

THE STATE OF TEXAS : COVENANTS AND RESTRICTIONS
FOR
COUNTY OF GALVESTON : CAMPECHE COVE, SECTIONS 1, 2, & 3

THIS DECLARATION, made this 30th day of October,
A. D. 1974, by Campeche Development Corporation, hereinafter called
"Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property described
in Article II of this Declaration and desires to create thereon a residential
community with permanent parks, open spaces, and other common facilities
for the benefit of the said community; and,

WHEREAS, Developer desires to provide for the preservation of the
values and amenities in said community and for the maintenance of said parks,
open spaces and other common facilities; and, to this end, desires to subject
the real property described in Article II together with such additions as may
hereafter be made thereto (as provided in Article II) to the covenants, restric-
tions, easements, charges and liens, hereinafter set forth, each and all of
which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, Developer has deemed it desirable, for the efficient pre-
servation of the values and amenities in said community, to create an entity
to which should be delegated and assigned the powers of maintaining and ad-
ministering the community properties and facilities and administering and
enforcing the covenants and restrictions and collecting and disbursing the
assessments and charges hereinafter created; and,

WHEREAS, Developer has incorporated under the laws of the State
of Texas, as a non-profit corporation, THE CAMPECHE COVE HOMEOWNERS'
ASSOCIATION, for the purpose of exercising the functions aforesaid; and,

WHEREAS, Developer has made application for an exemption from
the provisions of the Interstate Land Sales Full Disclosure Act and the filing
of this Declaration is a condition precedent to the approval for said exemption;

NOW, THEREFORE, the Developer declares that the real property
described in Article II, and such additions thereto as may hereafter be made
pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed

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and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

SECTION 1. The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Campeche Cove Homeowners' Association, a non-profit corporation which has been incorporated under the laws of the State of Texas and has been delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lots" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Dwelling Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Dwelling Unit situated upon The Properties.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO

SECTION 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Galveston County, Texas, and is more particularly described as that certain 65 acre tract of land out of the Trimble and Lindsey Survey, a subdivision designated as Campeche Cove, Sections 1, 2 and 3 according to the plats thereof filed with the County Clerk of Galveston County, Texas, Volume _____, Page _____; Volume _____, Page _____; and Volume _____, Page _____; all of which real property shall hereinafter be referred to as "Existing Property".

SECTION 2. Intended Use of Existing Property. Existing property shall be divided into three (3) separate sections, the intended use thereof to be the following: (1) single family residential lots: 139 lots, namely Lots 1 through 13 of Block 1, Section 1; Lots 1 through 12 of Block 2, Section 1; Lots 1 through 34 of Block 3, Section 1; Lots 1 through 30 of Block 4, Section 1; Lots 1 through 16 of Block 5, Section 2; Lots 1 through 18 of Block 6, Section 2; Lots 1 through 6 of Block 7, Section 2; and Lots 1 through 10 of Block 8, Section 2, as reflected in the plats referred to Section 1 will be sold to individuals and builders for the construction of single family dwellings as long as the building units are constructed within the standards described by the Subdivision Building Restrictions and the City of Galveston Building Code. (2) Townhouse Lots: 40 lots, namely Lot 1 through Lot 10, Block 9, Section 2; Lot 1 through Lot 10, Block 10, Section 2; Lot 1 through Lot 10, Block 11, Section 2; and Lot 1 through Lot 10, Block 12, Section 2, will be sold to individuals and builders for the construction of single family dwellings as long as the building units are constructed within the standards described by the Subdivision Building Restrictions and the City of Galveston Building Code. (3) Cluster House Section: four (4) blocks namely Blocks 13, 14, 15 and 16, all of Section 3, when fully developed could contain a total of 198 dwelling units. These four (4) blocks are to be sold in their entirety to builders to construct the number and type of dwelling units that the builder may desire within the restrictions as long as the building units are constructed within the standards described by the Subdivision Building Restrictions and the City of Galveston Building Code.

SECTION 3. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions in Accordance with a General Plan of Development. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such additions are in accord with a General Plan of Development prepared prior to the sale of any Lot and made known to every purchaser (which may be done by brochure delivered to each purchaser)

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prior to such sale. Additional lands may be added to this scheme of development only under the express condition that application for supplemental exemption will be made as provided by the Interstate Land Sales Full Disclosure Act.

Such General Plan of Development shall show possible additions to the Existing Property and contain: (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of common properties proposed for each stage; (3) the general nature of proposed common facilities and improvements; (4) a statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses, and (5) a schedule for termination of the Developer's right under the provisions of this subsection to bring additional development stages within the scheme. Unless otherwise stated therein, such General Plan of Development shall not bind the Developer, its heirs and assigns, to make the tentatively proposed additions or to adhere to the Plan in any subsequent development of the land shown thereon.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property, and by applying for a supplemental exemption under the provisions of the Interstate Land Sales Full Disclosure Act.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties and as are not inconsistent with the scheme of this Declaration and not inconsistent with the rules and regulations of the Interstate Land Sales Full Disclosure Act. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

(b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(c) Mergers. Upon a merger or consolidation of the Association

with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot (or Dwelling Unit) which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

SECTION 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot (or Dwelling Unit) in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot (or Dwelling Unit), all such persons shall be members, and the vote for such Lot (or Dwelling Unit) shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot (or Dwelling Unit).

Class B. Class B members shall be the Developer. The Class B member shall be entitled to two votes for each Lot in which it holds the interest required for membership by Section 1 (and for every Dwelling Unit in any structure owned by it until such unit is first sold or leased), provided that the Class B membership shall cease on July 1, 1977, or when 30% of the Lots are sold, whichever occurs first. Thereafter, Developer shall have no voting rights in the Association.

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ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot (or Dwelling Unit).

SECTION 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns, that it shall convey the Common Properties to the Association on July 1, 1977, or when 30% of the Lots are sold, whichever occurs first.

SECTION 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken.

ARTICLE V
RESERVATIONS AND RESTRICTIONS

SECTION 1. Reservations for Utilities. Rights of ingress and egress are reserved by various public utilities as necessary for the care and maintenance of such utilities as per the Master Utility Plan on file in the City of Galveston Building Department, Room 400, City Hall, Galveston, Texas, a copy of which is permanently on file in the offices of Developer at 10000 Stewart Road, Galveston, Texas.

SECTION 2. Architectural Control Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature and location of the same shall have been submitted to the approved in writing as to harmony of external design and location in relation to surrounding structures and topography by either the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

SECTION 3. Reservations-Development in Accordance with the Intent and Purposes of Plan. For the purpose of creating and carrying out a uniform plan for the parceling and sale of all lots in Campeche Cove Subdivision for the uses indicated and as noted by the plat, the following restrictions (hereinafter called the "Restrictions") are hereby established and adopted to apply uniformly to the use, occupancy and conveyance of all of the lots in the Subdivision. The Restrictions may be incorporated to the same extent as

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though set forth in full in any contract of sale, deed, lease or other transfer of any interest in any lot in the Subdivision by reference to this instrument; and every contract of sale, deed, lease, or other transfer of any interest hereafter executed with regard to any lot in the Subdivision shall be conclusively deemed to have been executed, delivered and accepted subject to the following Restrictions, even if the Restrictions are not set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of any interest in any such lot:

(a) Each lot, with the exception of designated park and commercial tracts, shall be used only for single family residential purposes. The term "Residential Purposes" includes the rental of a Dwelling Unit for said purposes at any time and for such period of time as any owner of a lot deems desirable. Lots 1 through 10, contained within Blocks 9 through 12, Section 2, inclusive, shall be, either singularly or in combination of lots or portions thereof, utilized for "Townhouse Purposes". Townhouses shall be construed to be a single family dwelling. The erection of Townhouses shall be subject to compliance with the zoning standards of the City of Galveston applicable to such use.

(b) No structure of any type shall be constructed, placed and/or altered on any lot until building plans have been reviewed by the Architectural Committee of the Campeche Cove Homeowner's Association. The standards for approval shall be in compliance with these restrictions; the compatibility of contemplated design to relation to existing structures having proximity; and the location of the building site with respect to topography of the property. Structure as used herein shall include, but not be limited to, principal buildings, fences and walls, docks, piers, decks, swimming pools, and permitted accessory structures of a permanent nature.

(c) Notwithstanding the provisions of (b) above, docks to be of floating type with non-ferrous flotation devices so as to be substantially perpendicular with rear property lines abutting any water area. No dock shall extend to a distance greater than twenty (20) feet into the water area and nearer than ten (10) feet to an adjoining lot line. No pier or dock shall be permitted in conjunction with Lots 10 through 15 in Block 5 or Lots 1 through 13 in Block 6. Boathouses will be prohibited.

(d) Mobile homes (house trailers) shall be prohibited.

(e) Boats, boat trailers, motor homes and campers shall not be parked or placed nearer to the street than the building setback line, nor shall they be stored on the street, adjacent to any lot in said subdivision.

(f) No animals, livestock or poultry shall be kept on any lot with the exception of domestic animals such as dogs and cats or other commonly accepted household pets. (Such domestic animals shall not be kept, bred, or maintained for commercial purposes.)

(g) The owners or occupants of all lots in this Subdivision shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential requirements, or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner of any lot in the Subdivision in observing the above requirements, Campeche Cove Homeowners' Association and any of its employees, agents, or representatives, may enter upon said Lot, cut or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish so as to place said Lot in a neat, attractive healthful and sanitary condition and may bill the owners for the cost of such work.

(h) No noxious or offensive trade or activity shall be carried on upon any lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(i) No spiritous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on said premises, or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes.

(j) No dwelling shall be erected or placed on less than one full lot as shown on the plat of said subdivision.

(k) No structure shall be moved to any lot.

(l) All improvements shall be constructed on the lot so as to front the street upon which such lot faces.

(m) No one story residence with less than 1,200 square feet of living area; exclusive of porches and garages, and no two story residence with ground floor of less than 1,000 square feet of living area, and a total living area of less than 1,200 square feet, exclusive of porches and garages, shall be constructed on any lot. Residences shall have at least three sides of brick or of wood and/or stucco and brick, and all roofing must be of composition approved by the Architectural Committee. Square footage requirements shall not apply to Blocks 9, 10, 11 and 12 in Section 2 or all of Section 3.

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(n) No fence or wall shall be erected nearer any streets than the building setback line. No fence or wall shall be erected in Sections 9 through 12, Block 2, any nearer than fifteen (15) feet from the water line.

(o) No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot at points twenty-five (25) feet from the intersection of the street lines. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(p) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot parcel of land upon which the improvements are to be erected, and shall not be placed in the street or between the curb and property line.

(q) All vehicular access, with the exception of access to lots within Lot 9 through 12, Block 2, inclusive, shall be from interior streets within the subdivision.

(r) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty (20) feet to the front lot line. No building shall be located nearer than five (5) feet to either interior line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(s) Dwellings on corner lots shall have a presentable frontage, as determined by the Architectural Committee, on all streets on which that particular corner lot fronts.

ARTICLE VI
TAXES

The property hereinabove described is within the City Limits of the City of Galveston and within the County of Galveston and is subject to taxation from both of these entities. It is impossible at this time to estimate the taxes that will be assessed on this property inasmuch as all existing tax information is based on a zoning of this property as "Rural". The property has since been re-zoned as "Planned Development" and the valuation will be changed. The following information on 1973 taxes may be of some guidance in this matter.

Taxation by the City of Galveston, Texas : (80% of assessment)

City of Galveston	\$1.36 per \$100 valuation
Navigation District	\$0.12 per \$100 valuation
School	\$1.69 per \$100 valuation
Junior College	<u>\$0.20 per \$100 valuation</u>
Total	\$3.37 per \$100 valuation

Taxation by the County of Galveston, Texas: (25% of assessment)

State of Texas	\$1.22 per \$100 valuation
County of Galveston	\$0.92 per \$100 valuation
Road and Flood	\$0.30 per \$100 valuation
Road District No. 1	<u>\$0.10 per \$100 valuation</u>
Total	\$1.54 per \$100 valuation

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ARTICLE VII
ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by him within The Properties hereby covenants and each Owner of any Lot (or Dwelling Unit) by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promulgating the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of landscaping, perimeter walls, entry features, and other properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Dwelling Units situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, and management thereof.

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SECTION 3. Basis and Maximum of Annual Assessments. Until the year beginning July 1, 1975, the annual assessment shall be (75) dollars per lot, excluding Section 3, Dwelling Units, the assessment for which shall be established from year to year by the Homeowner's Association commensurate with the maintenance and service to be rendered to such section. From and after July 1, 1975, the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three years and at the end of such period of three (3) years for each succeeding period of three (3) years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at the meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Article of Incorporation and under Article II, Section 2 hereof.

SECTION 6. Quorum for Any Action Authorized Under Section 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

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At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of June of said year.

The amount of the annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 8. Duties of the Board of Directors. The Board of Directors of the Association, to be elected by a majority of the members, shall fix the date of commencement and the amount of the assessment against each Lot (or Dwelling Unit) for each assessment period of at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the properties and assessments applicable thereto which shall be made available to any Owner upon request.

SECTION 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided,

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thereupon become a continuing lien on the property which shall bind such representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within sixty (60) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six (6) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

SECTION 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages places upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

SECTION 11. Exempt Property. The following subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the City and/or County of Galveston and devoted to public use; (b) all Common Properties as defined in Article 1, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

SECTION 12. Authority for Assessments. The above described assessments are made pursuant to the general powers and authorities granted by the Bylaws of the Association and Article 1396-2.02 of Vernon's Annotated Texas Statutes.

ARTICLE VIII
GENERAL PROVISIONS

SECTION 1. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this statement is filed, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two thirds (2/3) of the Lots upon which such Dwelling Units are situated shall not be counted. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

SECTION 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this statement shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

SECTION 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer, Association and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. 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.

Campeche Development Corporation, hereby makes, adopts, and establishes the foregoing covenants and restrictions as heretofore set forth as applicable to property within Campeche Cove Subdivision.

WARNING: This subdivision is not registered with the Office of Interstate Land Sales Registration nor has that Office passed upon the accuracy or adequacy of this declaration, nor does this declaration serve as an endorsement or recommendation by that Office of the above offering.

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Campeche Development Corporation hereby makes, adopts, and establishes the foregoing covenants and restrictions as heretofore set forth as applicable to property within Campeche Cove Subdivision.

EXECUTED as of this 30th day of October, 1974.

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Campeche Development Corporation

By John L. Sullivan
President

Attest:

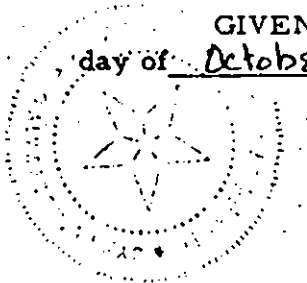
Gene H. Sullivan
Secretary

THE STATE OF TEXAS :

COUNTY OF GALVESTON :

BEFORE ME, the undersigned authority, on this day personally appeared John L. Sullivan, President of Campeche Development Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Campeche Development Corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND and seal of office this the 30th
day of October, 1974.



Marjot H. Singold
Notary Public in and for Galveston
County, Texas

28596

PROPERTY RECORDS

OCT 31 2 12 1974

James J. [unclear]
COUNTY CLERK, GALVESTON COUNTY, TEXAS

DEED OF TRUST
BOOK 2520 PAGE 867

Mr. F. Bond
McLeod, Alexander, Russell & Appel, Inc.
508 Sealy & Smith Professional
900 University Blvd.
Galveston, Texas 77550

PAID

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the named records of Galveston
County, Texas as stamped hereon by me.



OCT 31 1974
James J. [unclear]
COUNTY CLERK, Galveston County, Texas

8457080

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF BAY MEADOWS TOWNHOMES

THIS DECLARATION, made on the date hereinafter set forth by, the property owners set forth below, hereinafter collectively referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the City of Galveston, Galveston County, Texas, more particularly described in Exhibit "A" attached hereto.

The Mortgagees above named are owners and holders of a mortgage indebtedness secured by a Deed of Trust on the property indicated and join herein for the purpose of evidencing their consent to this Declaration.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Such restrictions, covenants and conditions are in addition to the Restrictions and Covenants of Campeche Cove Subdivision Unit No. 1 recorded in Volume 2520, page 851, in the office of the County Clerk of Galveston County, Texas, amended by instruments recorded in Volume 2694, page 669 and in Volume 3088, page 76, in the office of the County Clerk of Galveston County, Texas, and under Film Code No. _____ in the Official Public Records of Real Property of Galveston County, Texas.

ARTICLE I.

Definitions

"Association" means Bay Meadows Townhome Owners Association, Inc., a Texas nonprofit corporation, the Bylaws of which shall govern the management of the properties, common area and restricted common area.

"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 properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Common Area" shall mean all real property owned by the Campeche Cove Homeowner's Association for the common use and enjoyment of the owners of lots in Campeche Cove Subdivision Unit 2, Campeche Cove Townhomes, Campeche Cove Townhomes Addition No. 1, Replat. "Restricted common area" shall mean all property owned by the Bay Meadows Townhome Owners Association, Inc. for the common use and enjoyment of the owners of Lots 52-71, Block 3, in Campeche Cove Subdivision Unit 2, Lots 1-16 in Campeche Cove Townhomes, and Lots 17-50 in Campeche Cove Townhomes Addition No. 1, Replat.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

"Declarant" shall mean and refer to the Declarants below named and their successors and assigns.

"Manager" shall mean and refer to the party or parties under contract in compliance with the provisions of Article X of this instrument.

ARTICLE II.

Property Rights

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area and restricted 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 admissions 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 facilities 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 from any infraction of its published rules and regulations.

(c) The right 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 and all holders of first mortgages on individual lots agreeing to such dedication or transfer has been recorded.

(d) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common area, restricted common area and facilities and in aid thereof to mortgage said properties and the rights of such mortgages in such properties shall be subordinate to the rights of the homeowners hereunder.

