

AMENDMENT TO THE  
DECLARATION OF RESTRICTIVE COVENANTS,  
CONDITIONS, DEDICATION AND  
AGREEMENT OF CHANNEL, OWNERSHIP AND MAINTENANCE  
OF BAY HARBOR UNITS 2 & 3

STATE OF TEXAS §

COUNTY OF NUECES §

The undersigned, being the owners of seventy (70%) per cent of the Lots in the subdivision known as Bay Harbor Units 2 & 3, as recorded in Volume 1851, at Page 170 et seq. of the Deed Records of Nuéces County, Texas, hereby amend the Declarations of Restrictive Covenants, Conditions, Dedication and Agreement of channel ownership and maintenance, Bay Harbor Units 2 & 3 (the "Declaration") by amending the following paragraphs to the Declaration:

1. The Architectural Control Committee shall consist of three (3) members, appointed by the Board of Directors and who may be removed and replaced by the Board of Directors. The Architectural Control Committee shall be the sole determining authority approving or rejecting construction design. The Committee members shall have no personal liability for approving or rejecting plans and specifications.
2. "Common Property" shall mean all Property owned or acquired by the B.H.C. Owners Association, Inc., including but not limited to boat channels, private roadways, and greenbelt.
3. The term "Lot" in paragraph numbered 1.03 is hereby modified to mean and refer to any and all of the plots of land within Bay Harbor Unit 2 & 3 which there is or will be built a single family dwelling, as such lots or plots are shown by plat or replat of Bay Harbor Units 2 & 3 of record in the Plat Records of Nueces County, Texas. The term "Lot" shall not include the Common Area nor any other reserves shown on the plat or replat of Units 2 & 3.

Further, shall any of the above amendments be in conflict with the provisions of the earlier recorded Declaration referenced above, the amendments shall control.

Doc No. 1998045337  
10-12-1998

---

---

Bay Harbor Channel Turnero  
114 Sea Mist Dr.  
Aransas Pass, TX 78336

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

Doc# 1998045337  
# Pages: 29  
Date : 10-12-1998  
Time : 10:13:18 A.M.  
Filed & Recorded in  
Official Records  
of NUECES County, TX.  
ERNEST M. BRIONES  
COUNTY CLERK  
Rec. \$ 65.00

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped herein by me, and  
was duly RECORDED, in the Official Public Records of  
Nueces County, Texas



*Ernest M. Briones*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

RECORDER'S MEMORANDUM

At the time of recording, 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.

**AMMENDMENT TO DECLARATION OF RESTRICTIVE  
COVENANTS, CONDITIONS, DEDICATION AND  
AGREEMENT ON CHANNEL OWNERSHIP AND  
MAINTENANCE  
BAY HARBOR UNITS 2 & 3**

The State of Texas

KNOW ALL MEN BY THESE PRESENTS:

County of Nueces

That the undersigned constitute at least seventy percent (70%) of the lot owners of real property in BAY HARBOR UNITS 2 & 3, a subdivision in the City of Aransas Pass, Texas, according to plat thereof filed in Volume 1953 at Page 170 et seq. of the Deed Records of Nueces County, Texas;

THAT the undersigned wish to amend Section 4.17 of Article Four of the Declaration of Protective Covenants, Conditions, Dedication and Agreement on Channel Ownership And Maintenance, affecting Bay Harbor Units 2 & 3, pursuant to Article Six, Section 6.03 of said Declaration;

Section 4.17 of Article Four is amended by the addition of the following language, after the first sentence of said section: "Professional, business or commercial activity prohibited herein shall include but not be limited to rentals of the property to any person, corporation, or entity, for a period of less than one hundred twenty (120) consecutive days, daily and weekly rental of the property, operation of a "bed and breakfast", renting the dock space to persons not residing within Bay Harbor Unit 2, 3, storage of boats and motor vehicles not owned by the residents of the occupied lot, any other commercial activity for which non residents regularly come to the property, and any income producing activity for which an employee's workplace is located with any building on any lot. The operation of a "home office" shall not be deemed a violation of this Declaration provided there are no employees, except members of the resident's immediate family, and there is no additional traffic from customers and clientele coming to the lot for business or commercial purposes. In order to maintain the residential character of Bay Harbor subdivisions and avoid a transient population, prohibited business use includes the granting of occupancy and use of occupancy, with or without payment, as a reward, bonus or benefit related to employment, to any person or family for a period of less than 120 consecutive days; further no residence shall be occupied by more persons than the residence was constructed, except for brief periods of visitation by family members and other guests who are visiting the owners of the respective lot."

