

DECLARATION OF RESTRICTIVE COVENANTS
CONDITIONS, DEDICATION AND
AGREEMENT ON CHANNEL OWNERSHIP AND MAINTENANCE
BAY HARBOR UNIT NO. 4

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

THAT WHEREAS, BAYSIDE PROPERTIES, INC. hereinafter called the Declarant, is the owner of all that certain real property located in Nueces County, Texas, described as follows:

THE SURFACE ESTATE in and to all that certain 9.33 acres, more or less, in Nueces County, Texas, which property is platted as BAY HARBOR SUBDIVISION UNIT 4, according to plat thereof recorded in Volume 55 at page 166, of the Plat Records of Nueces County, Texas, Clerk's File #867006 filed July 27, 1993.

WHEREAS, the Declarant may hereafter from time to time convey the above described properties, and desires to bind Declarant to make 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 shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns and which easements, restriction covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE
DEFINITIONS

1.01 Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the title to any Lot or portion of a Lot on which there is or may be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.02 Properties. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association described in Article Seven herein.

1.03 Lot. "Lot" shall mean and refer to that portion or any of the plots of land identified as Lots 77 through 88, Bay Harbor Subdivision Unit 4, shown upon the plan and subdivision map recorded in Vol. 55, Page 166 of the Plat Records of Nueces County, Texas, Clerk's File # 867006, on which there is or may be built a single family dwelling. The term "Lot" shall not include the Common Area, if any, nor any other reserves shown on the said plat.

1.04 Beach/Wetlands Property. "Beach/Wetlands Property" shall mean and refer to All of the area located both East of Bay Harbor Drive and between Lots 85 and 86 (being portions of Lots 79 through 84, inclusive) and outside and East of the bulkhead of Lots 85, 86, 87 and 88.

1.05 Declarant. "Declarant" shall mean and refer to Bayside Properties, Inc., its successors and assigns.

1.06 Channel. "Channel" shall mean that area show as Channel D on the above referenced plat.

ARTICLE TWO ARCHITECTURAL CONTROL

2.01 Architectural Control Committee. Declarant shall designate and appoint an Architectural Control Committee ("ACC") consisting of not less than two (2) qualified persons, which committee shall serve at the pleasure of the Declarant, and none of whom are required to be residents of Bay Harbor Subdivision. Upon the resignation, death or inability of a committee member to serve on the ACC, the Declarant shall have the power to appoint a successor.

The initial committee is:

Chairman: Jack Robinson

Member: Cal Banker

Member: George Strickhausen

Declarant shall have the right, at its election, to transfer the power of appointment of the members of the ACC to the Association. In such event, all rights and obligations of Declarant to appointment of the Committee shall thereupon terminate and shall thereafter be vested in the assignee of such power; provided that, in the event such assignee should fail or refuse to exercise the power.

No member of the ACC shall be liable for damages of any nature, arising from acts or failure to act on behalf of the ACC. The members of the ACC shall be subject only to judicial process or purposes of injunction and then only in the event that the acts or failure to act constitutes abuse of discretion. The ACC may approve or disapprove request for architectural approval in the sole discretion of the ACC.

2.02 Plan Submission. Final plans and specifications for all exterior improvements, construction and modifications shall be submitted in duplicate to the ACC for approval or disapproval. At such time as the plans and specifications have been reviewed by the ACC, one complete set of such plans and specifications will be retained by the ACC and the other complete set will be marked "APPROVED" or "DISAPPROVED", and returned to the Lot owner. Any modification or change to the approved set of plans and specifications must be submitted to the ACC for its inspection and approval or disapproval.

If the ACC finds the services of an engineer or architect are needed, the costs of such services shall be paid by the person submitting the request.

The ACC shall determine whether the provisions contained in this Declaration are being complied with; however, no act or failure or refusal of the Committee to initiate action to challenge a real or threatened violation of this Declaration or otherwise to act on its own initiative, shall be deemed to constitute waiver of any right or duty of the ACC at any time or from time to time thereafter to initiate such action and/or enforce compliance with this Declaration. The ACC may act or refuse to act in any real or threatened violation of this Declaration, all in the exercise of its sole discretion.

2.03 No Construction Without Approval of Plans and Specifications. No building, fence, wall, bulkhead, slip or other structure shall be commenced, erected, or maintained upon the properties, Channel D or Beach/Wetlands, nor shall any exterior addition to, or change or alteration therein, be made until the plans and specification showing the nature, kind, structure, shape, height, color, materials, and location of the same shall have been submitted to, and approved in writing by, the ACC as to harmony of external design, appearance and location in relation to surrounding structures and topography. The ACC may approve, in whole or in part, or may reject, in whole or in part, in its sole judgment.