(e) The right of the Association, through its Board of Directors, to determine the time and manner of the use of the recreation facilities by the members.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area, restricted common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of Guaranty Federal Savings and Loan Association and 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. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be Guaranty Federal Savings and Loan Association and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following event, whichever occurs first:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) five years from the date hereof.

ARTICLE IV.

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal

Obligations of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each 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 interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's 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, but shall constitute a lien against and on the property.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties; for the improvement, maintenance and management of the common area, including swimming pool, restricted common area and of the homes situated upon the properties; and for the improvement, maintenance and management of the common area and restricted common area, maintenance of the lawns of the homes situated upon the properties; and for the payment of insurance premiums as provided for herein. The assessment shall include all

charges for taxes (except real property taxes and other such taxes assessed separately on each lot or the personal property or any other interest of the owner), assessments, insurance (including fire and other casualty and liability insurance) on the restricted common area, yard, janitorial, and other similar services, wages, accounting and legal fees, management fees, and other expenses of upkeep, maintenance, and management actually incurred by the Association on or for the common area and restricted common area, the costs of operation of the common area and restricted common area, and the cost of a reserve for maintenance and repair, reinstatement, rebuilding, and replacement of the common area and restricted common area which may be required, from time to time.

Section 3. Amount of Assessment. Until January 1, 1986, the maximum assessment shall be \$98.00 per month per lot. From and after January 1, 1986, the maximum assessment may be increased by a vote of the Board of Directors at a meeting duly called for this purpose, as hereinafter provided.

Notwithstanding the above provisions, Owners shall be responsible for an annual assessment to Campeche Cove Homeowners Association, as set forth in the Restrictions of Campeche Cove Subdivision Unit No. 1, recorded in Volume 2520, page 851 and amended by instruments recorded in Volume 2694, page 669, and in Volume 3088, page 76, in the office of the County Clerk of Galveston County, Texas.

The assessment set forth in this Article IV includes the assessment made by the Campeche Cove Homeowners Association. The Manager agrees and the Manager is empowered to collect such assessment for the Campeche Cove Homeowners Association, and shall remit same to the Campeche Cove Homeowners Association at such time as the Manager and the Campeche Cove Homeowners Association may agree.

The Board of Directors shall fix the amount of the

assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. 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 4. Special Assessments for Capital Improvements. In addition to the 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 restricted common area or common area, including fixtures and personal property related thereto, which is not covered by the reserve in the annual assessment, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Rate of Assessment. Assessments must be fixed at a uniform rate for all lots.

Section 6. Date of Commencement of Assessments. The assessments provided for herein shall commence January 1, 1985. Assessments shall be due and payable monthly in advance on or before the first day of each month. Failure to pay by the 15th of each month shall require the imposition and assessment of a late charge of \$25.00.

Section 7. Collection of Annual Assessment by Manager. The manager is empowered, and the manager agrees, to collect the annual assessment for each lot on the due date

established by the Board of Directors. The manager shall remit such collections to the Bay Meadows Townhome Association and to the Campeche Cove Homeowners Association at such time as the manager and the Associations may agree. Each purchaser of a lot agrees to this provision. Nothing contained in this Section 8 shall be construed to impose any liability on the manager for such collections other than to remit to the Association any sums collected by the manager representing pro-rated annual assessments under this Declaration.

Section 8. 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 vests in Bay Meadows Property Association, Inc., its agents, successors or assigns, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association, its agents, successors or assigns, 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, its successors or assigns, and shall be for the benefit of all other lot owners. The Association, acting on behalf of all other lot owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same, and to

subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting owner's portion of the premium. 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 9. Special Assessment on Transfer Upon the transfer of ownership of any lot, the Association shall be entitled to collect a fee of Twenty-five Dollars (\$25.00), as a special assessment, which fee shall be payable on the effective date of transfer of ownership.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be prior and superior to all other liens except only (a) ad valorem taxes and (b) all sums unpaid on a first mortgage or deed of trust of record. The sale or transfer of any lot shall not affect the assessments lien; provided; however, that the sale or transfer of any lot pursuant to the foreclosure of a first mortgage thereon 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 assessment thereafter becoming due or from the lien thereof.

Section 11. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings on the properties, including all townhouses, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all restricted common area, and all damage or injury caused by the negligence of the Association

or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance, except on the individual townhouses, shall be common expenses. All such insurance coverage, shall be written in the name of the Association as trustee for each of the townhouse owners in equal proportions. In addition to the aforesaid insurance required to be carried by the owners and/or the Association, any owner may, if he wishes, at his own expense, insure his own townhouse unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each owner at his own expense to provide, as he sees fit, homeowners liability insurance, theft and other insurance covering personal property against damage and loss.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal Government Agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special

assessment against all owners of the damaged townhouses in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such townhouses to make up any deficiency, except that the special assessment shall be levied against all townhouse owners, as established by Article IV, Section 4, above, to make up any deficiency for repair or rebuilding of the restricted common area not a physical part of a townhouse unit.

In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportions as the Board of Directors deem fair and equitable in light of the damage sustained by such townhouses. Such payments shall be made to all such owners and their mortgagees as their interests may then appear. In the event of damage or destruction by fire or other casualty to any townhouse or other property covered by insurance written in the name of an individual owner, said owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the exterior of the townhouse in a good workmanlike manner in conformance with the original plans and specifications of said townhouses. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the townhouse area within sixty (60) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such owner to repair and rebuild any such townhouse in a good and workmanlike manner in conformance with the original plans and specifications of the townhouses. The owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien on said property securing the payment of same identical to that provided above

in this section securing the payment of insurance premiums, and subject to foreclosures as above provided.

ARTICLE V.

Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, 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 and location of the same shall have been submitted to and approved in writing as to harmony of 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 3 or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within 60 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. Approval by the Architectural Committee designated herein shall be subject to prior approval by the Architectural Committee of Campeche Cove Homeowners Association.

ARTICLE VI.

Section 1. In addition to maintenance upon the restricted common area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutter, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces and patios.

Section 2. In the event that the need for maintenance or repair of a lot or the improvements thereon 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 or property is subject.

Section 3. 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 connection 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 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 4. 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. An aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna, shall be under the exclusive control of the board of directors.

Section 5. 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 owner.

ARTICLE VII.

User Restrictions

In order to provide a congenial occupation of the properties and to provide for the protection of the value of the entire development, the use of the residences and common areas shall be in accordance with the following provisions:

(a) Each of the townhouses shall be occupied by only a family, its servants, and guests, as a residence and for no other purpose, by the owner or a lessee under contract with the owner. No townhouse may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred.

(b) The restricted common areas and common areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the townhouses. No use or practice shall be permitted in any townhouse or in the restricted common areas and common areas which is the source of annoyance to the residents, or which interferes with the peaceful possession and proper use of the property by its residents. All part of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor fire hazard allowed to exist. No immoral, improper, offensive or unlawful use of shall be made of the townhouse property or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No townhouse owner shall permit any use of his townhouse or of the common area or restricted common area which will increase the rate of insurance upon the properties.

(c) Until Guaranty Federal Savings and Loan Association, its successors or assigns, has sold all of the townhouses it presently owns, neither the owners nor the Association shall interfere with the sale of the townhouses.

Guaranty Federal Savings and Loan Association, its successors and assigns, may make such use of the unsold townhouses and common area as may facilitate sale, including but not limited to the maintenance of a sales office, the showing of the property and the display of signs.

(d) Except as provided in Paragraph (c) no signs of any kind or for any use or purpose whatsoever shall be erected, posted, painted, or displayed upon any exterior wall or roof, or any part thereof, without the prior written consent of the Association and Guaranty Federal Savings and Loan Association as long as its ownership of any portion of the herein described property exists, which consent will not be unreasonably withheld.

(e) No turkeys, geese, chickens, ducks, pigeons, or fowls of any kind, or goats, rabbits, hares, horses or animals usually termed "farm animals," shall be kept or allowed to be kept in any townhouse or in the common area, nor shall any commercial dog raising or cat raising, or any kind of commercial business be conducted on the premises, except that household pets may be permitted in written rules adopted by the Association. Any household pets permitted shall be leashed when not inside the townhouse or patio of the townhouse.

(f) No recreation vehicles or commercial vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, motorcycles, pick-up trucks or similar type items shall be kept other than in the garage or patio of the owner's townhouse.

(g) Reasonable rules and regulations concerning the use of the townhouse property may be made and amended from time to time by the Association in the manner provided by its By-Laws.

(h) An owner shall not, without the prior written consent of the Association (or the Architectural Control Committee), make any structural and/or architectural alteration in the townhouse or in the water, gas or steam pipes, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements or fixtures from the townhouse or common area.

ARTICLE VIII.

Easements

Each lot shall include the following easements from each lot owner and the same shall pass with each lot and shall rest in the grantee thereof as an inseparable appurtenance thereto:

Section 1. Ingress and Egress. Easements through the common area and restricted common area for ingress and egress for all persons making use of such common area in accordance with the terms of the Declaration.

Section 2. Maintenance, Repair and Replacement. Easements through the lots, common area and restricted common area for maintenance, repair and replacement of the townhouse and common area elements. Use of these easements, however, for access to the lots shall be limited to reasonable hours except that access may be had at any time in case of emergency, originating in his townhouse or threatening the safety of his or other townhouses, whether owner be present or not.

Section 3. Utilities. Easements through the lots, common area and restricted common area for all facilities for the furnishing of utility services within the property and to the various lots, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through a lot shall be substantially in accordance with the plans and specifications of the property.

Section 4. Roof Projections. Each roof, projection, and the like, which is built as a part of the original construction of the residence upon the properties which projects onto adjacent lots shall constitute permissible encroachments, and each owner of a residence which as originally built projects onto adjacent lots shall have a right and easement of enjoyment in and to said encroachment, which easement shall be appurtenant to and shall pass with the title to each said lot, whether expressly provided in the deed to said lot or not, and every lot onto which such roof, projection, and the like, encroaches shall be subject to the aforesaid easement, whether expressly stated in the deed to said lot or not.

ARTICLE IX.

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 properties 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 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. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without the cost of prejudice, however, subject to the right of any such owners to call for

a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. 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 5. Right to Contribution Runs with Land. The right 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 6. 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 arbitrators. If a party refuses to select an arbitrator within ten (10) days after requested so to do, the Board of Directors of the Association shall select an arbitrator for the party refusing to do so.

ARTICLE X.

Management Agreements

It shall be the duty of the Board of Directors of the Association to manage the project or to effect a contract for the management of the properties and to delegate to such manager the management duties of the Board of Directors, to be performed by such manager under the supervision of the Board of Directors. Should the Board of Directors enter into a management contract, the Board shall not enter into any new management agreement without thirty (30) days prior written notice to the holder of any first mortgage or deed of trust upon any lot. Any and all management agreements may be

cancelled by an affirmative vote of eighty percent (80%) of the votes of each class of the members of the Association. Each owner of a lot hereby agrees to be bound by the terms and conditions of any management contract or agreements entered into by the Board of Directors. A copy of any such agreement shall be available to each owner. No Management agreement shall be for a term in excess of two (2) years.

ARTICLE XI.
Staged Developments

Additional residential property, common area or restricted common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

ARTICLE XII.

In the event of such annexation and development, Declarant covenants, for itself, its successors and assigns, that the townhouses and improvements constructed will be of comparable style, quality and size as those presently situated on the properties.

Additional Rights of Mortgagees

Section 1. Notice to Mortgagees. Upon request to the Association, the holder of a first mortgage on a lot shall be entitled to receive written notice of:

(a) All meetings, both annual and special, of the Association at least thirty (30) days prior but not more than sixty (60) days prior thereto;

(b) Any material amendment to this Declaration, the By-Laws, or articles of incorporation;

(c) Substantial damage to or destruction of the common area and facilities, or any individual townhouse, or any condemnation or eminent domain proceedings; and

(d) Any default under the Declaration or By-Laws by an owner which is not cured within sixty (60) days.

Section 2. Books and Records. The holder of a first mortgage on a lot shall have the right to examine the books

and records of the Association during normal business hours, and upon written request to the Association, shall be entitled to receive a copy of the annual audited financial statement of the Association within ninety (90) days following the end of the fiscal year of the Association.

Section 3. Right to Pay Amounts in Default. The holder(s) of a first mortgage on a lot may, jointly and singly, pay taxes or other charges which are in default and which may or have become a charge against the common area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the common area, and the holder(s) making such payments shall be owed immediate reimbursement therefor from the Association.

Section 4. Prior Written Approval. Unless at least seventy-five percent (75%) of the holders of first mortgages on individual lots have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the restricted common area, or any part thereof, or improvements thereon. The granting of easements for public utilities or for other public purposes consistent with the intended use of the restricted common area shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an owner.

(c) By act or omission change, waive or abandon any of the restrictions, or enforcement thereof, pertaining to architectural control, exterior maintenance, or party walls.

(d) Fail to maintain insurance in accordance with Article IV, Section II, or to use the proceeds of such

insurance for losses to the common area for other than the repair, replacement or reconstruction of such improvements.

ARTICLE XIII.

General Provisions

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by a 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 covenant 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 Declaration shall run with and bind the land, for a term of twenty (20) years from the date this 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 percent (75%) of the total votes of the membership of the Association as defined in Article III hereof. It is the specific intention of this provision that ownership of a lot by a member entitles that member to vote or votes on questions of amendment in accordance with the provisions of Article III hereof.

Section 4. Joinder of Mortgagees Guaranty Federal Savings and Loan, owner and holder of a mortgage indebtedness secured by a deed of trust on the property described herein, joins herein for the purpose of evidencing its consent to this Declaration of covenants, conditions and restrictions.

003-52-2231

IN WITNESS WHEREOF, Declarant has caused this instrument
to be executed in duplicate originals this the _____ day of
_____, 1984.

GUARANTY FEDERAL SAVINGS AND
LOAN ASSOCIATION

By: W.R. Buckley

FEDERAL NATIONAL MORTGAGE
ASSOCIATION

By: _____

MORRIS W. WOSNIG

EVELYN K. WOSNIG

Michael Curtis Smith
MICHAEL CURTIS SMITH

HORACE RALPH SMITH

LESTER V. MARTIN

HELEN MARTIN

John T. Rapp
JOHN T. RAPP

THE STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared W. R. Parkey, as Vice President of Guaranty Federal Savings and Loan Association known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 9th day of December, 1984.

James Schweitzer
Notary Public in and for
The State of Texas
My commission expires: 6-5-85
James Schweitzer

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared _____, as _____ of Federal National Mortgage Association, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this ____ day of _____, 1984.

Notary Public in and for
The State of Texas
My Commission Expires: _____

THE STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared Morris W. Wosnig and wife, Evelyn K., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this _____ day of _____, 1984.

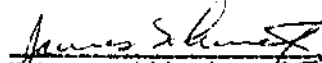
Notary Public in and for
The State of Texas
My Commission Expires: _____

THE STATE OF TEXAS
COUNTY OF GALVESTON

003-52-2233

Before me, the undersigned authority, on this day personally appeared Michael Curtis Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 9th day of December, 1984.



Notary Public in and for
The State of Texas
My Commission Expires: 6-5-85
James Schweitzer

THE STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared Horace Ralph Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this _____ day of _____, 1984.

Notary Public in and for
The State of Texas
My Commission Expires: _____

THE STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared Lester V. Martin and Helen Martin, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this _____ day of _____, 1984.

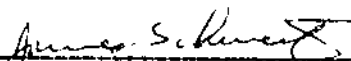
Notary Public in and for
The State of Texas
My Commission Expires: _____

THE STATE OF TEXAS
COUNTY OF GALVESTON

003-52-2234

Before me, the undersigned authority, on this day personally appeared John T. Rapp, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 9th
day of December, 1984.



Notary Public in and for
The State of Texas
My Commission Expires: 6-5-84
James Schweitzer

EXHIBIT "A"

003-52-2235

Owner/Mortgages

Property

Guaranty Federal Savings
Loan Association

Lots 54, 55, 56, 57, 59, 60,
61, 62, 63, 64, 66, 67, 68, 69,
and 70 of Block 3, Campeche
Cove Subdivision Unit 2 Replat,
a subdivision in Galveston
County, Texas according to the
map thereof recorded in Volume
15, page 139 of the Map Records
of Galveston County, Texas.

Lots 1 through 16, inclusive,
of Campeche Cove Townhomes, a
subdivision in Galveston
County, Texas according to the
map thereof recorded in Volume
17, page 32 of the Map Records
of Galveston County, Texas.

Lots 17 through 50, inclusive,
of Campeche Cove Townhomes, a
subdivision in Galveston
County, Texas, according to
the map thereof recorded in
Volume 17, page 42 of the Map
Records of Galveston County,
Texas.

Federal National Mortgage
Association

Lots 58, 65 and 71 of Block
3 Campeche Cove Subdivision
Unit 2 Replat, a subdivi-
sion in Galveston County,
Texas according to the map
thereof recorded in Volume
15, page 139 of the Map Records
of Galveston County, Texas.

Morris W. Wosnig and wife,
Evelyn K.

Lot 54 of Block 3, Campeche
Cove Subdivision Unit 2 Replat
a subdivision in Galveston
County, Texas according to the
map thereof recorded in Volume
15, page 139 of the Map Records
of Galveston County, Texas.

Michael Curtis Smith

Lot 69 of Block 3, Campeche
Cove Subdivision Unit 2 Replat
a subdivision in Galveston
County, Texas according to the
map thereof recorded in Volume
15, page 139 of the Map Records
of Galveston County, Texas.

Horace Ralph Smith

Lot 53 of Block 3, Campeche
Cove Subdivision Unit 2 Replat
a subdivision in Galveston
County, Texas according to the
map thereof recorded in Volume
15, page 139 of the Map Records
of Galveston County, Texas.

003-52-2236

Lester V. Martin et ux,
Helen

Lot 52 of Block 3, Campeche
Cove Subdivision Unit 2 Replat
a subdivision in Galveston
County, Texas according to the
map thereof recorded in Volume
15, page 139 of the Map Records
of Galveston County, Texas.

