwelling unit.

An Owner shall not do any act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their Owners.

Section 13. Outside Antennas, Cable or Satellite Dishes. Without prior written approval of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property, nor upon any structure situated upon the Property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

Section 14. Non-Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE IX

EASEMENTS

Section 1. Construction. Each Lot and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs. A valid easement for such encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the structure containing two or more residences is partially or totally destroyed, and then rebuilt, the Owners so affected agree that minor encroachments or parts of the adjacent residential units on Common Areas due to construction shall be permitted and that a valid easement for such encroachment and the maintenance thereof shall exist.

Section 2. Utility, Emergency and Association. There is hereby created a blanket easement upon, across and over and under all of said property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter in or to cross over the Common Area and any Lot to perform the duties of maintenance and repair of the residence or Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as approved by the Association's Board of Directors. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

Section 3. Underground Utility Services.

(a) **Underground Electric Service.** An underground electric distribution system will be installed to Lots. The Owner of each Lot, at his own cost,

shall furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's meeting on customer's structure to the point of attachment at such company's installed transformers of energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current

(b) Telephone Service Telephone service shall be available to each Lot and Common Area. Service between the telephone company's main lines and an individual residence shall be by way of underground conduit. Such conduit system shall be owned and maintained by the Owner, but all service wires therein shall be installed, owned and maintained by the telephone utility

(c) Water Service. Water service shall be provided to each Lot by way of a water distribution system owned by the Association and connected by means of master meters to the City of Galveston main. The distribution system between the gate valve at the City of Galveston mains and the curb stop at each residence shall be the property of the Association and shall be operated and maintained by the Association.

(d) Sanitary Sewer Service. Sanitary sewer service shall be provided to each Lot by means of a sanitary sewer collection system owned by the Association, which sanitary sewer collection system shall be connected to City of Galveston sanitary sewer system for final treatment. That portion of the sanitary sewer service line from the point that it connects to the collection system owned by the Association to and throughout the residence shall be owned and maintained by the Owner.

(e) Use of Easements. Easements for underground utility services may be crossed by driveways and walkways provided prior arrangements are made with the utility furnishing the service. Such easements for underground services shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways, or driveways.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, as a Plaintiff or as a Defendant or other party in any

proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

EXECUTED this, the 1st day of March, 2013, by Backbay Townhomes Association, a Texas non-profit corporation, and by the undersigned owners of the Lots in such Backbay Townhomes subdivision set forth above their names below

BACKBAY TOWNHOMES ASSOCIATION,
a Texas non-profit corporation

By Ronald Wells
its President

1) ¹⁹¹¹ Lot _____, Block _____

Sandra M. Sutton

(Signature)

(Signature)

Sandra M. Sutton

(Print Name)

(Print Name)

2) ¹⁹²⁴ Lot _____, Block _____

Alan J. Nuttall

(Signature)

(Signature)

MARISSA F NUTTALL

(Print Name)

(Print Name)

3) ¹⁹¹⁸ 1) Lot _____, Block _____

Jean Pehoules

(Signature)

(Signature)

Jean Pehoules

(Print Name)

(Print Name)

4) ¹⁹¹⁰ Lot _____, Block _____

Wai Ming Lam

(Signature)

(Signature)

Wai Ming Lam

(Print Name)

(Print Name)

5) Lot 1926, Block _____

Barbara Kelly

(Signature)

BARBARA KELLY

(Print Name)

(Signature)

(Print Name)

6) Lot 1919, Block _____

Terri Novus

(Signature)

Terri Novus

(Print Name)

(Signature)

(Print Name)

7) Lot 1927 Block _____

Susanne Scurry

(Signature)

SUSANNE SCURRY

(Print Name)

(Signature)

(Print Name)

8) Lot _____, Block 1916

Joyce A. Dundee

(Signature)

JOYCE A. DUNDEE

(Print Name)

(Signature)

(Print Name)

1917 Back Bay Dr
9) Lot _____, Block _____

Karen Devay

(Signature)

KAREN E. DEVAY

(Print Name)

(Signature)

(Print Name)

1922 Back Bay
10) Lot _____, Block _____

John T. Parker

(Signature)

JOHN T. PARKER

(Print Name)

(Signature)

(Print Name)

1912
11) 1) Lot _____, Block _____

Doris M. Dawn

(Signature)

DORIS M. DAWN

(Print Name)

(Signature)

(Print Name)

1904
12) Lot _____, Block _____

Claude Davidson

(Signature)

Claude Davidson

(Print Name)

Raffaella Davidson

(Signature)

Raffaella Davidson

(Print Name)

13) 1925 BACK BAY
Lot _____, Block _____

[Signature]
(Signature)

(Signature)

LINDA SCORRY
(Print Name)

(Print Name)

14) 1907 Back Bay
Lot _____, Block _____

[Signature]
(Signature)

(Signature)

David Gomez
(Print Name)

(Print Name)

15) 1909
Lot _____, Block _____

Loretta Menotti Perez
(Signature)

(Signature)

LORETTA MENOTTI PEREZ
(Print Name)

(Print Name)