No building material of any kind or character shall be placed or stored upon any Lot until the owner has ACC approval to commence construction of improvements.

2.04 Failure of Committee to Act. In the event that any plans and specifications are submitted to the ACC as provided herein, and such ACC shall fail either to approve or reject such plans and specifications for a period of forty-five (45) days following such submissions, approval by the ACC shall not be required and full compliance with the ACC authority shall be deemed to have been had, as to the requirement for approval.

2.05 Exterior Walls. The exterior walls of each dwelling shall be of natural stone, brick, wood, vinyl or stucco or any combination thereof. Materials used for any outbuilding must be in harmony with the general architectural design of the dwelling, as determined by the ACC.

2.06 Roof. The pitch of the roof of each main building and all out buildings, either attached or detached, is subject to approval of the ACC. Such roof may be constructed out of the following materials which shall be the minimum as to quality and type.

- (a) Metal;
- (b) Tile;
- (c) Fire retardant wood shingle roof;
- (d) Such other materials as may be approved by the ACC, in its sole discretion.

2.07 Topographic Alterations. Under no circumstances shall any Lot owner be permitted to alter the topographic conditions of any Lot in any way which would alter the natural drainage patterns without first obtaining the prior approval of the ACC.

2.08 Plumbing and Sanitary Facilities. All structures shall have plumbing installations completed and approved by the ACC prior to occupancy. Such plumbing shall comply with all laws, rules and regulations of governmental authorities having and asserting jurisdiction. No outside toilet shall be installed or maintained on any Lot in this subdivision except temporarily for construction workers while house is under construction. This includes boats moored in Channel D.

2.09 Minimum Floor Area and Parking. Any single story residence constructed on said Lots must have a first floor area of not less than 2500 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Any residence other than a single story residence must have not less than 1000 square feet of first floor living area and 2500 square feet total, exclusive of open or screened porches, terraces, patios, driveways, carports and garages. Houses may be built on piling and detached garages are acceptable.

All construction plans are required to have a two car garage and off street parking for two additional cars.

2.10 Building Location. No building shall be located on any Lot nearer to the front Lot line than the minimum building setback lines shown on the recorded plat. No portion of any building shall be erected nearer than five (5) feet to an interior Lot line. However, roofs, eaves or steps may extend over the minimum building setback line for a distance of not more than two (2) feet. Any structure to be built closer than fifteen (15) feet of the bulkhead must have plans prepared by a professional engineer.

2.11 Completion Time. Any house, structure, or improvement commenced on any Lot in the subdivision, shall be completed within six (6) months after the beginning of such construction, or within such additional time as may be approved in writing by the ACC and no partially completed house, structure or improvement of any type shall be permitted to remain on said property beyond said period of time.

2.12 Willful or Negligent Acts. In the event that the need for maintenance or repair is caused through the willful or negligent act of any owner, his family, guests or invitees, and is not promptly done, the cost of such repair shall be added to assessments of such owner.

2.13 Telephone and Electric Lines. All telephone and electric lines will be underground to the terminal point of the property line, and all service lines must also be installed underground from the terminal point to the building which they serve.

2.14 Fences - Walls - Decks - Porches. Except on Lot 85, no fences or wall shall be erected, placed, altered, or maintained on any building site nearer to the street Lot line than the building set back line shown on the map of such subdivision. No fence shall be constructed higher than six (6) feet and all fences (material and design) shall be subject to approval by the ACC.

2.15 Construction on Beach/Wetlands Property. "Beach Wetlands Property" are restricted against construction of enclosed structures or housing or storage accommodations. Subject to approval by the ACC unless otherwise prohibited by Law, open gazebos, pavilions, picnic tables, benches, walkways, piers and landscape, consistent with the harmony and habitat of the subdivision, may be constructed.

2.16 Swimming Pools and Tennis Courts. Swimming pools and tennis courts shall be permitted on Lots, but not on any wetland/beach, provided: (1) that approval of the location of same is first obtained from the ACC; (2) that the construction and maintenance of same is in compliance with all applicable laws, rules, regulations and ordinances of state, county and/or municipal authorities asserting jurisdiction; (3) that all such pools are completely enclosed with a suitable fence of a minimum height of five (5') feet; and (4) that any lighted tennis courts shall be constructed so as not to offend any of the other owners of Lots in the subdivision. No basketball backboards may be attached to front of house or located in a place visible from street.

2.17 Resubdivision or Consolidation. None of said Lots shall be resubdivided in any fashion except that any person owning two or more adjoining Lots may resubdivide or consolidate such Lots into building site(s), with the privilege of constructing improvements as permitted in Paragraphs 2.09 and 2.10 hereof on each resulting building site, provided that such subdivision or consolidation does not result in any building site having a front line of less than 70 feet, and provided that approval of the ACC is obtained.