John T. Rapp

Lot 39, Campeche Cove Addition
No. 1 Replat, a subdivision in
Galveston County, Texas accord-
ing to the map thereof recorded
in Volume 17, page 42 of the
Map Records of Galveston
County, Texas.

STATE OF TEXAS

COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the Official Public Records of Real Property of Galveston
County Texas, on

DEC 10 1984



Mary Jane Christman
COUNTY CLERK, Galveston County, Texas

FILED FOR RECORD
DEC 10 4 54 PM '84

Mary Jane Christman
COUNTY CLERK, GALVESTON COUNTY, TEXAS

Return To:

*Jim S. Kuntz et al
Shirley L. & Billy Smith 2003
6000...
2*

AMENDED & RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF BAY MEADOWS TOWNHOMES

THIS DECLARATION, made on the date hereinafter set forth by, the property owners set forth below, hereinafter collectively referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Galveston, Galveston County, Texas, more particularly described in Exhibit "A" attached hereto.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Such restrictions, covenants and conditions are in addition to the Restrictions and Covenants of Campeche Cove Subdivision Unit No. 1 recorded in Volume 2520, page 851, in the office of the County Clerk of Galveston County, Texas, amended by instruments recorded in Volume 2694, page 669 and in Volume 3088, page 76, in the office of the County Clerk of Galveston County, Texas, and under Film Code No. 003-52-2210 in the Official Public Records of Real Property of Galveston County, Texas.

ARTICLE I.

Definitions

"Association" means Bay Meadows Townhome Owners Association, Inc., a Texas nonprofit corporation, the Bylaws of which shall govern the management of the properties, common area and restricted common area.

"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 properties, including contract sellers, but

excluding those having such interest merely as security for the performance of an obligation.

"Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Common Area" shall mean all real property owned by the Campeche Cove Homeowner's Association for the common use and enjoyment of the owners of lots in Campeche Cove Subdivision, Unit 2 Replat, Campeche Cove Townhomes, and Campeche Cove Townhomes Addition No. 1, Replat.

"Restricted common area" shall mean all property owned by the Bay Meadows Townhome Owners Association, Inc. for the common use and enjoyment of the owners of Lots shown on Exhibit "A" attached hereto and made a part hereof.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area or restricted common area.

"Declarant" shall mean and refer to the Declarants below named and their successors and assigns.

"Manager" shall mean and refer to the party or parties under contract in compliance with the provisions of Article X of this instrument.

ARTICLE II.

Property Rights

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area and restricted 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 admissions 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 facilities by an owner for any period during which any assessment against his lot remains unpaid;

ARTICLE III.

Membership and Voting Rights

Section 1. Every owner, whether one or more persons or entities, of a lot which is subject to assessment shall be a member of the Association and shall remain a member thereof until his ownership ceases for any reason, at which time membership in the Association shall automatically cease. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. A member may not vote on any matter if he is delinquent in the payment of any annual or special assessment.

Section 2. The Association shall have one class of voting membership.

ARTICLE IV.

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each 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 which may be prorated and made payable on an installment basis, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's 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, but shall constitute a lien against and on the property.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties; for maintenance repair and/or replacement of the boardwalk; for the improvement, maintenance and management of the common area, restricted common area, including swimming pool, and of the homes situated upon the properties; and for the improvement, maintenance and management of the common area and restricted common area, maintenance of the exterior of the townhouses and grounds as set forth in Article VI, Section 1 hereof; and for the payment of insurance premiums as provided for herein. The assessment shall include all charges for taxes (except real property taxes and other such taxes assessed separately on each lot or the personal property or any other interest of the owner), assessments, insurance (including fire and other casualty and liability insurance) on the restricted common area, yard, janitorial, and other similar services, wages, accounting and legal fees, management fees, and other expenses of upkeep, maintenance, and management actually incurred by the Association on or for the common area and restricted common area, the costs of operation of the common area and restricted common area, and, if the Board of Directors shall deem it appropriate, the cost of a reserve for the purposes set forth above.

Section 3. Amount of Assessment. From and after the date of this Amended and Restated Declaration, the maximum assessment may be set by a vote of the Board of Directors at a meeting duly called for this purpose, as hereinafter provided.

Notwithstanding the above provisions, Owners shall be responsible for an annual assessment to Campeche Cove Homeowners Association, as set forth in the Restrictions of Campeche Cove Subdivision Unit No. 1, recorded in Volume 2520, page 851 and amended by instruments recorded in Volume 2694, page 669 and in Volume 3088, page 76, in the office of the County Clerk of Galveston County, Texas.

The assessment set forth in this Article IV includes the assessment made by the Campeche Cove Homeowners Association. The Manager agrees and the Manager is empowered to collect such assessment for the Campeche Cove Homeowners Association, and shall remit same to the Campeche Cove Homeowners Association at such time as the Manager and the Campeche Cove Homeowners Association may agree.

The Board of Directors shall fix the amount of the assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. 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 4. Special Assessments for Capital Improvements or Repairs. In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only (unless the assessment is for the purpose of repaying money borrowed by the Association repayable over more than one (1) year, in which case the assessment may extend for a period equal to the term of the loan made by the Association) 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 Lots, restricted common area or common area, including fixtures and personal property related thereto, which is not covered by the reserve in the annual assessment, provided that any such assessment shall have the assent of sixty-six and two-thirds percent (66-2/3%) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Rate of Assessment. Assessments must be fixed at a uniform rate for all improved lots. Assessments must be fixed at a uniform rate for all unimproved lots. Further, the rate of assessment for unimproved lots need not be the same as the rate set

for improved lots. Special assessments for expenses unique to certain lots but not of general benefit to all lots may be apportioned by the Board of Directors to the specific lots affected.

Section 6. Date of Payment of Assessments. Assessments shall be due and payable monthly in advance on or before the first day of each month. Failure to pay by the 15th of each month shall require the imposition and assessment of a late charge as may be established by the Board of Directors.

Section 7. Collection of Annual Assessment by Manager. The manager is empowered, and the manager agrees, to collect the annual assessment for each lot on the due date established by the Board of Directors. The manager shall remit such collections to the Bay Meadows Townhome Owners Association and to the Campeche Cove Homeowners Association at such time as the manager and the Associations may agree. Each purchaser of a lot agrees to this provision. Nothing contained in this section 8 shall be construed to impose any liability on the manager for such collections other than to remit to the Association any sums collected by the manager representing pro-rated annual assessments under this Declaration.

Section 8. 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 such rate as may be set by the Board of Directors, from time to time, not to exceed the highest rate allowed by law. 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 vests in Bay Meadows Townhome Owners Association, Inc., its agents, successors or assigns, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association, its agents, successors or assigns, 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, its successors or assigns, and shall be for the benefit of all other lot owners. The Association, acting on behalf of all other lot owners shall have the power to bid in an interest at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting owner's portion of the premium. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area, restricted common area, or by abandonment of his lot.

Section 9. Special Assessment on Transfer. Upon the transfer of ownership of any lot, the Association shall be entitled to collect a fee of Fifty Dollars (\$50.00), as a special assessment, which fee shall be payable on the effective date of transfer of ownership.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be prior and superior to all other liens except only (a) ad valorem taxes and (b) all sums unpaid on a first mortgage or deed of trust of record. The sale or transfer of any lot shall not affect the assessments line; provided; however, that the sale or transfer of any lot pursuant to the foreclosure of a first mortgage thereon shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer, other than a foreclosure of a first mortgage set forth above, shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 11. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain directors' and officers' liability insurance and insurance for all the buildings and facilities on the

properties, including all townhouses, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all restricted common area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses. All such insurance coverage, shall be written in the name of the Association for each of the townhouse owners in equal proportions. In addition to the aforesaid insurance required to be carried by the owners and/or the Association, any owner may, if he wishes, at his own expense, insure his own townhouse unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each owner at his own expense to provide, as he sees fit, homeowners liability insurance, theft and other insurance covering personal property against damage and loss.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed property as to as good condition as formerly. As such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal Government Agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairs and/or rebuilding to the same

condition as formerly, the Board of Directors shall levy a special assessment against all owners of the damaged townhouses in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such townhouses to make up any deficiency, except that the special assessment shall be levied against all townhouse owners, as established by Article IV, Section 4, above, to make up any deficiency for repair or rebuilding of the restricted common area not a physical part of a townhouse unit.

In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportions as the Board of Directors deem fair and equitable in light of the damage sustained by such townhouses. Such payments shall be made to all such owners and their mortgagees as their interests may then appear. In the event of damage or destruction by fire or other casualty to any townhouse or other property covered by insurance written in the name of an individual owner, said owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the exterior of the townhouse in a good workmanlike manner in conformance with the original plans and specifications of said townhouses. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the townhouse area within sixty (60) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such owner to repair and rebuild any such townhouse in a good and workmanlike manner in conformance with the original plans and specifications of the townhouses. The owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien on said property securing the payment of same identical to that provided above in this section securing the payment of insurance premiums, and subject to foreclosures as above provided.

ARTICLE V.**Architectural Control**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, 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 and location of the same shall have been submitted to and approved in writing as to harmony of 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 3 or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within 60 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. Approval by the Architectural Committee designated herein shall be subject to prior approval by the Architectural Committee of Campeche Cove Homeowners Association.

ARTICLE VI.

Section 1. In addition to maintenance upon the restricted common area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutter, downspouts, exterior building surfaces, trees, shrubs, grass, sidewalks, boardwalk and supporting structures, and other exterior improvements. Such exterior maintenance shall not include glass surfaces and patios.

Section 2. In the event that the need for maintenance or repair of a lot or the improvements thereon 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 or property is subject.

Section 3. 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 connection 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 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 4. 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. An aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna, shall be under the exclusive control of the board of directors.

Section 5. 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 owner.

ARTICLE VII.

User Restrictions

In order to provide a congenial occupation of the properties and to provide for the protection of the value of the entire development, the use of the residences and common areas shall be in accordance with the following provisions:

(a) Each of the townhouses shall be occupied by only a family, its servants, and guests, as a residence and for no other purpose, by the owner or a lessee under contract with the owner. No townhouse may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred.

(b) The restricted common areas and common areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the townhouses. No use or practice shall be permitted in any townhouse or in the restricted common areas and common areas which is the source of annoyance to the residents, or which interferes with the peaceful possession and proper use of the property by its residents. All part of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor fire hazard allowed to exist. No immoral, improper, offensive or unlawful use shall be made of the townhouse property or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No townhouse owner shall permit any use of this townhouse or of the common area or restricted common area which will increase the rate of insurance upon the properties.

(c) No signs of any kind or for any use or purpose whatsoever shall be erected, posted, painted, or displayed upon any exterior wall or roof, or any part thereof, without the prior written consent of the Board of Directors, which consent will not be unreasonably withheld.

(d) No turkeys, geese, chickens, ducks, pigeons, or fowls of any kind, or goats, rabbits, hares, horses or animals usually termed "farm animals," shall be kept or allowed to be kept in any townhouse or in the common area, nor shall any commercial dog raising or cat raising, or any kind of commercial business be conducted on the premises, except that household pets may be permitted in written rules adopted by the Association. Any household pets permitted shall be leashed when not inside the townhouse or patio of the townhouse.

(e) No recreation vehicles or commercial vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, motorcycles, pick-up trucks or similar type items shall be kept other than in the garage or patio of the owner's townhouse. The Association shall have the right to permit storage of boats at the water's edge or other areas under such conditions as the Board of Directors shall, from time to time, prescribe.

(f) Reasonable rules and regulations concerning the use of the townhouse property may be made and amended from time to time by the Association in the manner provided by its By-Laws.

(g) An owner shall not, without the prior written consent of the Association (or the Architectural Control Committee), make any structural and/or architectural alteration in the townhouse or in the water, gas or steam pipes, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements or fixtures from the townhouse or common area or restricted common area.

ARTICLE VIII.

Easements

Each lot shall include the following easements from each lot owner and the same shall pass with each lot and shall rest in the grantee thereof as an inseparable appurtenance thereto:

Section 1. Ingress and Egress. Easements over each lot for the specific purpose of allowing use of the sidewalks, the lawn at the water's edge, and the boardwalk to facilitate travel between the townhouse units and to access the common area and restricted common area. The easement with respect to use of the boardwalk and use of the boardwalk by members of the Association shall be subordinate to the reasonable rights of use and enjoyment of the owner of the lot upon which the specific section of boardwalk to be used is located.

Section 2. Maintenance, Repair and Replacement. Easements through the lots, common area and restricted common area for maintenance, repair and replacement of the townhouse and common area and restricted common area. Use of these easements, however,

for access to the lots shall be limited to reasonable hours except that access may be had at any time in case of emergency, originating in his townhouse or threatening the safety of his or other townhouses, whether owner be present or not.

Section 3. Utilities. Easements through the lots, common area and restricted common area for all facilities for the furnishing of utility services within the property and to the various lots, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through a lot shall be substantially in accordance with the plans and specifications of the property.

Section 4. Roof Projections. Each roof, projection, and the like, which is built as a part of the original construction of the residence upon the properties which projects onto adjacent lots shall constitute permissible encroachments, and each owner of a residence which as originally built projects onto adjacent lots shall have a right and easement of enjoyment in and to said encroachment, which easement shall be appurtenant to and shall pass with the title to each said lot, whether expressly provided in the deed to said lot or not, and every lot onto which such roof, projection, and the like, encroaches shall be subject to the aforesaid easement, whether expressly stated in the deed to said lot or not.

ARTICLE IX.

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 properties 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 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. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without the cost of prejudice, however, subject to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. 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 5. Right to Contribution Runs with Land. The right 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 6. 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 arbitrators. If a party refuses to select an arbitrator within ten (10) days after requested so to do, the Board of Directors of the Association shall select an arbitrator for the party refusing to do so.

ARTICLE X.

Management Agreements

It shall be the duty of the Board of Directors of the Association to manage the project or to effect a contract for the management of the properties and to delegate to such manager the

management duties of the Board of Directors, to be performed by such manager under the supervision of the Board of Directors. Any and all management agreements may be cancelled by an affirmative vote of the Board of Directors. Any and all management agreements may be cancelled by an affirmative vote of eighty percent (80%) of the members of the Association. Each owner of a lot hereby agrees to be bound by the terms and conditions of any management contract or agreements entered into by the Board of Directors. A copy of any such agreement shall be available to each owner. No Management agreement shall be for a term in excess of two (2) years.

ARTICLE XI.

Staged Developments

Additional residential property, common area or restricted common area may be annexed to the properties with the consent of fifty-one percent (51%) of the members.

ARTICLE XII.

In the event of such annexation and development, Declarant covenants, for itself, its successors and assigns, that the improvements constructed will be of comparable style and quality as those presently situated on the properties. The Board of Directors shall have the authority to set standards regarding the size and density of lots in any area to be annexed or in any presently undeveloped area:

Additional Rights of Mortgagees

Section 1. Notice to Mortgagees. Upon request to the Association, the holder of a first mortgage on a lot shall be entitled to receive written notice of:

(a) All meetings, both annual and special, of the Association at least thirty (30) days prior but not more than sixty (60) days prior thereto;

(b) Any material amendment to this Declaration, the By-Laws, or articles of incorporation;

(c) Substantial damage to or destruction of the common area and facilities, or any individual townhouse, or any condemnation or eminent domain proceedings; and

(d) Any default under the Declaration or By-Laws by an owner which is not cured within sixty (60) days.

Section 2. Books and Records. The holder of a first mortgage on a lot shall have the right to examine the books and records of the Association during normal business hours, and upon written request to the Association, shall be entitled to receive a copy of the annual audited financial statement of the Association within ninety (90) days following the end of the fiscal year of the Association.

Section 3. Right to Pay Amounts in Default. The holder(s) of a first mortgage on a lot may, jointly and singularly, pay taxes or other charges which are in default and which may or have become a charge against the common area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the common area or restricted common area, and the holder(s) making such payments shall be owed immediate reimbursement therefor from the Association.

Section 4. Prior Written Approval. Unless at least seventy-five percent (75%) of the holders of first mortgages on individual lots have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the restricted common area, or any part thereof, or improvements thereon. The granting of easements for public utilities or for other public purposes consistent with the intended use of the restricted common area shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an owner.

(c) By act or omission change, waive or abandon any of the restrictions, or enforcement thereof, pertaining to architectural control, exterior maintenance, or party walls.

(d) Fail to maintain insurance in accordance with Article IV, Section 2, or to use the proceeds of such insurance for losses to

the common area for other than the repair, replacement or reconstruction of such improvements.

ARTICLE XIII.

General Provisions

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by a 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 covenant 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 Amended and Restated Declaration may be amended by an instrument signed by not less than fifty-one percent (51%) of the total votes of the membership of the Association as defined in Article III hereof. It is the specific intention of this provision that ownership of a lot by a member entitles that member to vote or votes on questions of amendment in accordance with the provisions of Article III hereof.

**BAY MEADOWS TOWNHOME OWNERS
ASSOCIATION, INC.**

By: David E. Edwards
Name: David E. Edwards
Title: President

STATE OF TEXAS

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COUNTY OF GALVESTON

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by David E. Edwards, President of Bay Meadows Townhome Owners Association, Inc., a Texas corporation, on behalf of said corporation.

Wendy M. Blevins

Notary Public in and for
the State of Texas

[SEAL]

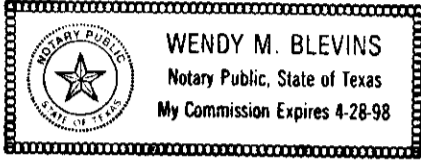


EXHIBIT "A"

Lots 52 and 55 through 71, inclusive of Block 3, Campeche Cove Subdivision, Unit 2, Replat, a subdivision in Galveston County, Texas, according to the map thereof, recorded in Volume 15, Page 139 of the Map Records of Galveston County, Texas.

Lots 1 through 16, inclusive of Campeche Cove Townhomes, a subdivision in Galveston County, Texas, according to the map thereof, recorded in Volume 17, Page 32 of the Map Records of Galveston County, Texas.