16) Lot 1915, Block _____

KISHANUM BHADRA
(Signature)

(Signature)

KISHOR KUMAR BHADRA
(Print Name)

(Print Name)

17) Lot 1913 Block _____

Lynnda Balfour

(Signature)

LYNDA BALFOUR

(Print Name)

(Signature)

(Print Name)

1914

18) Lot _____, Block _____

Ronald Vella

(Signature)

Ronald F. Vella

(Print Name)

(Signature)

(Print Name)

19) Lot _____, Block _____

(Signature)

(Print Name)

(Signature)

(Print Name)

20) Lot _____, Block _____

(Signature)

(Print Name)

(Signature)

(Print Name)

21) Lot_____, Block_____

(Signature)

(Print Name)

(Signature)

(Print Name)

22) Lot_____, Block_____

(Signature)

(Print Name)

(Signature)

(Print Name)

23) Lot_____, Block_____

(Signature)

(Print Name)

(Signature)

(Print Name)

24) Lot_____, Block_____

(Signature)

(Print Name)

(Signature)

(Print Name)

25) Lot_____, Block_____

(Signature)

(Print Name)

(Signature)

(Print Name)

26) Lot_____, Block_____

(Signature)

(Print Name)

(Signature)

(Print Name)

27) Lot_____, Block_____

(Signature)

(Print Name)

(Signature)

(Print Name)

28) Lot_____, Block_____

(Signature)

(Print Name)

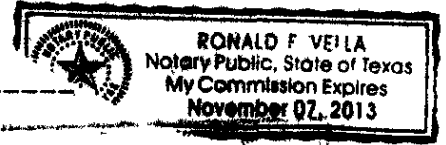
(Signature)

(Print Name)

1) STATE OF TEXAS
COUNTY OF GALVESTON

This instrument was acknowledged before me on the 27th day of
February 2013,

By Sandra M. Sutton



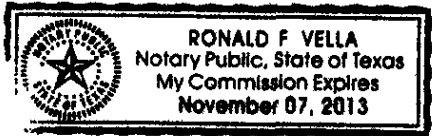
Ronald F. Vella

Notary Public in and for the State of Texas

2) STATE OF TEXAS
COUNTY OF GALVESTON

This instrument was acknowledged before me on the 28th day of
February 2013,

By Marissa F. Nuttall



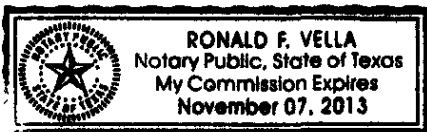
Ronald F. Vella

Notary Public in and for the State of Texas

3) STATE OF TEXAS
COUNTY OF GALVESTON

This instrument was acknowledged before me on the 28th day of
February 2013,

By Joana Pehariles



Ronald F. Vella

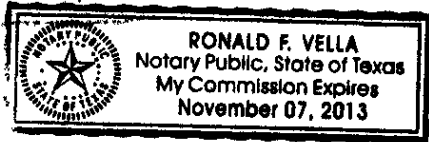
Notary Public in and for the State of Texas

4) STATE OF TEXAS
COUNTY OF GALVESTON

This instrument was acknowledged before me on the 28th day of

February 2013,

By Wai Ming Lam



Ronald F. Vella

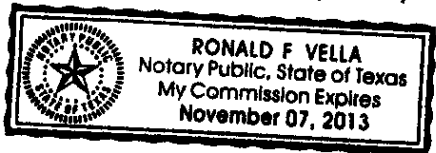
Notary Public in and for the State of Texas

5) STATE OF TEXAS
COUNTY OF GALVESTON

This instrument was acknowledged before me on the 28th day of

February 2013,

By Barbara Kelly



Ronald F. Vella

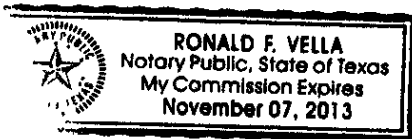
Notary Public in and for the State of Texas

6) STATE OF TEXAS
COUNTY OF GALVESTON

This instrument was acknowledged before me on the 28th day of

February 2013,

By Terri Nonus



Ronald F. Vella

Notary Public in and for the State of Texas

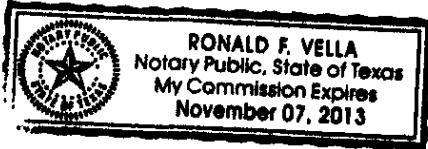
7) STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the 28th day of

February 2013,

By Susanne Scurry



Ronald F. Vella

Notary Public in and for the State of Texas

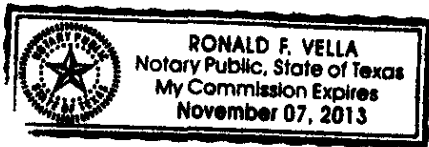
8) STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the 28th day of

February 2013,

By Joyce A. Dundee



Ronald F. Vella

Notary Public in and for the State of Texas

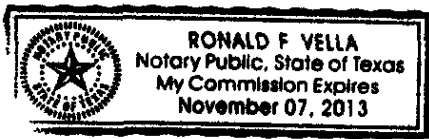
9) STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the 28th day of