2.18 Bulkheads. No bulkhead shall be cut or any slips for boats nor any structures built in any portion of waterway without ACC approval. These plans shall be prepared by a professional engineer and necessary permits and approvals obtained before any construction is started.

2.19 Canals and Channels. The HOA shall improve, maintain, repair and otherwise care for the canals and channels within the subdivision, and any other property dedicated to the public within the subdivision which is not being maintained by a public entity, except for construction by individual members for their private use.

2.20 Mooring Area Construction. Unless otherwise prohibited by law, each member may construct an enclosed structure, within the 30' mooring area adjoining the respective owner's property line, on Channel "D"; suitable to house the ship, boat or vessel of the

member subject to approval by ACC. All structures to be constructed in Channel Area must have plans prepared by a professional engineer.

ARTICLE THREE USE RESTRICTIONS

3.01 Residence. No Lot in the subdivision shall be used for anything other than for single family residential purposes and no building shall be designed for, or erected, placed, occupied, altered, or permitted to remain on any Lot or portion thereof other than a single family residence and attached or separate garage and auxiliary structures for residential use as may be approved by the ACC. No trailer, mobile home, motor home, modular home, geodesic dome, tent, shack, lean-to or other outbuilding may be placed, moved, erected or permitted to remain on any Lot in the subdivision, temporarily or permanently, by either an owner of any Lot in this subdivision or any guest of any such owner. No structure or any part of the property shall be occupied or used as a residence, temporarily or permanently, until the exterior thereof is completely finished and all plumbing, electrical and sewage facilities have been fully installed and connected as required hereinafter.

Except for docks, covered boat facilities, garages (limited at the sole discretion of the ACC), and gazebos, no accessory building may be constructed upon any Lot unless there is also constructed a residence consistent with these covenants.

3.02 Live Aboards. In the event an owner uses a boat as the primary residence relating to a Lot, the Lot must be maintained and landscaped in a manner consistent with Lots upon which residences have been constructed, and must contain paved off street parking for at least four automobiles. No electrical generators may be used on boats used as living quarters and all such boats must have and use holding tanks or Coast Guard approved flow thru systems for waste water. All discharge into Channel D or any other channel in Bay Harbor is strictly prohibited.

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

3.04 Bulkhead, Channels and Slips. Each Lot owner is obligated to maintain and repair the bulkhead on the portion of his Lot. The owner of each Lot shall be responsible for maintaining that portion of any channel contiguous to the respective owner's Lot and any boat slip contiguous to or on the owner's Lot shall be free of all debris, trash, rubbish, garbage, or any other unsightly or unsanitary material or any hazard to navigation, provided

however, that improvement, maintenance, repair and other care for canals and channels within the subdivision shall be the responsibility of the Association. The channels in the subdivision shall not be used for dumping any foreign matter of any type and nothing shall at any time be deposited or left in any channel other than properly tended or moored boats. No owner of any Lot, or any guest of such owner, shall moor his boat in any area of any channel, except in that portion of the channel contiguous to such owner's Lot. The owners of all Lots in the subdivision shall strictly observe a five mile per hour (5 M.P.H.) speed limit in channels. No boats used for commercial purposes shall be moored in any slip or channel within the subdivision.

3.05 Beach/Wetlands. The owner of each Lot shall be responsible for maintaining that portion of his Lot free of debris, trash, rubbish, garbage or any other unsightly or unsanitary material. Activities in this area must be consistent with the harmony of adjacent property and protective of the delicate environment.

3.06 Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3.07 Prohibited Residential Uses. No structure of a temporary character and no vehicle, trailer, mobile home, basement, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Repairs of vehicles on the streets is prohibited. No disabled or inoperable vehicle may be visible from the street and may not remain disabled or inoperable for a time greater than a reasonable time for repair.

3.08 Signs. No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or lease.

3.09 Rubbish, Trash and Garbage. No Lot, channel or the water's edge of the Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. All Lots should be kept free of waste, trash and litter. Owners are required to keep and maintain the water edge along their property and boat slips free from trash and debris.

3.10 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that a reasonable number of dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose or in any offensive manner.

3.11 Trucks, Buses, Boats and Trailers. No truck, bus,

trailer, recreational vehicle, campers, or boat shall be parked in the street in front of any Lot, and no truck, automobile, bus, boat, or trailer shall be parked on the street, on the driveway or any portion of the Lot in such manner as to be offensive to the character of the Lot and subdivision as determined by the ACC. No vehicle shall be parked in street in front of any Lot for more than 24 hours in any 36 hour period.