Lots 28 through 50, inclusive of Campeche Cove Townhomes, Addition No. 1 Replat, a subdivision in Galveston County, Texas, according to the map thereof, recorded in Volume 17, Page 42 of the Map Records of Galveston County, Texas.

Lot 1, Block 1, Campeche Cove Townhomes Addition No. 2, a subdivision in Galveston County, Texas, according to the map thereof, recorded in Volume 18, Page 497 of the Map Records of Galveston County, Texas.

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

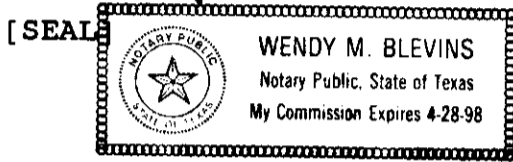
Carolyn B. Martin 10209 SCHAPAR
Signature of Lot Owner

STATE OF TEXAS

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COUNTY OF GALVESTON

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by Carolyn B. Martin.



Wendy M. Blevins
Notary Public in and for
the State of Texas

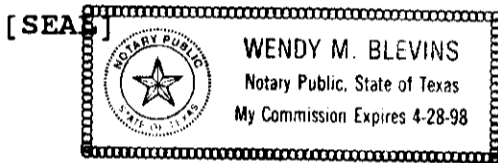
Patricia A. Allen 10303 SCHAPAR
Signature of Lot Owner

STATE OF TEXAS

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COUNTY OF GALVESTON

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by Patricia A. Allen.



Wendy M. Blevins
Notary Public in and for
the State of Texas

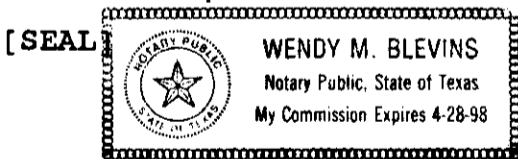
Henry Engels #3 CADENA PLACE
Signature of Lot Owner

STATE OF TEXAS

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COUNTY OF GALVESTON

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by Henry Engels.



Wendy M. Blevins
Notary Public in and for
the State of Texas

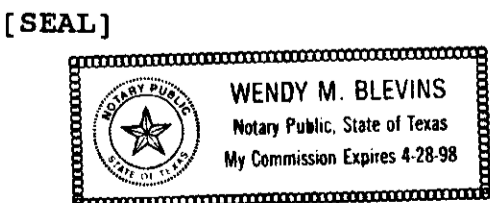
Lanny Rald Cline 10203 SCHAPAR
Signature of Lot Owner

STATE OF TEXAS

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COUNTY OF GALVESTON

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by Lanny Cline.



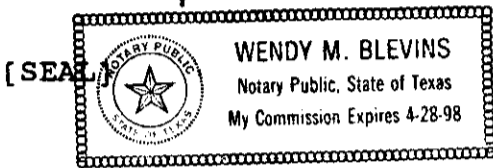
Wendy M. Blevins
Notary Public in and for
the State of Texas

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Ronald R. Edwards 10603
Signature of Lot Owner SCHAPAR

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by Ronald R. Edwards.

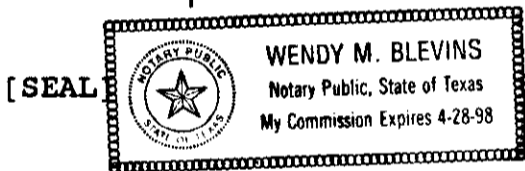


Wendy M. Blevins
Notary Public in and for
the State of Texas

Marian L. Hallmark 10125
Signature of Lot Owner SCHAPAR

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by Marian Hallmark.

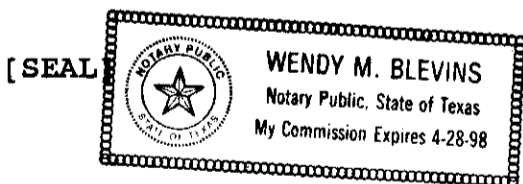


Wendy M. Blevins
Notary Public in and for
the State of Texas

Marilyn Evans 10429
Signature of Lot Owner SCHAPAR

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by Marilou Evens.

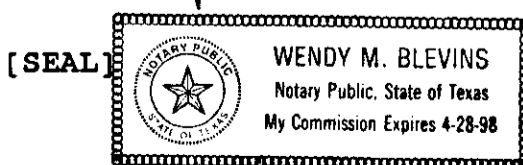


Wendy M. Blevins
Notary Public in and for
the State of Texas

Marianne Alexis Setak 10421
Signature of Lot Owner SCHAPAR

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by Marianne Alexis Setak.



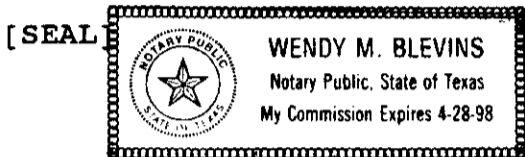
Wendy M. Blevins
Notary Public in and for
the State of Texas

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Byron J. Bailey
Signature of Lot Owner 10123 SCHAPER

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by Byron J. Bailey.

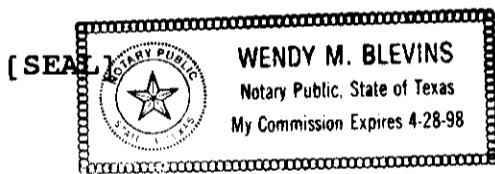


Wendy M. Blevins
Notary Public in and for the State of Texas

Mrs. Paul De Mesquita #1 CADENA PLACE
Signature of Lot Owner

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by Mrs. Paul De Mesquita.

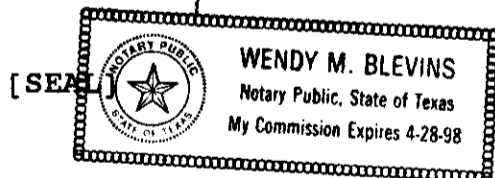


Wendy M. Blevins
Notary Public in and for the State of Texas

[Signature] 10409 SCHAPER
Signature of Lot Owner

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 21ST day of June, 1996, by Doroteo Cruz Jr.

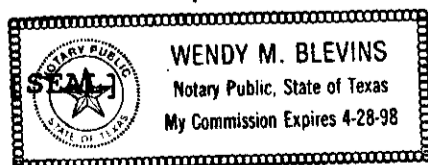


Wendy M. Blevins
Notary Public in and for the State of Texas

Allan Green #9 CADENA PLACE
Signature of Lot Owner

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 18th day of July, 1996, by Allan Green.



Wendy M. Blevins
Notary Public in and for the State of Texas

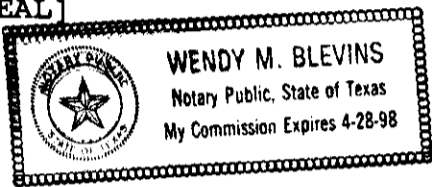
We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Michael C. Smith
Signature of Lot Owner #5 CADENA Place

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 15th day of August, 1996, by Michael Smith.

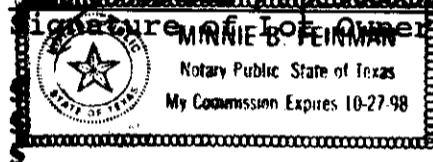
[SEAL]



Wendy M. Blevins
Notary Public in and for the State of Texas

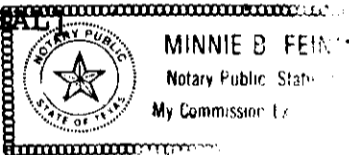
STATE OF TEXAS
COUNTY OF GALVESTON

David E. Edwards
Signature of Lot Owner 10505 SCHAPER



THIS INSTRUMENT was acknowledged before me on this the 10 day of OCTOBER, 1996, by DAVID E. EDWARDS, PRESIDENT.

[SEAL]



David E. Edwards, PRESIDENT
Notary Public in and for the State of Texas \$ LOTS

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 10 day of OCTOBER, 1996, by DAVID E. EDWARDS, PRESIDENT.

[SEAL]



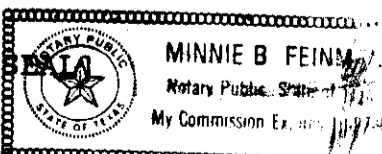
Minnie B. Feinman
Signature of Lot Owner

Minnie B. Feinman
Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 18 day of NOVEMBER, 1996, by CHIN GREEN.

[SEAL]



Chin Green
Signature of Lot Owner 10111 SCHAPER

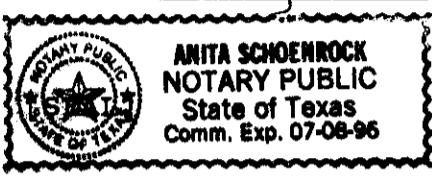
Minnie B. Feinman
Notary Public in and for the State of Texas

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Julie A. Allen 10227
Signature of Lot Owner SCARPER

STATE OF Texas §
COUNTY OF Dallas §

THIS INSTRUMENT was acknowledged before me on this the 2nd day of July, 1996, by JULIE A. ALLEN.

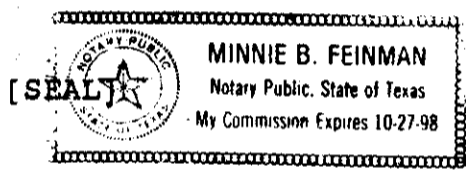


Anita Schoenrock
Notary Public in and for the State of Texas

Donna J. Wilkey
Signature of Lot Owner #11 CADENA PLACE

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 19 day of NOVEMBER, 1996, by DONNA J. WILKEY.

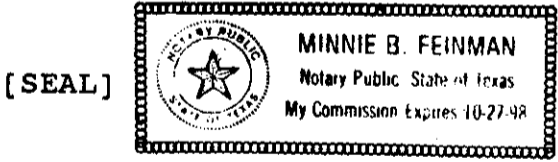


Minnie B Feinman
Notary Public in and for the State of TEXAS

Wen Loh 12/3/96
Signature of Lot Owner 10301 SCARPER

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 3 day of December, 1996, by WEN LOH.

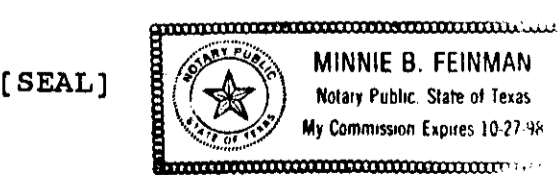


Minnie B Feinman
Notary Public in and for the State of TEXAS

Wen Loh 12/3/96
Signature of Lot Owner 10307 SCARPER

STATE OF Texas §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 3 day of December, 1996, by WEN LOH.



Minnie B Feinman
Notary Public in and for the State of TEXAS

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Teresa L. Hartsook 10425
Signature of Lot Owner SCHAPER

STATE OF TEXAS §
COUNTY OF HARRIS §
§

THIS INSTRUMENT was acknowledged before me on this the 18TH day of JUNE, 1996, by Teresa L. Hartsook.



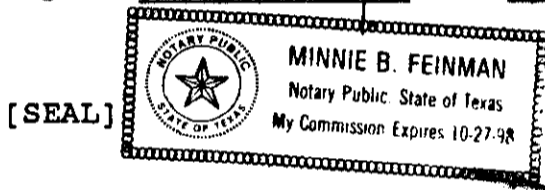
Lorna Mullers
Notary Public in and for the State of TEXAS

Debra Buehls
Signature of Lot Owner

STATE OF TEXAS §
COUNTY OF GALVESTON §
§

10101 Schaper dr

THIS INSTRUMENT was acknowledged before me on this the 10 day of JANUARY, 1997, by DEBRA BUEHLS.



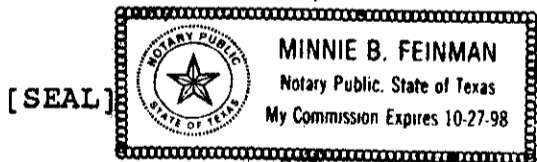
Minnie B. Feinman
Notary Public in and for the State of TEXAS

S.M. Wong
Signature of Lot Owner

STATE OF TEXAS §
COUNTY OF GALVESTON §
§

10107 Schaper Jr.

THIS INSTRUMENT was acknowledged before me on this the 21 day of JANUARY, 1997, by SAL M. WONG.

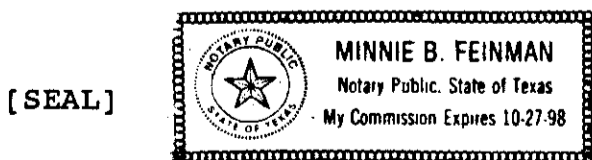


Minnie B. Feinman
Notary Public in and for the State of TEXAS

Sandra Williams
Signature of Lot Owner
0201 Schaper

STATE OF TEXAS §
COUNTY OF GALVESTON §
§

THIS INSTRUMENT was acknowledged before me on this the 8 day of MARCH, 1997, by Minnie B. Feinman SANDRA WILLIAMS



Minnie B. Feinman
Notary Public in and for the State of TEXAS

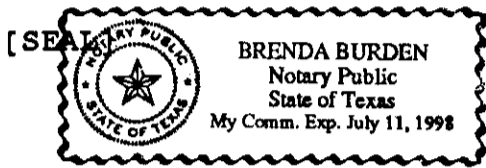
We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Robert D. Magruder

Signature of Lot Owner 10,205 SCHAPER

STATE OF Texas §
COUNTY OF Dallas §

THIS INSTRUMENT was acknowledged before me on this the 13th day of June, 1996, by ROBERT D. MAGRUDER.



Brenda Burden
Notary Public in and for
the State of Texas

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL] _____
Notary Public in and for
the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL] _____
Notary Public in and for
the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

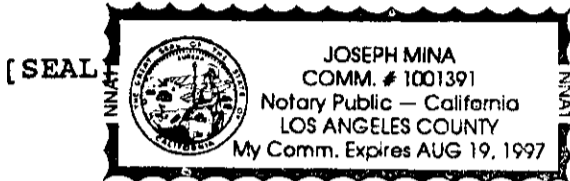
[SEAL] _____
Notary Public in and for
the State of _____

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Betty Box #7 CADENA
Signature of Lot Owner

STATE OF California §
COUNTY OF Los Angeles §
§

THIS INSTRUMENT was acknowledged before me on this the 17 day of June, 1996, by Betty Box.

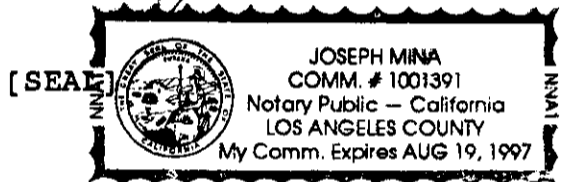


Joseph Mina
Notary Public in and for the State of CA.

Euel Box #7 CADENA
Signature of Lot Owner

STATE OF California §
COUNTY OF Los Angeles §
§

THIS INSTRUMENT was acknowledged before me on this the 17 day of June, 1996, by Euel Box.



Joseph Mina
Notary Public in and for the State of CA.

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §
§

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL] _____
Notary Public in and for the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §
§

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL] _____
Notary Public in and for the State of _____

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Aff. No. 4,333

Barbara Glasgow 10211 SCHAPER
Signature of Lot Owner

COMM. STATE OF PUERTO RICO
CITY SAN JUAN

Donald Edward Willett
WITNESS (DONALD EDWARD WILLETT)



THIS INSTRUMENT was acknowledged before me on this the 20th day of June, 1996, by Barbara Glasgow

Luis Garcia Carrasquillo
Notary Public in and for the state of Puerto Rico Comm.

Signature of Lot Owner

STATE OF _____
COUNTY OF _____

§
§
§

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____

[SEAL]

Notary Public in and for the State of _____

Signature of Lot Owner

STATE OF _____
COUNTY OF _____

§
§
§

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____

[SEAL]

Notary Public in and for the State of _____

Signature of Lot Owner

STATE OF _____
COUNTY OF _____

§
§
§

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____

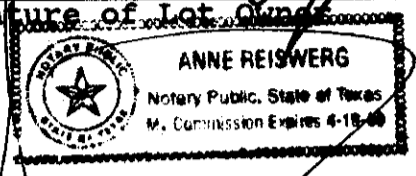
[SEAL]

Notary Public in and for the State of _____

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Jack L. Byers
Signature of Lot Owner 10207
SCHAPER

STATE OF TEXAS
COUNTY OF GALVESTON



THIS INSTRUMENT was acknowledged before me on this the 22nd day of June, 1996, by _____.

Anne Reiswerg
Notary Public in and for
the State of Texas

[SEAL]

M. M. M. M. M.
Signature of Lot Owner 10305
SCHAPER

STATE OF TEXAS
COUNTY OF GALVESTON



THIS INSTRUMENT was acknowledged before me on this the 18 day of JULY, 1996, by Mary Ann Imbing.

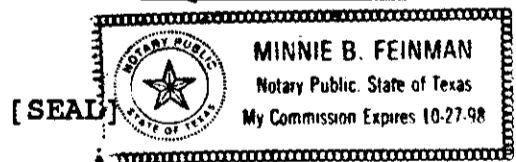
Minnie B. Feinman
Notary Public in and for
the State of Texas

[SEAL]

Louis Kevin Weber
Signature of Lot Owner 10423
SCHAPER

STATE OF TEXAS
COUNTY OF GALVESTON

THIS INSTRUMENT was acknowledged before me on this the 18 day of JULY, 1996, by Louis Kevin Weber.



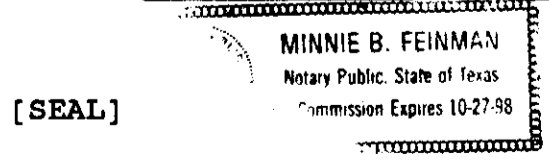
Minnie B. Feinman
Notary Public in and for
the State of Texas

[SEAL]

Carlos Ortiz
Signature of Lot Owner 10419
SCHAPER

STATE OF TEXAS
COUNTY OF GALVESTON

THIS INSTRUMENT was acknowledged before me on this the 18 day of JULY, 1996, by Carlos Ortiz.