February 2013,

By Karen E. Devoy

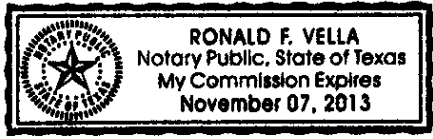


Ronald F. Vella

Notary Public in and for the State of Texas

10) STATE OF TEXAS
COUNTY OF GALVESTON

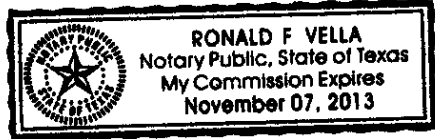
This instrument was acknowledged before me on the 28th day of
February 2013,
By John T. Parker III



Ronald F. Vella
Notary Public in and for the State of Texas

11) STATE OF TEXAS
COUNTY OF GALVESTON

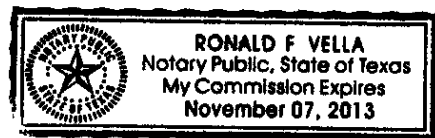
This instrument was acknowledged before me on the 28th day of
February 2013,
By Doris M. Dunn



Ronald F. Vella
Notary Public in and for the State of Texas

12) STATE OF TEXAS
COUNTY OF GALVESTON

This instrument was acknowledged before me on the 28th day of
February 2013,
By Claude Davidson, Raffaella Davidson



Ronald F. Vella
Notary Public in and for the State of Texas

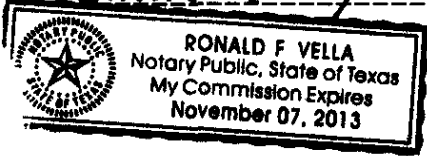
13) STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the 28th day of

February 2013,

By Linda Surry



Ronald Vella

Notary Public in and for the State of Texas

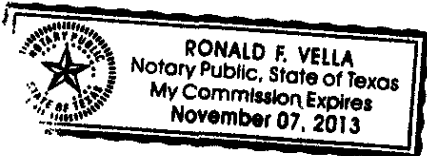
14) STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the 28th day of

February 2013,

By David Gomez



Ronald Vella

Notary Public in and for the State of Texas

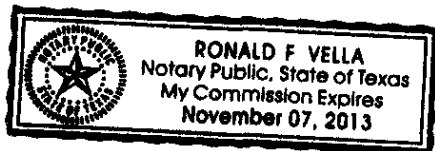
15) STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the 28th day of

February 2013,

By Loretta Menotti Perez

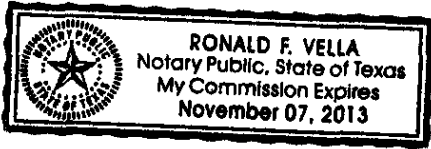


Ronald Vella

Notary Public in and for the State of Texas

16) STATE OF TEXAS
COUNTY OF GALVESTON

This instrument was acknowledged before me on the 28th day of
February 2013,
By Kishor Kumar Bhakat

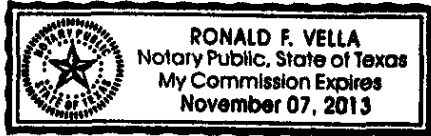


Ronald F. Vella

Notary Public in and for the State of Texas

17) STATE OF TEXAS
COUNTY OF GALVESTON

This instrument was acknowledged before me on the 28th day of
February 2013,
By Lynda Balfour

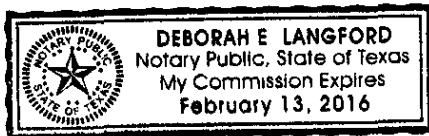


Ronald F. Vella

Notary Public in and for the State of Texas

18) STATE OF TEXAS
COUNTY OF GALVESTON

This instrument was acknowledged before me on the 29th day of
March 2013,
By Ronald F. Vella, Ronald F. Vella



Deborah E. Langford

Notary Public in and for the State of Texas

19) STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the ____ day of
_____ 2013,

By _____

Notary Public in and for the State of Texas

20) STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the ____ day of
_____ 2013,

By _____

Notary Public in and for the State of Texas

21) STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the ____ day of
_____ 2013,

By _____

Notary Public in and for the State of Texas

22) STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the ____ day of
_____ 2013,

By _____.

Notary Public in and for the State of Texas

23) STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the ____ day of
_____ 2013,

By _____.

Notary Public in and for the State of Texas

24) STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the ____ day of
_____ 2013,

By _____.

Notary Public in and for the State of Texas

25) STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the ____ day of

_____ 2013,

By _____

Notary Public in and for the State of Texas

26) STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the ____ day of

_____ 2013,

By _____

Notary Public in and for the State of Texas

27) STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the ____ day of

_____ 2013,

By _____

Notary Public in and for the State of Texas

28) STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the _____ day of
_____ 2013,

By _____.

Notary Public in and for the State of Texas

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan
2013014101

March 08, 2013 10 50 41 AM

FEE \$214 25

Dwight D Sullivan, County Clerk
Galveston County, TEXAS