OWNER \_\_\_\_\_ LOT(S) \_\_\_\_\_  
Printed Name Signature

Doc # 20000 40 571

Recorded 10-05-00

AMENDMENT TO THE  
DECLARATION OF RESTRICTIVE COVENANTS,  
CONDITIONS, DEDICATION AND  
AGREEMENT ON CHANNEL OWNERSHIP AND MAINTENANCE  
OF  
BAY HARBOR UNITS NO. 2 & 3

THE STATE OF TEXAS           §

COUNTY OF SAN PATRICIO   §

WHEREAS, the owners of the Lots in the subdivisions known as Bay Harbor Units No. 2 & 3 desire to modify the existing language contained in the Declaration of Restrictive Covenants and Conditions of Bay Harbor Units No. 2 & 3 in order to create a more manicured, visually attractive and aesthetic look to our community.

WHEREAS, the undersigned, being the owners of seventy (70%) percent of the Lots in the subdivision known as Bay Harbor Units No. 2 & 3 as recorded under Clerk's file No. 419641 in Volume 1953, Page 170 of the Deed Records of Nueces County, Texas, as modified by Judgment dated April 11, 2003 in the 135<sup>th</sup> District Court of Refugio County, Texas, a copy of which is recorded under Document No. 532204 of the Real Property Records of San Patricio County, Texas hereby amend the Declaration of Restrictive Covenants, Conditions, Dedication and Agreement on Channel Ownership and Maintenance of Bay Harbor Units No 2 and 3 (hereinafter collectively referred to as the "Declarations") as described herein.

NOW THEREFORE, in consideration of the foregoing, Article 3.01 of the Declarations for Bay Harbor Units 2 & 3 shall be amended as follows:

**Art 3.01 shall be restated and revised as follows:**

"In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly condition, the Architectural Control Committee shall have the right, but not the obligation, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner, and to impose a lien on the property with provisions similar to and enforced in the same manner as a vendor's lien, but secondary and subordinate to any liens, deeds of trust and encumbrances given to secure purchase, construction, or repair money financing on said Lot, or structure thereon.

For purposes of clarification, the terms "neat and orderly condition" in the foregoing paragraph, as this description pertains to landscaping, shall include, but not be limited to, maintaining landscaping in a neat and orderly manner, removing dead vegetation to include palm fronds or palm leaves, keeping shrubs trimmed to a height no higher than the edge of the roof (or 12 feet, whichever is lower), and removing any undergrowth before it becomes unsightly. Additionally this term shall mean that all

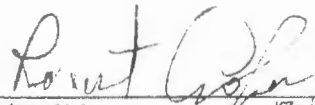
vegetation at the front and side of corner lots should be trimmed so as to leave an open line of sight for safety purposes. Bushes should be trimmed to below three (3) feet and trees should be trimmed below seven (7) feet to allow at least a four (4) foot gap to accommodate an open line of sight.”

**Art 7.01 shall be restated and revised as follows:**

“Channels A, B and C as shown on the replat of Bay Harbor Unit No. 1, as recorded at Vol 47, Pages 201 - 202, Map Records of Nueces County, Texas and as shown on the Plats of Unit 2 and Unit 3 as recorded in Vol. 50, Page 136 and Vol. 50, Pages 134 -135, Map Records of Nueces County, Texas, are dedicated as private channels in order to afford each property owner facing the channels, including those outside of Bay Harbor Unit No. 1, free ingress and egress by water to and from his respective property. Throughout the term of these restrictions and to the extent permitted by law, Channels A, B and C are permanently restricted to the use as private channels for the use and benefit of and navigation by the Association hereinafter described, its members, successors and assigns, and the owners of all lots located within Bay Harbor Unit No. 1, 2 and 3 or any adjoining subdivision. All such persons shall have the non-exclusive right to navigate the channel portions for the purpose of ingress and egress to and from his property, provided; however, each lot owner is entitled, subject to applicable law, to construct piers, decks, walkways and dolphins for a boat slip, but not farther than eighteen (18) feet from the bulkhead of his property and unless specifically approved by the Architectural Control Committee and in no event to constitute an interference with the uninterrupted navigation of the deepened portions of Channels A, B, and C intended for fairway use, in no event to lessen the width to less than seventy (70) feet and then only to the extent approved by the Architectural Control Committee.”

The undersigned confirms and ratifies the Declarations (including any subsequent modifications or amendments to same filed of record in Nueces County, Texas or San Patricio County, Texas) as valid and enforceable against his Lot.