Minnie B. Feinman
Notary Public in and for
the State of Texas

[SEAL]

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996

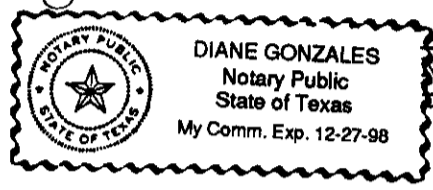
[Handwritten Signature]
Signature of Lot Owner

10103
SCHAUER

Jim K. Choate

STATE OF Texas §
COUNTY OF Rockwall §

THIS INSTRUMENT was acknowledged before me on this the 29 day of August, 1996, by _____.



Diane Gonzales
Notary Public in and for the State of Texas

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL]

Notary Public in and for the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL]

Notary Public in and for the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL]

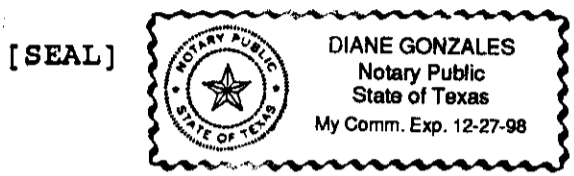
Notary Public in and for the State of _____

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

[Signature] 10109 SCHAPAR
Signature of Lot Owner
Jim K. Create

STATE OF Texas §
COUNTY OF Rockwall §
§

THIS INSTRUMENT was acknowledged before me on this the 29 day of August, 1996, by _____.



[Signature]
Notary Public in and for
the State of Texas

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §
§

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL] _____
Notary Public in and for
the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §
§

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL] _____
Notary Public in and for
the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §
§

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL] _____
Notary Public in and for
the State of _____

011-70-1593

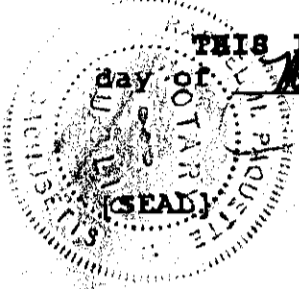
We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

[Signature] 10221 SCHPAR
Signature of Lot Owner

~~STATE OF TEXAS~~ Massachusetts
~~COUNTY OF GALVESTON~~ Suffolk

§
§
§

THIS INSTRUMENT was acknowledged before me on this the 18th day of November, 1996, by GREGORY PRADO.



RACHEL H. PAQUETTE
NOTARY PUBLIC, MASSACHUSETTS
MY COMMISSION EXPIRES MAY 20, 1999

Rachel H. Paquette
Notary Public in and for
the State of ~~Texas~~ MASSACHUSETTS

[Signature]
Signature of Lot Owner

~~STATE OF TEXAS~~ Massachusetts
~~COUNTY OF GALVESTON~~ Suffolk

§
§
§

THIS INSTRUMENT was acknowledged before me on this the 18th day of November, 1996, by GREGORY PRADO.



RACHEL H. PAQUETTE
NOTARY PUBLIC, MASSACHUSETTS
MY COMMISSION EXPIRES MAY 20, 1999

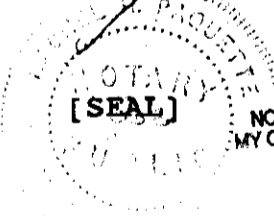
Rachel H. Paquette
Notary Public in and for
the State of ~~Texas~~ Massachusetts

[Signature]
Signature of Lot Owner

~~STATE OF TEXAS~~ Massachusetts
~~COUNTY OF GALVESTON~~ Suffolk

§
§
§

THIS INSTRUMENT was acknowledged before me on this the 18th day of November, 1996, by GREGORY PRADO.



RACHEL H. PAQUETTE
NOTARY PUBLIC, MASSACHUSETTS
MY COMMISSION EXPIRES MAY 20, 1999

Rachel H. Paquette
Notary Public in and for
the State of ~~Texas~~ Massachusetts

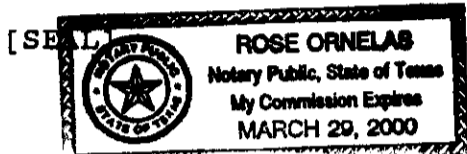
[Signature]
Signature of Lot Owner

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Arnon Owens 10121 SCHAPER
Signature of Lot Owner

STATE OF TEXAS §
COUNTY OF Galveston §

THIS INSTRUMENT was acknowledged before me on this the 22nd day of Nov, 1996, by AARON OWENS.



Rose Ornelas
Notary Public in and for
the State of TEXAS

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL] Notary Public in and for
the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL] Notary Public in and for
the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL] Notary Public in and for
the State of _____

35
PAID
Greer, Herz & Adams
One Moody Plaza 18th Floor
Galveston TX 77551

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

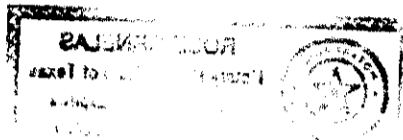
Patricia Ritchie

4-4-97 04:01 PM 9712326
HOOD_P \$77.00
Patricia Ritchie, County Clerk
GALVESTON COUNTY, TEXAS

011-70-1595

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.



ANNEXATION TO DECLARATION OF RESTRICTIONS AND COVENANTS

DEED OF TRUST

BOOK 3088 PAGE 76

This Annexation to Declaration, made on the date hereinafter set forth by CAMPECHE DEVELOPMENT CORPORATION, a Texas corporation, with its principal office located in Galveston, Galveston County, Texas, hereinafter referred to as "Developer":

WITNESSETH:

WHEREAS, by restrictions executed by CAMPECHE DEVELOPMENT CORPORATION recorded in Volume 2520, Page 851, in the Office of the County Clerk of Galveston County, Texas, and amended restrictions and covenants recorded in Volume 2694, Page 669, in the Office of the County Clerk of Galveston County, Texas, Developer placed certain restrictions and covenants on all that property referred to as CAMPECHE COVE SUBDIVISION, Unit No. 1, a Subdivision in the City and County of Galveston, Texas, according to the map thereof which is recorded in Volume 15, Page 25, in the Map Records in the Office of the County Clerk of Galveston County, Texas; and

WHEREAS, by Article II of said restrictions and amended restrictions, Developer reserved the right to annex to that declaration additional property by filing a Supplementary Declaration of Covenants and Restrictions which may contain such complimentary additions and modifications of the covenants and restrictions as may be necessary; and

WHEREAS, it is the desire of Developer to add to said restrictions and covenants, as amended, the following described property,

to-wit:

CAMPECHE COVE SUBDIVISION UNIT TWO (2), a Subdivision in the City and County of Galveston, Texas, according to the map thereof which is recorded in Volume 16, Page 13, of the Map Records in the Office of the County Clerk of Galveston County, Texas; and

CAMPECHE COVE SUBDIVISION UNIT THREE (3), a Sub-division in the City and County of Galveston, Texas, according to the map thereof which is recorded in Volume 16, Page 14, of the Map Records in the Office of the County Clerk of Galveston County, Texas; and

WHEREAS, it is the desire of Developer to amend and modify certain of the covenants and restrictions insofar as they pertain to the annexed property in compliance with the terms and provisions of the restrictions and covenants and amended restrictions and covenants heretofore filed;

NOW, THEREFORE, Developer hereby declares that it annexes the property hereinbefore described to the Restrictions and Covenants recorded in Volume 2520, Page 851, in the Office of the County Clerk of Galveston County, Texas, and the amended restrictions and covenants recorded in Volume 2694, Page 669, in the Office of the County Clerk of Galveston County, Texas, subject to the modifications hereinafter set forth which are for the purposes of protecting the value and desirability of, and which shall run with, the said real property and be binding on all parties having or acquiring any right, title or interest in the property herein described or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Pursuant to Section 3 of Article II, the hereinafter set forth amendments shall be applicable to all lots in Units Two (2) and Three (3) of CAMPECHE COVE SUBDIVISION.

Article V, Section 3(m) shall read as follows:

No residence shall be constructed on any lot in Unit Two (2) with less than 2,000 square feet of living area; exclusive of porches and garages, and no residence shall be constructed on any lot in Unit Three (3) with less than 1,400 square feet of living area; exclusive of porches and garages. Residences shall have at least three (3) sides of brick or masonry and the total outside surface of any residence shall be at least 75% brick or masonry. All roofing on all residences must be either GAF Timberline™ 330 pound weatheredwood color, Flintkote Sierra™, 340 pound barnwood color, Bird Arch-70™, 345 pound, Driftwood color,

DEED OF TRUST

BOOK 3088 PAGE 78

Celotex Dimensional TM, 355 pound, Desert Color, Labasa ^R
Dark Brown, cedar shingles or other materials as approved
by the architectural control committee.

Article V, Section 3, paragraph (3) is added to the re-
strictions and shall read as follows:

All garages constructed on Lots 1 through and including
12 in Block Five (5) of Unit Three (3) must face the
alley with the exception of Lots 1, 6, 7 and 12 in Block
Five (5) which may face Campeche Circle. Garages located
on Lots 77 through 98 in Block Three (3) of Unit Three (3)
may face either Campeche Circle or Schaper Drive and 99th
Street, respectively, whichever is applicable. If the drive-
way into any of these lots is either on Schaper Drive or
99th Street, the fence line must be compatible in material
and location with the existing perimeter fence line.

Article V, Section 3, Paragraph a-1 is hereby added which
will read as follows:

All houses constructed on lots in Unit Three (3) may have
zero lot lines if not in conflict with homes in existence
and if approved by the architectural control committee.

Article V, Section 3, paragraph a-2 is hereby added which
will read as follows:

All homes constructed on lots in Unit Two (2) must have
rainbow gravel sidewalks and driveways to be constructed
in accordance with the specifications set forth in the
City of Galveston Building Code. The driveway must be
rainbow graveled to the face of the house, and the drive-
ways and sidewalks must have 3/8" to 5/8" rocks. The
sidewalk must be 3 feet 6 inches (3'6") wide across the
front of the lot, directly behind and adjoining the street
curb and both the driveway and sidewalk shall be constructed
by the lot owner, at that person's cost, at the time the
house is constructed.

Article V, Section 3, Paragraph a-3 is hereby added to read
as follows:

Any additions or improvements, any homes, including swimming
pools installed at the original time of construction of the
home or thereafter and any other appurtenances must conform
with the architectural design of the house and must be ap-
proved by the architectural control committee.

Article V, Section 3, Paragraph a-4 is hereby added to read
as follows:

No two (2) homes in either Unit Two (2) or Unit Three (3)
may have the identical elevation.

Lots 52 through 71 in Block Three (3), Unit Two (2) are hereby
designated as townhouse lots and the restrictions heretofore recorded

In Volume 2520, Page 851, as amended in Volume 2694, Page 669,

in the Office of the County Clerk of Galveston County, Texas, shall be modified as follows:

Article V, Sections 3(m)(n) are hereby deleted as they are not applicable to townhomes.

The following paragraphs are hereby added to Article V, Section 3, which are applicable only to those hereinbefore set forth lots which are designated as lots for townhouses.

- (i) The owner of each lot shall be responsible for all maintenance, insurance, repairs to each townhouse.
- (ii) No fences shall be allowed on any of said lots except that a patio may be fenced.
- (iii) Easements through each of the lots for maintenance, repair and replacement of the townhouse are hereby dedicated. Use of these easements, however, for access to the lots shall be limited to reasonable hours except that access may be had at any time in case of emergency, originating in a townhouse or threatening the safety of one or more of the townhouses, whether the owner is present or not.

Easements through the lots for all facilities for the furnishing of utility services within the property and to the various lots, which facilities shall include, but not be limited to conduits, ducts, plumbing, and wiring, provided, however, that the easements of such facilities through a lot shall be substantially in accordance with the plans and specifications of the property.

- (iv) Each roof, projection and the like, which is built as a part of the original construction of the residence upon the property which projects onto adjacent lots shall constitute permissible encroachments, and each owner of a residence which was originally built which projects onto adjacent lots shall have the right of easement and enjoyment in and to said encroachment, which easement shall be appurtenant to and shall pass with the title to each said lot, whether expressly provided in the Deed to said lot or not, and every lot onto which such roof, projection and the like encroaches shall be subject to the aforesaid easement, whether expressly stated in the Deed of said lot or not.
- (v) Each wall which is built as a part of the original construction of the homes upon the properties and placed upon 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. 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. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if any other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof, in proportion to

DEED OF TRUST

BOOK 3088 PAGE 80

such use without prejudice, however, subject to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful act or omissions.

Notwithstanding any other provisions of this Article, an owner who by his negligence 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.

The right 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 successor in title.

- (vi) Plans for improvements on Lots 52 through 64 in Block Three (3) must be submitted to the architectural committee as one group, and the plans for improvements on Lots 65 through 71 in Block Three (3) must be submitted to the architectural committee as one group.

Except as specifically modified and/or amended herein, the covenants and restrictions recorded in Volume 2520, Page 851, and Volume 2694, Page 669, in the Office of the County Clerk of Galveston County, Texas, shall be applicable to all lots located within Units Two (2) and Three (3) of CAMPECHE COVE SUBDIVISION.

Guaranty Federal Savings & Loan Association, owner and holder of a mortgage indebtedness secured by a Deed of Trust on the property described herein, joins herein for the purpose of evidencing its consent to this Annexation to Declaration to Restrictions and Covenants.

IN WITNESS WHEREOF, Developer and Guaranty Federal Savings & Loan Association have caused this instrument to be executed by and through its duly authorized officers, this the 27th day of October, 1978.

CAMPECHE DEVELOPMENT CORPORATION

By

John D. Sullivan
President

WITNESSES:

Beran A. Sullivan
Secretary

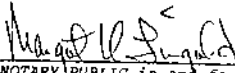
STATE OF TEXAS

COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared John L. Sullivan, President of Campeche' Development Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office this 27th day of October, 1978.




NOTARY PUBLIC in and for
Galveston County, Texas

DEED OF TRUST
BOOK 3088 PAGE 82



STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the named records of Galveston
County, Texas as stamped hereon by me

NOV 3 1978



John L. Humphrey Jr.
COUNTY CLERK, Galveston County, Texas

John L. Humphrey Jr.
COUNTY CLERK, GALVESTON COUNTY, TEXAS

FILED FOR RECORD
NOV 3 2 32 PM 1978

*Campeche Development Corp.
P.O. Box 3387
Galveston 77552*

179173

72821

DEED OF TRUST

BOOK 2694 PAGE 669

AMENDED RESTRICTIONS AND COVENANTS
OF CAMPECHE' COVE
Unit # 1
Galveston County, Texas

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

WHEREAS, heretofore on the 30th day of October, 1974, Campeche' Development Corporation, a Texas corporation hereinafter referred to as "Developer", the then and present owner of Campeche' Cove Subdivision, Unit # 1, a subdivision in the City and County of Galveston, Texas, according to the map thereof which is recorded in Volume 15, Page 25, of the Map Records in the Office of the County Clerk of Galveston County, Texas, executed a set of Restrictions and Covenants which is now recorded in Volume 2520, Page 851, in the Office of the County Clerk of Galveston County, Texas; and

WHEREAS, at that time, it was the desire of said owner to establish a uniform plan for the development, improvements, and sales of said property, and to insure the preservation of such uniform, plan for the benefit of both the present and future owners of lots in said subdivision; and

WHEREAS, by mistake, scrivener's error and inadvertence certain errors were made in said Restrictions and Covenants, of Campeche' Cove Subdivision, Unit # 1, Galveston County, Texas, and it is the desire at this time to create exclusive residential homesites in said subdivision for the purpose of preserving and enhancing the privacy and quiet enjoyment of homes built thereon by restricting by a general plan or scheme the uses to which the lots in said subdivision may be put, and in order to insure uniformity and to maintain suitable standards for the use and occupancy of the lots in said Campeche' Cove Subdivision, Unit # 1, as exclusive residential sites for the benefit, use, and convenience of each and every purchaser, their heirs and assigns, of lots in said Campeche' Cove Subdivision, Unit # 1;

NOW, THEREFORE, THE Developer declares that Campeche' Cove Subdivision, Unit # 1, is and shall be from this time forward held, transferred, sold, conveyed, and occupied, subject to the restrictions, easements, charges and liens, (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I.
DEFINITIONS

DEED OF TRUST
BOOK 2694 PAGE 670

SECTION 1. The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Campeche' Cove Homeowners' Association, a non-profit corporation which has been incorporated under the laws of the State of Texas and has been delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- (d) "Lots" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- (e) "Dwelling Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Dwelling Unit situated upon The Properties.
- (g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO

SECTION 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Galveston County, Texas, and is more particularly described as Campeche' Cove Subdivision Unit # 1 according to the map thereof which has been recorded in Volume 15, Page 25 of the Map Records in the Office of the County Clerk of Galveston County, Texas, all of which real property shall hereinafter be referred to as "Existing Property".

SECTION 2. Intended Use of Existing Property. All Existing Property shall be used for single family residential purposes.

SECTION 3. Additions to Existing Property. All additional lands may become subject to this Declaration in the following manner:

- (a) Additions in accordance with a general plan of development. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such additions are in accord with a general plan of development prepared prior to the sale of any lot and made known to every purchaser (which may be done by brochure delivered to each purchaser) prior to such sale. Additional lands may be added to this scheme of development only under the express condition that application for supplemental exemption will be made as provided by the Interstate Land Sales Full Disclosure Act.

Such general plan of development shall show possible additions to the existing property and contain: (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of common properties proposed for each stage; (3) the general nature of proposed common facilities and improvements; (4) a statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses, and (5) a schedule for termination of the Developer's right under the provisions of this sub-section to bring additional development stages within the scheme. Unless otherwise stated therein, such general plan of development shall not bind the Developer, its heirs and assigns, to make the tentatively proposed additions or to adhere to the plan in any subsequent development of the land shown thereon.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property, and by applying for a supplemental exemption under the provisions of the Interstate Land Sales Full Disclosure Act.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties and as are not inconsistent with the scheme of this Declaration and not inconsistent with the Rules and Regulations of the Interstate Land Sales Full Disclosure Act. In no event, however, shall such supplementary declaration revoke, modify, or add to the covenants established by this Declaration within the existing property.

- (b) Other additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

- (c) Mergers. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the existing property except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN
THE ASSOCIATION

SECTION 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any lot (or dwelling unit) which is the subject by covenants of record to assessment by the Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

SECTION 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A.: Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each lot (or dwelling unit) in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot (or dwelling unit) all such persons shall be members, and the vote for such lot (or dwelling unit) shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot (or dwelling unit).

Class B.: Class B members shall be the Developer. The Class B member shall be entitled to two (2) votes for each lot in which it holds the interest required for membership by Section 1 (and for every dwelling unit in any structure owned by it until such unit is first sold or leased), provided that the Class B membership shall cease on July 1, 1977, or when 30% of the lots are sold, whichever occurs first. Thereafter, Developer shall have no voting rights in the Association.

ARTICLE IV.

PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to every lot (or dwelling unit).

SECTION 2. Title to Common Properties. The Developer may retain the legal title to the common properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the association is able to maintain the same, but, notwithstanding any provisions herein, the Developer hereby covenants, for itself, its heirs and assigns, that it shall convey the common properties to the Association on July 1, 1977, or when 30% of the lots are sold, whichever occurs first.

SECTION 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Developer and of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the common properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the association and all rights of the members hereunder shall be fully restored; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and
- (c) The right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (d) The right of the Association to charge reasonable admission and other fees for the use of the common properties; and
- (e) The right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken.

ARTICLE V.

RESERVATIONS AND RESTRICTIONS

SECTION 1. Reservations for Utilities. Rights of ingress and egress are reserved by various public utilities as necessary for the care and maintenance of such utilities as per the Master Utility Plan on file in the City of Galveston Building Department, Room 400, City Hall, Galveston, Texas, a copy of which is permanently on file in the Office of Developer at # 1 Campeche Boulevard, Galveston, Texas.

SECTION 2. Architectural Control Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature and location of the same shall have been submitted to the approved in writing as to harmony of external design and location in relation to surrounding structures and topography by either the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commencing prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

SECTION 3. Reservations. Development in accordance with the Intent and Purposes of Plan. For the purpose of creating and carrying out a uniform plan for the parceling and sale of all lots in Campeche' Cove Subdivision for the uses indicated and as noted by the plat, the following restrictions (hereinafter called the "Restrictions") are hereby established and adopted to apply uniformly to the use, occupancy and conveyance of all of the lots in the subdivision. The Restrictions may be incorporated to the same extent as though set forth in full in any contract of sale, deed, lease or other transfer of any interest in any lot in the subdivision by reference to this instrument; and every contract of sale, deed, lease, or other transfer of any interest hereafter executed with regard to any lot in the subdivision shall be conclusively deemed to have been executed, delivered and accepted subject to the following Restrictions, even if the Restrictions are not set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of any interest in any such lot:

- (a) Each lot, with the exception of designated park tracts shall be used only for single family residential purposes. The term "Residential Purposes" includes the rental of a dwelling unit for said purposes at any time and for such period of time as any owner of a lot deems desirable.

- (b) No structure of any type shall be constructed, placed and/or altered on any lot until building plans have been reviewed by the Architectural Committee of the Campeche' Cove Homeowners' Association. The standards for approval shall be in compliance with these restrictions; the compatibility of contemplated design to relation to existing structures having proximity; and the location of the building site with respect to topography of the property. Structure as used herein shall include, but not be limited to, principal buildings, fences and walls, decks, swimming pools, and permitted accessory structures of a permanent nature.
- (c) No piers or docks of any kind will be allowed in the subdivision, except such piers or docks which may be provided in designated park areas. All boathouses will be prohibited.
- (d) Mobile homes (house trailers) shall be prohibited.
- (e) No boat, trailer, motor home, camper, or trailer house, shall be parked, kept or placed nearer to the street than the setback line, nor shall they be stored on the street, adjacent to any lot in the subdivision.
- (f) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets; provided they are not kept, bred, or maintained for any commercial purposes.
- (g) The owners or occupants of all lots in this subdivision shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential requirements, or permit the accumulation of garbage, trash or rubbish of any kind thereon or in the easements or streets abutting the same. In the event of default on the part of the owner of any lot in the subdivision in observing the above requirements, Campeche' Cove Homeowners' Association and any of its employees, agents, or representatives, may enter upon said lot, cut or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish so as to place said lot in a neat, attractive healthful and sanitary condition and may bill the owners for the cost of such work.
- (h) No noxious or offensive trade or activity shall be carried on upon any lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

- (i) No spiritous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on said premises, or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes.
- (j) No dwelling shall be erected or placed on less than one full lot as shown on the plat of said subdivision.
- (k) No structure shall be moved to any lot.
- (l) All improvements shall be constructed on the lot so as to front the street upon which such lot faces.
- (m) No residence shall be constructed on any lot in Block 1, and Lots 1 through 14 in Block 4, and Lots 1 through 22 in Block 2, with less than 1200 square feet of living area; exclusive of porches and garages. No one story residence with less than 1800 square feet of living area; exclusive of porches and garages, and no two-story residence with ground floor of less than 1600 square feet of living area; and a minimum of 1800 square feet of living area, exclusive of porches and garages, shall be constructed on the balance of the lots of said subdivision. Residences shall have at least three (3) sides of brick or of wood and/or stucco and brick, and all roofing must be of cedar shingles or other materials as approved by the Architectural Committee.
- (n) No fence or wall shall be erected nearer any streets than the building set back line. Any side or rear yard fence or wall must be erected on the property line and must connect the adjoining rear or side property lines. All fences or walls must be constructed of wood, brick, stone or other materials approved by the Architectural Committee; except on lots 12 through 30, Block 3 where a rear yard fence may be chain link.
- (o) No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot at points twenty-five (25) feet from the intersection of the street lines. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

- (p) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot, parcel of land upon which the improvements are to be erected, and shall not be placed in the street or between the curb and property line.
- (q) Vehicular access to Lot 37, Block 2, and Lot 1, Block 3, shall be from Quintana Drive. Vehicular access to Lots 1 through 6, Block 2, shall be from Cozumel Drive. Vehicular access to Lot 1, Block 4, shall be from Tradewinds Drive. All other vehicular access shall be from interior streets within the subdivision.
- (r)
 - (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty (20) feet to the front lot line. With the exception of Lots 2 through 9 and 11 through 18, Block 1, Lots 21 and 22, Block 2, and Lots 2 through 14, Block 4, no building shall be located nearer than five (5) feet to either interior line where the front lot line is over fifty (50) feet and no nearer than three (3) feet to either interior line where the front lot line is fifty (50) feet or under. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot except as hereinafter provided.
 - (b) Access easements . Lots 1 through 8 and 10 through 17, Block 1; 20 and 21, Block 2; and 1 through 13, Block 4 of Unit 1 shall be subject to having access easements of ten (10) feet in width for the purpose of accommodating separation between buildings for light and air circulation, fire protection and allowing in part for the construction and repair of improvements, and the maintenance of same; provided, however, that said easements shall be subject to the following conditions and limitations relative to minor encroachments, as well as their repair and maintenance.

- (c) Minor encroachments of not more than one (1) foot shall be permitted in order to allow for settling or the protrusion of such building features as sills, belt courses, roof overhangs (e. g. limited to overhangs having gutters and/or means of disposing of storm water outside of the easement area), chimneys, pilasters, awnings and balconies. In no instance, however, shall there be any door or other type access openings within a building wall that is either located on the "0" lot line or within the first foot of the access easement on an adjoining lot (window openings shall be permitted).
- (d) It is expressly understood that the area defined as being contained within the first four (4) feet of access easement area adjacent to a common lot line shall be subject to the right of access by the owner of a contiguous lot for the purpose of either construction of improvements, their repair or maintenance.
- (e) Conveyance of the portion of any lot upon which a structure is located shall, without specific mention thereof, serve as a conveyance of the portion of the access easement for the encroachment.
- (s) Dwellings on corner lots shall have a presentable frontage, as determined by the Architectural Committee, on all streets on which that particular corner lot fronts.
- (t) No external radio or T. V. wires shall be maintained on any portion of any lot within the subdivision.
- (u) No motorized craft of any kind will be operated or maintained in the lake adjoining the subdivision. The lake shall at all times be kept free of debris, trash, rubbish, garbage, other unsightly and/or unsanitary articles.
- (v) No bulkhead or rip-rap will be allowed along the lake shoreline adjoining Lots 12 through 30, Block 3, without the consent of the Architectural Committee.
- (w) No sign, advertisement, billboard, or advertising structure of any kind shall be erected or maintained on any lot, house, or other structure or vehicle without the consent in writing of the Developer, its successors or nominee.

Developer shall have the right to remove without the consent of the lot owner or of any other person, any such sign, advertisement, billboard, or advertising structure, which is placed on any lot, and in so doing, shall not be liable and is expressly relieved from any liability upon any claim, demand, and/or cause of action for damages or alleged damages resulting, directly or indirectly, from or in anyway connected with such removal.

- (x) No stumps, trees, underbrush, or refuse of any kind or scrap materials from the improvements being erected on said lot, shall be placed on any adjoining lots, street, or easements. All such materials, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material shall be immediately removed from the property.
- (y) No permanent clothes line which may be viewed from the street shall ever be erected, installed, or maintained on any lot.

ARTICLE VI

TAXES

The property hereinabove described is within the City Limits of the City of Galveston and within the County of Galveston and is subject to taxation from both of these entities. It is impossible at this time to estimate the taxes that will be assessed on this property inasmuch as all existing tax information is based on a zoning of this property as "Rural". The property has since been re-zoned as "Planned Development" and the valuation will be changed. The following information on 1975 taxes may be of some guidance in this matter.

Taxation by the City of Galveston, Texas: (80% of assessment)

City of Galveston	\$1.48 per \$100 valuation
Navigation District	\$0.12 per \$100 valuation
School	\$1.64 per \$100 valuation
Junior College	\$0.20 per \$100 valuation
Total	<u>\$3.44 per \$100 valuation</u>

Taxation by the County of Galveston, Texas: (28% of assessment)

State of Texas	\$0.12 per \$100 valuation
County of Galveston	\$0.92 per \$100 valuation
Road and Flood	\$0.30 per \$100 valuation
Road District No. 1	\$0.40 per \$100 valuation
Total	<u>\$1.74 per \$100 valuation</u>

ARTICLE VII

ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by him within The Properties hereby covenants and each Owner of any Lot (or Dwelling Unit) by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promulgating the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of landscaping, perimeter walls, entry features, and other properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Dwelling Unit situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, and management thereof.

SECTION 3. Basis and Maximum of Annual Assessments. Until the year beginning July 1, 1977, the annual assessment shall be seventy-five dollars (\$75.00) per lot (or Dwelling Unit). From and after July 1, 1977, the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three years and at the end of such period of three (3) years for each succeeding period of three (3) years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at the meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Article of Incorporation and under Article II, Section 2 hereof.

SECTION 6. Quorum for Any Action Authorized Under Section 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of June of said year.

The amount of the annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 8. Duties of the Board of Directors. The Board of Directors of the Association, to be elected by a majority of the members, shall fix the date of commencement and the amount of the assessment against each Lot (or Dwelling Unit) for each assessment period of at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the properties and assessments applicable thereto which shall be made available to any Owner upon request.

SECTION 9. Effect on Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within sixty (60) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six (6) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

SECTION 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure.

Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

SECTION 11. Exempt Property. The following subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the City and/or County of Galveston and devoted to public use; (b) all Common Properties as defined in Article 1, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

SECTION 12. Authority for Assessments. The above described assessments are made pursuant to the general powers and authorities granted by the Bylaws of the Association and Article 1396-2.02 of Vernon's Annotated Texas Statutes.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this statement is filed, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two thirds (2/3) of the Lots upon which such Dwelling Units are situated shall not be counted. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

SECTION 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this statement shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

SECTION 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer, Association and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. 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.

WARNING: This subdivision is not registered with the Office of Interstate Land Sales Registration nor has that Office passed upon the accuracy or adequacy of this declaration, nor does this declaration serve as an endorsement or recommendation by that Office of the above offering.

Campeche' Development Corporation hereby makes, adopts, and establishes the foregoing covenants and restrictions as heretofore set forth as applicable to property within Campeche' Cove Subdivision.

EXECUTED as of this 15th day of December, 1975.

Campeche' Development Corporation

By John T. Sullivan
President

Attest:

GERALD A. JOURNAL
Secretary

DEED OF TRUST
BOOK 2694 PAGE 686

THE STATE OF TEXAS :
COUNTY OF GALVESTON :

BEFORE ME, the undersigned authority, on this day personally appeared John L. Sullivan, President of Campeche' Development Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Campeche' Development Corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND and seal of office this the 15th day
of December, 1975.



Margaret K. Singold
Notary Public in and for Galveston
County, Texas

DEED OF TRUST

BOOK 2694 PAGE 687

We, the undersigned, being the owners of various lots in Campeche' Cove, Unit # 1, a subdivision in the City and County of Galveston, Texas, according to the map thereof which is recorded in Volume 15, Page 25, of the Map Records in the Office of the County Clerk of Galveston County, Texas, do hereby join in the foregoing amended restrictions and covenants of Campeche' Cove and do hereby ratify and confirm said amended restrictions and covenants.

The undersigned further ratify and confirm the restrictions, covenants, and conditions covering Campeche' Cove, Unit # 1, which are now of record in Volume 2520, Page 851, in the Office of the County Clerk of Galveston County, Texas.

IN WITNESS WHEREOF, we have hereunto set our hands this 16th day of June, 1976.

Raymond Pierson
Raymond Pierson

Joyce Pierson
Joyce Pierson, Wife

Roger Montemayor
Roger Montemayor

Linda Gall Montemayor
Linda Gall Montemayor, Wife

William J. Hopkins
William J. Hopkins

Mary Anne Hopkins
Mary Anne Hopkins, Wife

Bernard J. Rapp
Bernard J. Rapp

Peggy M. Rapp
Peggy M. Rapp, Wife

Simon J. Rapp
Simon J. Rapp

Joyce E. Rapp
Joyce E. Rapp, Wife

Sophia Smith
Sophia Smith, Wife

Dan J. Smith
Dan J. Smith

John H. Rice
John H. Rice

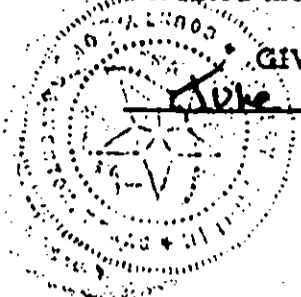
Monroe M. Rice
Monroe M. Rice, Wife

STATE OF TEXAS ()
COUNTY OF GALVESTON ()

DEED OF TRUST
BOOK 2694 PAGE 690

BEFORE ME, the undersigned authority, on this day personally appeared Bernard J. Rapp , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this 16th day of June, 1976.

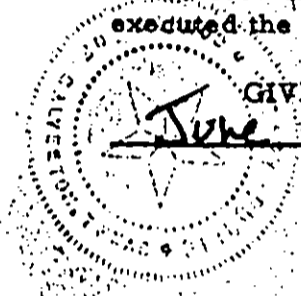


Margaret L. Siqued
Notary Public in and for Galveston County, Texas.

STATE OF TEXAS ()
COUNTY OF GALVESTON ()

BEFORE ME, the undersigned authority, on this day personally appeared Peggy M. Rapp , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this 16th day of June, 1976.

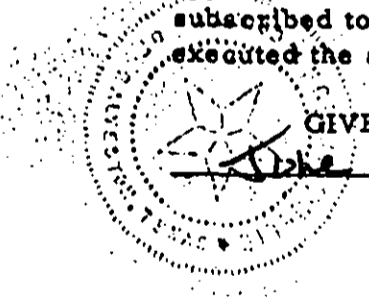


Margaret L. Siqued
Notary Public in and for Galveston County, Texas.

STATE OF TEXAS ()
COUNTY OF GALVESTON ()

BEFORE ME, the undersigned authority, on this day personally appeared Simon J. Rapp , known to me to be the person whose name is subscribed to the foregoing instrument , and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this 16th day of June, 1976.



Margaret L. Siqued
Notary Public in and for Galveston County, Texas.

STATE OF TEXAS ()
COUNTY OF GALVESTON ()

BEFORE ME, the undersigned authority, on this day personally appeared Joyce E. Rapp , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this 16th day of June, 1976.



Margaret L. Siqued
Notary Public in and for Galveston County, Texas.

STATE OF TEXAS ()
COUNTY OF GALVESTON ()

DEED OF TRUST
BOOK 2694 PAGE 691

BEFORE ME, the undersigned authority, on this day personally appeared Dan J. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this 16th day of June, 1976.

Margot W. Fingold
Notary Public in and for Galveston
County, Texas.

STATE OF TEXAS ()
COUNTY OF GALVESTON ()

BEFORE ME, the undersigned authority, on this day personally appeared Sophia Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this 16th day of June, 1976.

Margot W. Fingold
Notary Public in and for Galveston
County, Texas.

STATE OF TEXAS ()
COUNTY OF GALVESTON ()

BEFORE ME, the undersigned authority, on this day personally appeared John H. Rice, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this 16th day of June, 1976.

Margot W. Fingold
Notary Public in and for Galveston
County, Texas.

STATE OF TEXAS ()
COUNTY OF GALVESTON ()

BEFORE ME, the undersigned authority, on this day personally appeared Monroe M. Rice, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this 16th day of June, 1976.

Margot W. Fingold
Notary Public in and for Galveston
County, Texas.

DEED OF TRUST

BOOK 2694 PAGE 692

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 volume and page of the named records of Galveston County, Texas as stamped herein by me.



JUN 18 1976

J. L. Humphrey, Jr.
COUNTY CLERK, Galveston County, Texas

70821

FILED FOR RECORD

JUN 18 11 17 AM 1976

P. M. [Signature]
COUNTY CLERK GALVESTON COUNTY TEXAS

Campbell Realty Corp.

P.O. Box 3387

Galveston Texas 77552

**SECOND AMENDMENT TO THE
AMENDED & RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF BAY MEADOWS TOWNHOMES**

**THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §**

This Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes (the "Second Amendment"), is made on the date hereinafter set forth, by those parties listed below, and on the attached Acknowledgement and Consent documents.