Except as expressly modified or ratified by this Amendment, all terms of the Declarations and any subsequent modifications or amendments to same shall remain in full force and effect.

  
Printed Name: Robert Cooper  
Lot # 15

PREPARED IN THE OFFICE OF:

OSTARCH HILMY & McCAULEY  
615 N. Upper Broadway, Ste # 800  
Corpus Christi, TX 78401

RETURN AFTER RECORDING:

Michael A. McCauley  
OSTARCH HILMY & McCAULEY  
615 N. Upper Broadway, Ste # 800  
Corpus Christi, TX 78401

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



*Gracie Alaniz-Gonzales*

Gracie Alaniz-Gonzales  
County Clerk  
San Patricio County, Texas  
11/02/2018 04:52 PM  
Fee: \$286.00  
682791 AFFID

AMENDMENT TO THE  
DECLARATION OF RESTRICTIVE COVENANTS,  
CONDITIONS, DEDICATION AND  
AGREEMENT ON CHANNEL OWNERSHIP AND MAINTENANCE  
OF  
BAY HARBOR UNITS NO. 2 & 3

THE STATE OF TEXAS           §

COUNTY OF SAN PATRICIO    §

WHEREAS, the owners of the Lots in the subdivisions known as Bay Harbor Units No. 2 & 3 desire to modify the existing language contained in the Declaration of Restrictive Covenants and Conditions of Bay Harbor Units No. 2 & 3 in order to create a more manicured, visually attractive and aesthetic look to our community.

WHEREAS, the undersigned, being the owners of seventy (70%) percent of the Lots in the subdivision known as Bay Harbor Units No. 2 & 3 as recorded under Clerk's file No. 419641 in Volume 1953, Page 170 of the Deed Records of Nueces County, Texas, as modified by Judgment dated April 11, 2003 in the 135<sup>th</sup> District Court of Refugio County, Texas, a copy of which is recorded under Document No. 532204 of the Real Property Records of San Patricio County, Texas hereby amend the Declaration of Restrictive Covenants, Conditions, Dedication and Agreement on Channel Ownership and Maintenance of Bay Harbor Units No 2 and 3 (hereinafter collectively referred to as the "Declarations") as described herein.

NOW THEREFORE, in consideration of the foregoing, Article 3.01 of the Declarations for Bay Harbor Units 2 & 3 shall be amended as follows:

**Art 3.01 shall be restated and revised as follows:**

"In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly condition, the Architectural Control Committee shall have the right, but not the obligation, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner, and to impose a lien on the property with provisions similar to and enforced in the same manner as a vendor's lien, but secondary and subordinate to any liens, deeds of trust and encumbrances given to secure purchase, construction, or repair money financing on said Lot, or structure thereon.

For purposes of clarification, the terms "neat and orderly condition" in the foregoing paragraph, as this description pertains to landscaping, shall include, but not be limited to, maintaining landscaping in a neat and orderly manner, removing dead vegetation to include palm fronds or palm leaves, keeping shrubs trimmed to a height no higher than the edge of the roof (or 12 feet, whichever is lower), and removing any undergrowth before it becomes unsightly. Additionally this term shall mean that all

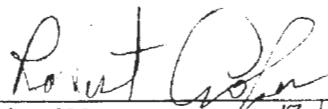
vegetation at the front and side of corner lots should be trimmed so as to leave an open line of sight for safety purposes. Bushes should be trimmed to below three (3) feet and trees should be trimmed below seven (7) feet to allow at least a four (4) foot gap to accommodate an open line of sight.”

**Art 7.01 shall be restated and revised as follows:**

“Channels A, B and C as shown on the replat of Bay Harbor Unit No. 1, as recorded at Vol 47, Pages 201 - 202, Map Records of Nueces County, Texas and as shown on the Plats of Unit 2 and Unit 3 as recorded in Vol. 50, Page 136 and Vol. 50, Pages 134 -135, Map Records of Nueces County, Texas, are dedicated as private channels in order to afford each property owner facing the channels, including those outside of Bay Harbor Unit No. 1, free ingress and egress by water to and from his respective property. Throughout the term of these restrictions and to the extent permitted by law, Channels A, B and C are permanently restricted to the use as private channels for the use and benefit of and navigation by the Association hereinafter described, its members, successors and assigns, and the owners of all lots located within Bay Harbor Unit No. 1, 2 and 3 or any adjoining subdivision. All such persons shall have the non-exclusive right to navigate the channel portions for the purpose of ingress and egress to and from his property, provided; however, each lot owner is entitled, subject to applicable law, to construct piers, decks, walkways and dolphins for a boat slip, but not farther than eighteen (18) feet from the bulkhead of his property and unless specifically approved by the Architectural Control Committee and in no event to constitute an interference with the uninterrupted navigation of the deepened portions of Channels A, B, and C intended for fairway use, in no event to lessen the width to less than seventy (70) feet and then only to the extent approved by the Architectural Control Committee.”