WITNESSETH:

WHEREAS, that certain document entitled "Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes", was recorded in the Galveston County Real Property Records on December 10, 1984, under Galveston County Clerk's File No. 8457080 (the "Original Declaration"), which encumbered all properties located within the subdivision in Galveston County, Texas known as Bay Meadows Townhomes;

WHEREAS, the Original Declaration was amended by that certain document entitled "Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes", which instrument was recorded on April 4, 1997, under Galveston County Clerk's File No. 9712326 and re-recorded on April 25, 1997 under Galveston County Clerk's File No. 9714887 (the "Amended & Restated Declaration");

WHEREAS, the Amended & Restated Declaration was amended by that certain document entitled "First Amendment to Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes", which instrument was recorded on June 13, 2003, under Galveston County Clerk's File No. 2003039598 (the "First Amendment");

WHEREAS, the Amended & Restated Declaration was amended by that certain document entitled "Flood Insurance Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes", which instrument was recorded on July 9, 2009 under Galveston County Clerk's File No. 2009038091 (the "Flood Insurance Amendment");

WHEREAS, the aforementioned Amended & Restated Declaration, First Amendment, and Flood Insurance Amendment are collectively herein referred to as "The Declarations";

WHEREAS, Bay Meadows Townhome Owners Association, Inc., is charged with administering and enforcing the provisions of the Amended & Restated Declaration and all subsequent amendments thereto;

WHEREAS, it is the desire of the undersigned parties to enact certain additional amendments to the Declarations;

WHEREAS, Article XIII, Section 3 of the Amended & Restated Declaration provide that the Amended & Restated Declaration may be further amended by an instrument signed by not less than fifty-one percent (51%) of the total votes of the membership of the Association as defined in Article III of the Amended & Restated Declaration;

WHEREAS, the parties listed below on the attached Acknowledgement and Consent are members of the Association and represent not less than fifty-one percent (51%) of the total votes of the membership of the Association, as defined in Article III of the Amended & Restated Declaration;

WHEREAS, it is the desire of parties listed below, and on the attached Acknowledgement and Consent documents to further amend the Amended & Restated Declaration by execution and/or adoption of this Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes;

NOW, THEREFORE, the undersigned parties, being members of the Association and representing not less than fifty-one percent (51%) of the total votes of the membership of the Association, as defined in Article III of the Amended & Restated Declaration, whose signatures are attached hereto and incorporated herein by reference for all purposes, hereby adopt the following Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes (the "Second Amendment"). This Second Amendment to the Amended & Restated Declaration shall replace and supersede only those provisions specifically delineated below. All provisions not amended herein are hereby ratified and confirmed in all respects. This instrument is to become effective upon its recordation in the office of the County Clerk, Real Property Records of Galveston County, Texas. All of the terms and provisions hereof shall encumber all properties within Bay Meadows, and shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, as well as his/her successors and assigns.

AMENDMENTS

Article IV, Section 11 of the Amended and Restated Declaration is hereby deleted in its entirety and replaced with the following:

Section 11. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain directors' and officers' liability insurance in such amounts as the Board of Directors may determine as reasonable, but in no event less than one million dollars (\$1,000,000.00) per occurrence, and, to the extent reasonably available, insurance for all the buildings and facilities on the properties, including all townhouses, against loss or damage by fire, windstorm and/or other hazards in an annual amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all restricted common area, and all damage or injury caused by the negligence of the Association or any of its

agents. Said insurance may include coverage against vandalism. The Association may obtain fidelity bonds or fidelity insurance coverage, if reasonably available, covering officers, directors, employees, agents and other persons who handle or are responsible for handling Association funds, such coverage being in such amount(s) as deemed reasonable and necessary by the Board of Directors, as well as such other insurance as the Board may deem necessary and proper.

Premiums for all such insurance which is procured and/or paid for by the Association shall be a common expense, to be assessed and paid for by all Owners. All such insurance coverage, to the extent reasonably available, shall be written in the name of the Association for each of the townhouse owners in equal proportions. In addition to the aforesaid insurance required to be carried by the owners and/or the Association, any owner may, if he/she wishes, at his/her own expense, insure such owner's townhouse unit for his/her own benefit and carry any and all other insurance such owner deems advisable. It shall be the individual responsibility of each owner, at his/her own expense, to provide, homeowners liability insurance, theft and other insurance covering personal property against damage and loss.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed property to as good a condition as existed prior to the damage occurrence. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal Government Agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, which contractors must be fully and adequately insured, and then may negotiate with such contractor(s), who shall be required to provide proof of adequate insurance coverage satisfactory to the Association throughout the project and until completion of same, or who shall provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairs and/or rebuilding to the same condition as prior to the occurrence, the Board of Directors shall levy a special assessment against all owners of the damaged townhouses in such proportions as the Board of Directors deem fair and equitable after considering the damage sustained by such townhouses, to make up any deficiency. A special assessment shall be levied against all townhouse owners, as established and provided within the Declarations, to make up any deficiency for repair or rebuilding of the restricted common area not a physical part of a townhouse unit.

In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportions as the Board of Directors deem fair and equitable after considering the damage sustained by such townhouses. Such payments shall be made to all such owners and their mortgagees as their interests may then appear. In the event of damage or destruction by fire or other casualty to any townhouse or other property covered by insurance written in the name of an individual owner, said owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the exterior of the townhouse in a good and

workmanlike manner in conformance with the original plans and specifications of said townhouses. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the townhouse area within sixty (60) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such owner to repair and rebuild any such townhouse in a good and workmanlike manner in conformance with the original plans and specifications of the townhouses. The owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien on said property securing the payment of same, which lien shall be identical to that which is provided above in this section securing the payment of insurance premiums, and such lien being subject to foreclosure as above provided.

Each Owner expressly understands, covenants and agrees with the Association that:

(a) The Association has no responsibility of any kind nor character whatsoever regarding or pertaining to the real or personal property of each Owner;

(b) Each Owner shall, from time to time and at various times, consult with reputable insurance industry representatives of each Owner's own selection to select, purchase, obtain and maintain appropriate insurance providing the amount, type and kind of insurance deemed satisfactory to each Owner covering his or her real and personal property;

(c) Each Owner releases and holds the Association harmless from any liability, claims, causes of action or damages of any kind or character whatsoever arising out of or related (directly or indirectly) to any and all aspects of any improvements to or maintenance of the Property, including but not limited to any fence, gate, driveway, drainage, utility or other easement or improvements within the property, including without limitation the functioning (whether mis-, mal-, or non-) of maintenance of any mechanical gate access device.

Section 11.1.(a). Each townhouse Owner, at their own expense, shall be solely responsible for obtaining and maintaining: (1) flood, fire, windstorm, hail and/or multi-peril property insurance on the contents and personal property located within their townhome and/or on their respective Lots, including, but not limited to, all interior buildout, sheetrock / drywall, floor coverings, walls, ceilings, insulation, decorations, furnishings, appliances, fixtures and personal property located therein or thereon, it being expressly understood that the Association shall not provide insurance coverage on any such items; (2) to the extent not provided by the Association pursuant to the Declaration, flood, fire, windstorm, hail and/or multi-peril property insurance on their townhome and their respective Lots, including, but not limited to, all interior buildout, decorations, furnishings and fixtures located therein or thereon; and, (3) insurance covering the personal liability of each Owner in an amount reasonably sufficient to cover damages and unexpected incidents which may occur on or about the Owner's townhouse premises.

Section 11.1.(b). Within ten (10) days of each and every renewal date of the Owner's insurance policy(ies) covering such owner's townhouse property and/or contents thereof, each respective Owner shall (1) obtain, at the Owner's expense, flood insurance on the townhome located on their respective Lots, in the full amount of the replacement value thereof (or the maximum amount available by law, if less), and (2) deliver to the Association a copy of the

insurance policy(ies) on the townhome located on their respective Lots within thirty days from the date of such renewal. Upon request by the Board, the Owner shall furnish a copy of such insurance policy(ies) to the Association, within ten (10) days from and after such request. In the event that any such Owner fails to obtain insurance or to timely provide copies of the policy(ies) as requested, the Association may bring an action against such Owner, and therein seek such legal and/or equitable relief as is reasonable and necessary in order to protect the interests of the community. Provided insurance coverage is available, whereby the Association may obtain coverage on behalf of an Owner, the Association may seek to purchase such insurance on behalf of the Owner and, thereafter immediately assess the costs thereof to the Owner, to be collected in the manner provided for collection of assessments. Following the Association's purchase of such insurance on behalf of an Owner, the Association shall provide a photocopy or other reproduction of such insurance policy to the respective Owner, along with a request for immediate reimbursement for such costs, which documentation shall be provided to such owner within fifteen (15) days of such purchase.

Section 11.1.(c). If any Owner fails to perform any of its obligations under this Section 11 and any subsection hereof, and provided such insurance coverage is reasonably available, the Association may, but without any duty to do so, perform these obligations by placing and purchasing such insurance on the townhome located on the Owner's respective Lots, as the Association may determine in its sole and absolute discretion, and the Association shall be reimbursed promptly by the Owner upon demand for any sums so paid. Any such sums, until repaid, shall be secured by the same lien as the lien for maintenance assessments provided for in Article IV of the Declaration, which may be foreclosed in the same manner as the lien securing any other unpaid assessment. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one townhouse unit and/or the common areas, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each effect Owner's portion of the total cost of repair. If any Owner shall fail to pay the deductible when required per this provision, the Association may pay such deductible and assess the costs thereof to the Owner or Owners who failed to pay, with such costs being secured by the same lien as the lien for maintenance assessments, and collect such costs in the same manner provided for collection of assessments.

Article VI, Section 3 of the Amended and Restated Declaration is hereby deleted in its entirety and replaced with the following:

Section 3. Owner's Maintenance. Each Owner (as defined within the Amended & Restated Declaration) shall be solely responsible for the repair, maintenance, replacement and insurance of all portions of such Owner's Lot and all improvements thereon, save and except those portions which are herein expressly made the repair, maintenance, replacement and insurance responsibility of the Association. More specifically, the Owner shall maintain, replace and/or repair the following:

- (a) equipment and lines located inside and outside the residence, including but not limited

to air-conditioning compressor, condenser, coil and other components, as well as all pipes and electrical lines connecting same to the residence and/or located throughout the dwelling unit;

(b) sanitary sewer lines connecting the residence to the sanitary sewer collection system;

(c) electrical power service lines and/or conductors from the exterior of the building to the point of connection to the electric utility company's junction box or transformer, as well as all such electrical lines throughout the dwelling unit, electric circuit breakers, and all portions of natural gas and/or telephone service lines, and water service lines from curb stop to and throughout the dwelling unit; provided, however, that any lines, pipes, wires, conduits or systems running through a Unit which serve one or more other Units and which are not maintained by any utility company, shall be operated, repaired and maintained by the Association, and shall not be disturbed or relocated by an Owner without the written consent and approval of the Board.

(d) all components of the foundation beneath the Owner's townhouse unit, including but not limited to repairs to any and all damage to such foundation, failure of the foundation, whether caused by soil movement, soil subsidence or otherwise. The Owner shall also be responsible for repair and maintenance of all portions of the Owner's property which are or which may become damaged as a result of the failure or movement of the foundation, including but not limited to cracks, damage and/or separation of interior sheetrock, separation and/or damage of interior support beams, joists, and superstructure of townhouse unit, separation and damage of exterior siding, roofing, roof components, pipes, wires, lines, ducts, conduits and other components which may be affected by the failure, damage or movement of such foundation, as well as soil movement, soil subsidence and other foundation occurrences;

(e) all glass and glass surfaces; doors, door frames, door casing and hardware; windows, window frames, window casing and hardware; shutters and shutter systems, whether interior or exterior; awnings, sunshade structures, all tile, wood floors, carpet and all other floor coverings; subflooring; painting and finish of all interior walls and ceilings. Unit Owner shall also be responsible for repair and maintenance of all fences and walls located on such property;

(f) sheetrock, drywall, and insulation, whether located within the walls and/or in the attic space of the structure;

(g) all decks, porches, patios, stairs, hand rails and all components thereof;

(h) all appliances and fixtures of any nature, and without regard to the location of same;

(i) all landscaping, plantings and vegetation installed and/or added by the owner shall be trimmed, maintained and groomed by the owner, which owner must remove all such vegetation in the event any portion of same shall become diseased, dead, unkempt or otherwise unsightly.

An owner shall not do any act nor any work that may impair the structural soundness or structural integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which would adversely affect the other townhouse units and/or their owners.

The opening paragraph of Article VII of the Amended and Restated Declaration shall remain unchanged. Article VII, Section (a) and Section (e) of the Amended and Restated Declaration are hereby deleted and replaced, while Sections (b), (c), (d) (f) and (g) shall remain unchanged. The opening paragraph of Article VII and Section (a) of Article VII shall hereafter provide as follows:

ARTICLE VII.

Use Restrictions

In order to provide a congenial occupation of the properties and to provide for the protection of the value of the entire development, the use of the residences and common areas shall be in accordance with the following provisions:

(a) Each of the townhouses shall be occupied by only a family, its servants, and guests, as a private single-family residence and for no other purpose, by the owner or a lessee under contract with the owner. No townhouse may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred.

For the purposes of this Section (a), the phrase "private single-family residence" shall be deemed to prohibit any transient use, hotel use, extended guest use and/or short-term rental. A minimum lease term of six (6) months is hereby imposed on all leases executed between an Owner and a tenant. Owners shall not be permitted to lease or rent any townhome to any tenant for a lease term of less than six (6) months in duration. Any lease which provides a term of less than six (6) months shall constitute a short-term rental and shall constitute a violation of this provision, and shall subject the Owner to such legal, equitable and/or enforcement action as the Association deems necessary and proper.

In order to ensure compliance with this section, all Owners shall be required to submit true and correct photocopies of all executed lease agreements to the Association. An Owner or tenant may redact sensitive information, as defined by Section 209.016 of the Texas Property Code, prior to submitting the executed lease to the Association.

Section (e) of Article VII is hereby deleted and replaced, and shall hereafter provide as follows:

(e) No recreational vehicles or commercial vehicles, including but not limited to boats, boat trailers, water craft, house trailers, camping trailers, motorhomes, commercial trucks requiring commercial driver's licensing, oversized vehicles exceeding standard one (1) ton pickup rating, nor similar items shall be kept other than in the garage or patio of the owner's townhouse. The Association shall have

the right to permit storage of boats at the water's edge or other areas under such conditions as the Board of Directors shall, from time to time, prescribe.

AFFIRMATION OF OTHER PROVISIONS

All other provisions within Articles IV, VI and VII of the Amended & Restated Declaration, and all other provisions of the "Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes", the "First Amendment to Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes", and the "Flood Insurance Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes" shall remain unchanged, and are otherwise unaffected by this Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, such unaffected provisions shall remain in full force and effect, and are hereby confirmed and ratified in all respects.

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ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)

PROPERTY OWNER(S)

Martha Byrd
(signature)

(signature)

Address 10303 Schaper Dr
Galveston, TX 77554

Address _____

Printed Name: Martha Byrd
Date: Sept 13, 2022

Printed Name: _____

Date: _____

PROPERTY OWNER(S)

PROPERTY OWNER(S)

(signature)

(signature)

Address _____

Address _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

ACKNOWLEDGEMENT AND CONSENT

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PROPERTY OWNER(S)

PROPERTY OWNER(S)

Maudie Byrd
(signature)

(signature)

Address 10207 Schaper Rd
Galveston

Address _____

Printed Name: Maudie Byrd
Date: 10/2/2023

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

PROPERTY OWNER(S)

(signature)

(signature)

Address _____

Address _____

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)

David Edwards

(signature)

Address 10505 Schaper Rd
Galveston TX 77554

Printed Name: DAVID E EDWARDS
Date: Oct. 1 2022

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

David Edwards

(signature)

Address _____

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____
Date: _____

ACKNOWLEDGEMENT AND CONSENT

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PROPERTY OWNER(S)

Donna Wilkey
(signature)

Address 7QUINTANA Place
6 of VESTON TX 77554

Printed Name: DONNA Wilkey
Date: SEPTEMBER 13, 2022

PROPERTY OWNER(S)

Michael Bayars
(signature)

Address Same as other owner

Printed Name: Michael Bayars
Date: SEPTEMBER 13, 2022

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____
Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)

Mark S Roche
(signature)

Address 9 CADENA PLACE

Printed Name: MARK S. ROCHE
Date: 9/15/2022

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

(signature)

Address _____

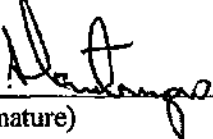
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Date: _____

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PROPERTY OWNER(S)

PROPERTY OWNER(S)


(signature)

(signature)

Address 10103 SCHAPER RA
GALVESTON, TX 77554

Address _____

Printed Name: HERNANDO MONTENEGRO
Date: 9-15-22

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

PROPERTY OWNER(S)

(signature)

(signature)

Address _____

Address _____

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)

PROPERTY OWNER(S)

James M. Miller
(signature)

(signature)

Address 10203 Schaper Rd.

Address

Printed Name: James M. Miller
Date: Jul. 31, 2023

Printed Name:
Date:

PROPERTY OWNER(S)

PROPERTY OWNER(S)

(signature)

(signature)

Address

Address

Printed Name:
Date:

Printed Name:
Date:

RECEIVED

AUG 07 2023

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)

Karen Smith

(signature)

Address 10423 Schaper Rd
Galv 77554
Printed Name: Karen Smith
Date: 7/31/23

PROPERTY OWNER(S)

(signature)

Address _____
Printed Name: _____
Date: _____

PROPERTY OWNER(S)

(signature)

Address _____
Printed Name: _____
Date: _____

PROPERTY OWNER(S)

(signature)

Address _____
Printed Name: _____
Date: _____

ACKNOWLEDGEMENT AND CONSENT

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PROPERTY OWNER(S)


(signature)

Address 10129 Schaper Rd.
77550 - Galveston, TX
Printed Name: Samuel Sims
Date: 09/20/2022

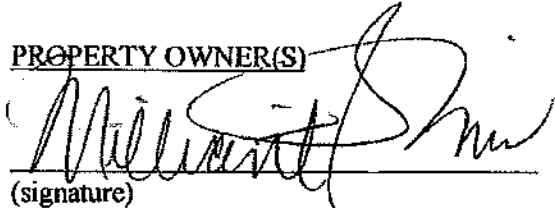
PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____
Date: _____

PROPERTY OWNER(S)


(signature)

Address 10129 Schaper Rd.
Galveston, TX 77550
Printed Name: Millicent Sims
Date: 09/20/2022

PROPERTY OWNER(S)

(signature)


Address _____

Printed Name: _____
Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)

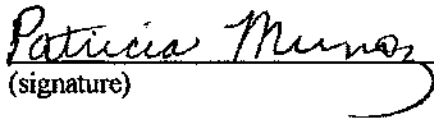


(signature)

Address PO Box 16885
Garland TX 75042

Printed Name: DEWAYNE MUNOZ
Date: 9/12/22

PROPERTY OWNER(S)



(signature)

Address 11

Printed Name: Patricia Munoz
Date: 9/12/22

PROPERTY OWNER(S)



(signature)

Address 11

Printed Name: NATHAN MUNOZ
Date: 9/12/22

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____
Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)

PROPERTY OWNER(S)

Carol J Hoff
(signature)

(signature)

Address 10425 Selaper Rd
Dalwinston

Address _____

Printed Name: CAROL J. HOFF
Date: 9/14/22

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

PROPERTY OWNER(S)

(signature)

(signature)

Address _____

Address _____

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)

Chin Williams
(signature)

Address 10111 Schaper Rd
GALVESTON TX 77554

Printed Name: Chin Williams
Date: 9-15-22

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

(signature)

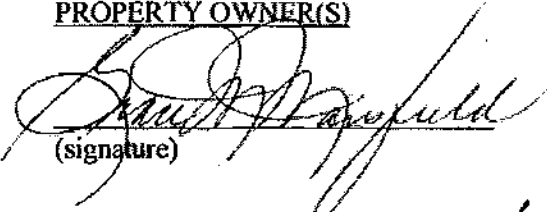
Address _____

Printed Name: _____
Date: _____

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PROPERTY OWNER(S)


(signature)

Address 10305 Schaper St
Galveston TX 77554

Printed Name: Grace Mansfield
Date: 9-27-22

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____

Date: _____

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____

Date: _____

PROPERTY OWNER(S)

(signature)

Address _____

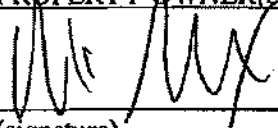
Printed Name: _____

Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

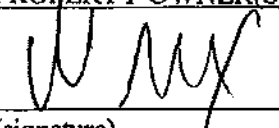
PROPERTY OWNER(S)


(signature)

Address 10415 Schaefer Rd
Galveston TX 77554

Printed Name: Honi Alexander
Date: 9-12-2022

PROPERTY OWNER(S)


(signature)

Address 10421 Schaefer Rd
Galveston TX 77554

Printed Name: Honi Alexander
Date: 9-12-2022

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

(signature)

Address _____


Printed Name: _____
Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)

PROPERTY OWNER(S)


(signature)

(signature)

Address 10417 Schepard Dr.
77554

Address _____

Printed Name: Deborah Kammer
Date: 10-3-22

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

PROPERTY OWNER(S)

(signature)

(signature)

Address _____

Address _____

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)

PROPERTY OWNER(S)

Aline R
(signature)

(signature)

Address 10221 Schaper Rd
Galveston, TX 77554

Address _____

Printed Name: Aline Bean
Date: 9/14/2022

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

PROPERTY OWNER(S)

(signature)

(signature)

Address _____

Address _____

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)

PROPERTY OWNER(S)

Kathy White
(signature)

(signature)

Address 3 Cadena Place

Address _____

Printed Name: Kathy White
Date: 7-9-2023

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

PROPERTY OWNER(S)

(signature)

(signature)

Address _____

Address _____

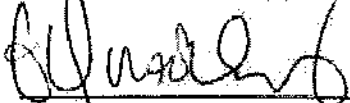
Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)



(signature)
PROPERTY ADDRESS
10225 SCHAPER RD
COALWESTON, TX 77554
Address 3 FOREOAK ST
COALWESTON, TX 77554

M.M.L

Printed Name: CARY DOUGLAS
Date: 9.26.22

PROPERTY OWNER(S)



(signature)
PROPERTY ADDRESS
10225 SCHAPER RD
COALWESTON, TX 77554
Address 3 FOREOAK ST
COALWESTON, TX 77554

Printed Name: JASON GUTHRIE
Date: 9.26.22

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____

Date: _____

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____

Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)

Susan Bartosh
(signature)

Address 10123 Schaper Rd
Dalveston, TX 77554

Printed Name: Susan Bartosh
Date: 1/9/23

PROPERTY OWNER(S)

Charles Bartosh
(signature)

Address 10123 Schaper Rd
Dalveston, TX 77554

Printed Name: Charles Bartosh
Date: 1/9/23

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____
Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)

PROPERTY OWNER(S)

Peter E. Scott
(signature)

(signature)

Address 10125 SCHAPER RD
GALVESTON TX 77554

Address _____

Printed Name: PETER E. SCOTT
Date: 09/30/22

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

PROPERTY OWNER(S)

(signature)

(signature)

Address _____

Address _____

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)




(signature)

Address 10223 Schaper Rd.
Ganeston TX 77554

Printed Name: Jennifer Driscoll
Date: 10/10/22

PROPERTY OWNER(S)



(signature)

Address 10223 Schaper Rd.
Ganeston TX 77554

Printed Name: Ted Driscoll
Date: 10/10/22

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

(signature)

Address _____


Printed Name: _____
Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)

PROPERTY OWNER(S)


(signature)

(signature)

Address 10225 SCHAEFER
GRAVESEND, TX 77504
Printed Name: EUGENIA FOUNT
Date: 8-26-2023

Address _____

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

PROPERTY OWNER(S)

(signature)

(signature)

Address _____

Address _____

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)

PROPERTY OWNER(S)

Eugenia Folley
(signature)

(signature)

Address ¹⁰⁸⁰⁹ ~~10004~~ SCHADER
GALVESTON, TX 77554

Address _____

Printed Name: EUGENIA FOLLEY
Date: 8-26-2023

Printed Name: _____

Date: _____

PROPERTY OWNER(S)

PROPERTY OWNER(S)

(signature)

(signature)

Address _____

Address _____

Printed Name: _____

Printed Name: _____

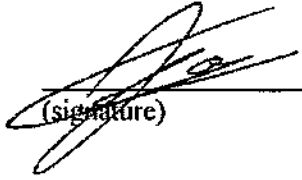
Date: _____

Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

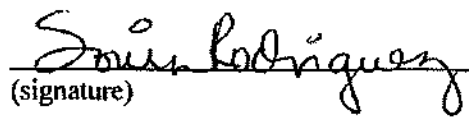
PROPERTY OWNER(S)



(signature)

Address 10109 Sheper Rd
Galveston, Tx 77554
Printed Name: Javier E. Rodriguez
Date: 9/27/23

PROPERTY OWNER(S)



(signature)

Address 10109 Schaper road
Galveston, Tx 77554
Printed Name: Sonia Rodriguez
Date: 09/27/23

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

(signature)

Address _____

Printed Name: _____
Date: _____

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)

PROPERTY OWNER(S)

MICHELLE WISE (W)
(signature) *Settlement of Last 11 checks*

(signature)

Address *10705 Scheppe Rd*

Address _____

Printed Name: *MICHELLE WISE*
Date: *9-23-2022*

Printed Name: _____
Date: _____

PROPERTY OWNER(S)

PROPERTY OWNER(S)

(signature)

(signature)

Address _____

Address _____

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

TEXAS REAL ESTATE POWER OF ATTORNEY

I, **Lisa J Huerta**, of 4403 Pickering Place in the City of College Station, State of Texas (the "Principal") hereby appoint **Milissa Kaye Wise**, of 10205 Schaper road in the City of Galveston, State of Texas (the "Agent") to act on my behalf for the purpose set forth in Article I below:

Article I. Assignment of Authority

√ **Sale of Real Estate:** My agent is authorized to act on my behalf for the purpose of selling the lands and premises located at 10205 Schaper Road, Galveston, TX 77554 and with a legal description of ABST 121 HALL & JONES SUR LOT 3 CAMPECHE COVE TOWNHOMES. My agent is authorized to perform any and all acts related to such sale, including, but not limited to, executing, modifying and delivering any and all documents necessary to complete the transaction as well as accepting the closing proceeds for deposit into my account which has been previously disclosed to my agent.

√ **Management of Real Estate:** My agent is authorized to act on my behalf for the purpose of managing the premises located at ABST 121 HALL & JONES SUR LOT 3 CAMPECHE COVE TOWNHOMES. My agent is authorized to perform all acts related to maintaining the property such as but not limited to: making repairs (with reimbursement), approving sub-contractors for work, negotiating rents, signing lease/sublease agreements, evicting tenants and any other representation as needed for day-to-day management.

√ **Refinancing:** My agent is authorized to act on my behalf for the purpose of refinancing my debts, including, but not limited to any debts secured by a mortgage on the lands and premises located at ABST 121 HALL & JONES SUR LOT 3 CAMPECHE COVE TOWNHOMES. My agent is authorized to perform any and all acts related to such refinancing, including but not limited to, modifying, executing and delivering any and all documents necessary to complete the refinancing as well as to withdraw and disburse funds necessary to complete the refinancing from my account which I have previously disclosed to my agent.

Article II. Durable Power of Attorney

This power of attorney shall not be affected by the principal's subsequent disability or incapacity unless otherwise stated in Article III(b).

Article III. Term

(Initial and Check the Applicable Term):

a. - This power of attorney is effective as of the date hereof and shall terminate upon revocation or automatically on the ___ day of _____, 2022.

LJH
Initial

b. (Non-Durable Option) This power of attorney is effective as of the date hereof and shall NOT terminate upon my death.

c. - This power of attorney is effective as of the date hereof and shall terminate upon my death or revocation.

Article IV. Ratification

I, the Principal, grant to my Agent full power and authority to perform all acts on my behalf as I could do if personally present, hereby ratifying and confirming all that my Agent may do pursuant to this power.

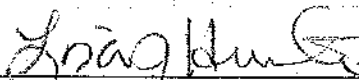
Article V. Governing Law

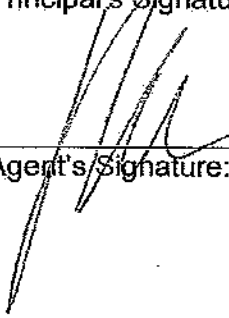
This Note shall be governed by, and construed in accordance with, the laws of the State of Texas.

Article VI. Revocation

I, the Principal, hereby revoke any existing powers of attorney that may have previously been granted by me relative to the above-described properties.

In witness whereof, I have executed this instrument this 26 day of August 2022.


Principal's Signature: Lisa J Huerta


Agent's Signature: Milissa K Wise

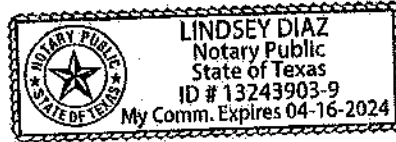
NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

Brazos County, on this 26th day of August, 2022, before me appeared **Lisa J. Huerta**, as the Principal who proved to me through government-issued photo identification to be the above-named person, in my presence executed the foregoing instrument and acknowledged that (s)he executed the same as his/her free act and deed.

Notary Public

(stamp)



Commission Expires 04/16/2024

[Handwritten Signature]
Notary's Signature

Acceptance by Agent

The undersigned Agent acknowledges and executes this Power of Attorney, and by such execution does hereby affirm that I: (A) accept the appointment as agent; (B) understand the duties under the Power of Attorney and under the law.

[Handwritten Signature]
Agent's Signature: Milissa K Wise

**CERTIFICATION OF VOTING RESULTS FOR
SECOND AMENDMENT TO THE
AMENDED & RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF BAY MEADOWS TOWNHOMES**

IN WITNESS WHEREOF, the undersigned President and Secretary of Bay Meadows Townhome Owners Association, Inc., have executed this Certification of Voting Results for the Second Amendment to the Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadows Townhomes (the "Second Amendment"), on the date set forth and indicated next to their respective signatures. The undersigned hereby certify that the foregoing Second Amendment was approved by the affirmative vote of members of the Association and representing not less than fifty-one percent (51%) of the total votes of the membership of the Bay Meadows Townhome Owners Association, Inc., as defined in Article III of the Amended and Restated Declaration. The respective Acknowledgement and Consent documents (ballots) are attached hereto and incorporated herein for all purposes.

ATTEST:

BAY MEADOWS TOWNHOME OWNERS ASSOCIATION, INC.

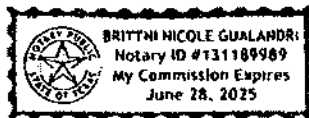
BY: *Alvin R*
President

BY: *W. M. K.*
Secretary

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared *Hani Alexander*, President of Bay Meadows Townhome Owners Association, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this *20th* day of *October*, 2023.

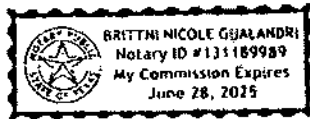


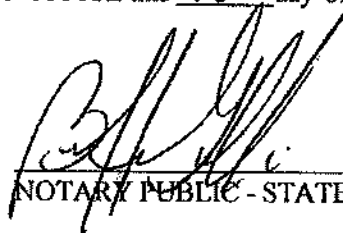
[Signature]
NOTARY PUBLIC - STATE OF TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared Aline Bean
_____, Secretary of Bay Meadows Townhome Owners Association, Inc.,
known to me to be the person and officer whose name is subscribed to the foregoing instrument,
and acknowledged to me that he/she executed the foregoing instrument for the purposes and
consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of October,
2023.





NOTARY PUBLIC - STATE OF TEXAS

FILED AND RECORDED

Instrument Number: *2023051850*

Recording Fee: 174.00

Number Of Pages: 39

Filing and Recording Date: 11/01/2023 10:59AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

**PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE
FOR
CAMPECHE COVE HOMEOWNERS ASSOCIATION**

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

The undersigned, being the President of **Campeche Cove Homeowners' Association, Inc.** (hereinafter the "Association"), a non-profit corporation organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code, which supersedes any prior Management Certificate filed by the Association.

1. **Name and Recording Data of Subdivision(s) (Official Public Records of Galveston County):**
 Campeche Cove Subdivision Unit 1 - Book 15, Page 25, Doc No. 7517999
 Campeche Cove Subdivision Unit 2 - Book 16, Page 13, Doc No. 7800098
 Campeche Cove Subdivision Unit 3 - Book 16, Page 14, Doc No. 7800099
 Campeche Cove Subdivision Unit 2 Replat - Book 15, Page 139, Doc No. 7835777
 Campeche Cove Subdivision Unit 3 Replat - Book 15, Page 140, Doc No. 7835778
 Campeche Cove Townhomes Final Plat - Book 17, Page 32, Doc No. 8209456
 Campeche Cove Townhomes Addition #1 Replat - Book 17, Page 42, Doc No. 8221379
 Campeche Cove Subdivision Phase 2 - Book 17, Page 116, Doc No. 8407342
 Campeche Cove Subdivision Unit 2 Replat Lots 40-45 - Book 16, Page 130, Doc No. 9315167
 Campeche Cove Townhomes Addition #2 - Book 18, Page 497, Doc No. 9431048
 Campeche Cove Townhomes Addition #1 2nd Partial Replat - Book 18, Page 1393,
 Doc No. 2002069392
 Campeche Cove Townhomes Addition #1 Lot 1 Replat - Doc No. 2007021540

2. **Name of Association:**
 The name of the Association is **Campeche Cove Homeowners' Association, Inc.**

3. **Recording Data for the Declaration(s) (Official Public Records of Galveston County):**
 Covenants and Restrictions for Campeche Cove, Sec 1, 2, & 3 - Doc No. 7423854
 Amended Restrictions and Covenants of Campeche Cove Unit 1 - Doc No. 7616136
 Amendment to Restrictions and Covenants of Campeche Cove Unit 1 - Doc No. 7838099
 Declaration of Covenants, Conditions and Restrictions of Campeche Cove Townhouses, Inc.
 - Doc No. 8224337
 Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bay Meadow
 Townhomes - Doc No. 9712326
 Amendment to Restrictions and Covenants of Campeche Homeowners' Association - Doc
 No. 2021024850

4. **Association Information:**
 The contact information for the association is as follows:
 Campeche Cove Homeowners' Association, Inc.
 c/o Andrea P. Sunseri
 3 Cadena Drive
 Galveston, Texas 77554

5. **Designated Representative Information:**

The contact information for the person or entity managing the association is as follows:

Andrea P. Sunseri
3 Cadena Drive
Galveston, Texas 77554
Phone Number: (409) 370-0088
Email: andrea@andreasunseri.com

6. **Fees Related to Property Transfer:**

Resale Certificate: \$150.00
Refinance Resale Certificate: \$0.00
Transfer Fee: \$0.00

7. **Optional Information:**

None

8. **Association Website:**

www.campeche-cove.com

Executed this the 12 day of April, 2023.

Campeche Cove Homeowners' Association, Inc.

By Andrea P. Sunseri
President

Andrea P. Sunseri
Print Name

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was **acknowledged** before me on this the 12 of April, 2023, by Andrea P. Sunseri, President of **Campeche Cove Homeowners' Association, Inc.**, a Texas property owners association, on behalf of said association.



Hanna Lamm
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Disclaimer: Please note, this certificate only contains information required under Tex. Prop. Code §209.004, and may not contain all of the recorded dedicatory instruments for the Association.

FILED AND RECORDED

Instrument Number: 2023016410

Recording Fee: 30.00

Number Of Pages: 3

Filing and Recording Date: 04/12/2023 4:28PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*