The undersigned confirms and ratifies the Declarations (including any subsequent modifications or amendments to same filed of record in Nueces County, Texas or San Patricio County, Texas) as valid and enforceable against his Lot.

Except as expressly modified or ratified by this Amendment, all terms of the Declarations and any subsequent modifications or amendments to same shall remain in full force and effect.

  
Printed Name: Robert Cooper  
Lot # 15



PREPARED IN THE OFFICE OF:

OSTARCH HILMY & McCAULEY  
615 N. Upper Broadway, Ste # 800  
Corpus Christi, TX 78401

RETURN AFTER RECORDING:

Michael A. McCauley  
OSTARCH HILMY & McCAULEY  
615 N. Upper Broadway, Ste # 800  
Corpus Christi, TX 78401

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



*Gracie Alaniz-Gonzales*

Gracie Alaniz-Gonzales  
County Clerk  
San Patricio County, Texas  
11/02/2018 04:52 PM  
Fee: \$286.00  
682791 AFFID

AMENDMENT TO THE  
DECLARATION OF RESTRICTIVE COVENANTS,  
CONDITIONS, DEDICATION AND  
AGREEMENT ON CHANNEL OWNERSHIP AND MAINTENANCE  
OF  
BAY HARBOR UNITS NO. 2 & 3

THE STATE OF TEXAS           §

COUNTY OF SAN PATRICIO   §

WHEREAS, the owners of the Lots in the subdivisions known as Bay Harbor Units No. 2 & 3 desire to modify the existing language contained in the Declaration of Restrictive Covenants and Conditions of Bay Harbor Units No. 2 & 3 by increasing the allowed maximum lien for assessments from \$2,500.00 per lot to \$10,000.00 per lot (subject to the restrictions contained herein). This increase is needed in order to pursue a capital improvement project.

WHEREAS, the undersigned, being the owners of seventy (70%) percent of the Lots in the subdivision known as Bay Harbor Units No. 2 & 3 as recorded under Clerk's file No. 419641 in Volume 1953, Page 170 of the Deed Records of Nueces County, Texas, as modified by Judgment dated April 11, 2003 in the 135<sup>th</sup> District Court of Refugio County, Texas, a copy of which is recorded under Document No. 532204 of the Real Property Records of San Patricio County, Texas hereby amend the Declaration of Restrictive Covenants, Conditions, Dedication and Agreement on Channel Ownership and Maintenance of Bay Harbor Units No. 2 and 3 (hereinafter collectively referred to as the "Declarations") as described herein.

NOW THEREFORE, in consideration of the foregoing, Article 8.02 of the Declarations for Bay Harbor Units 2 & 3 shall be amended as follows:

**Article 8.02 - Paragraph 1 shall be restated in its entirety as currently contained in the Declarations.**

**Article 8.02 - Paragraph 2 shall be restated in its entirety as currently contained in the Declarations.**

**Article 8.02 – a new Paragraph 3 shall be added as follows in order to increase the maximum lien to \$10,000.00 under certain circumstances:**

“Notwithstanding the \$2,500.00 lien limit contained in Article 8.02, Paragraph 2 above, and without diminishing the personal obligations which may become due by any member of the Association under the terms of its Charter and Bylaws, nor limiting nor restricting, the assessments by the Association, for any expense or costs associated with street repairs, construction and maintenance of same, the lien hereby granted upon any lot shall be increased to \$10,000.00 and such lien shall not secure any sum greater than \$10,000.00 increased by interest at the highest lawful and applicable rate from the date each such assessment is due to the Association, plus court and collection costs, or

attorney's fees, lawfully then or thereafter due in accordance with the Bylaws of the Association.

The undersigned confirms and ratifies the Declarations (including any subsequent modifications or amendments to same filed of record in Nueces County, Texas or San Patricio County, Texas) as valid and enforceable against his Lot.

Except as expressly modified or ratified by this Amendment, all terms of the Declarations and any subsequent modifications or amendments to same shall remain in full force and effect.

Printed Name: \_\_\_\_\_  
Lot # \_\_\_\_\_