3.12 Prohibited Activities. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

3.13 Grass and Weeds. Each owner shall keep grass, weeds and vegetation trimmed or cut so that the same shall remain in a neat, orderly and attractive condition. In the event an owner of any Lot shall fail to maintain the premises in a neat and orderly manner, the HOA shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot, all at the expense of owner or purchaser, which expense shall become a lien against the Lot and which lien may be enforced in the same manner as a mortgage lien pursuant to Property Code Section 51.002, V.A.T.S.

3.14 Receivers and Antenna. Satellite dishes visible from the street or channel are prohibited except as specifically approved by ACC. All television antennas, radio antennas, towers and flag poles shall be subject to the discretion of the ACC.

3.15 Outdoor Lighting. No night light or light for the illumination of dock or pier or boat shall be built or mounted so as to shine on or into neighboring homes or those in the opposite side of the channel.

3.16 Private Roadway. The private roadway shown on the above referenced plat is dedicated for access, egress and ingress by owners of the Lots, their guest, invitee and licensees. Ordinary maintenance and repair shall be responsibility of the Association. Specific damages to the roadway shall be the responsibility of the person causing the damage.

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

ARTICLE FOUR
CHANNEL DEDICATION

4.01 Channel D. Channel D as shown on the replat of Bay Harbor, Unit No. 4 as recorded at Vol. 55, Page 166, Map Records of Nueces County, Texas, dedicated as a private channel in order to afford each property owner facing the channel, including those outside of Bay Harbor Unit No. 4, free ingress and egress by water to and from his respective property. Those persons who use Channel D but are outside Bay Harbor Unit 4, shall be subject to the rules, regulations, and guidelines established for Owners herein and as otherwise may be established by the Association. Throughout the term of these restrictions and to the extent permitted by law, Channel D is permanently restricted to the use as private channel 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 Nos. 1, 2, 3 and 4. All such persons shall have the non-exclusive right to navigate the channel portions for the purposes 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, which may be covered; but not farther than thirty (30') feet from the bulkhead of his property and in no event to constitute an interference with the uninterrupted navigation of the deepened portions of Channel D intended for fairway use, in no event to lessen the width to less than 50 feet.

4.02 Repairs and Maintenance. Should any owner of property adjoining Channel D, not a member of the Association, fail to maintain the bulkhead along the owner's property line, or should any other person cause damage to channel D or the bulkheads and fail to repair such damage, upon approval by the Board of Directors of the Association, the privileges of such person(s) to use Channel D may be suspended for successive 60 day periods until the responsible party makes appropriate repairs and restoration. This remedy is in addition to rights under common law.

ARTICLE FIVE
EASEMENTS

5.01 Reservation and Easement. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Vol. 55, Page 166 of the Plat Records of Nueces County, Texas. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

5.02 Underground Electric System. An underground electric distribution system is installed to serve all Lots in the subdivision. The Owner of each Lot shall, at his own cost and expense, furnish, install, own and maintain (all in accordance with the requirements of local governmental authorities and the National Electric Code) an underground service cable and appurtenances from the meter installed upon the Lot by the electric company to such point as may be designated by such company on the property line of such Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner shall also install, furnish, own and maintain at his own cost and expense a meter loop (in accordance with the then current standards and specifications of the electric company) for the residence constructed on the Lot. For so long as underground service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle, alternating current.

ARTICLE SIX
GENERAL PROVISIONS

6.01 Enforcement. The Declarant, the Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Each day a violation continues shall be deemed a new violation.

6.02 Severability. Invalidation of any of the terms, provisions or covenants contained in this instrument by judgment or court order shall not in any way affect any of the terms, provisions or covenants set forth in this instrument which shall survive and remain in full force and effect.

6.03 Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, subject to amendment as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than seventy percent (70%) of the Lots; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by the owners of not less than sixty-five percent (65%) of the Lots. No amendment shall be effective until recorded in the Deed Records of Nueces County, Texas, nor until the approval of any governmental regulatory body

which is required has been obtained, if any is required.

ARTICLE SEVEN
CHANNEL OWNERS ASSOCIATION

7.01 Association. To provide for continued maintenance of roadway easement and all channels within the subdivision as they may now or hereafter exist, including the Barrow Canal within the subdivision as well as the bulkhead, and to accommodate the boats and recreational vessels of the Lot owners and to preserve the shoreline for their mutual benefit, and to provide for the common use, enjoyment and benefit of their Lots, the Declarant has caused or will cause to be created an association, hereinafter and hereinbefore called the "Association", as either a nonprofit corporation or as an unincorporated association, proposed to be called the BHC Owners Association, to which the Declarant will convey all of its interest in the land within the channels and roadway easements upon the completion of the channels. In order that said channels are properly maintained, the owners of said Lots in this subdivision whose property adjoins a channel is also to be responsible for the maintenance of the channels and the bulkheads. The following covenants are made in behalf of and are binding upon the present and future owners of Lots adjoining said channels and are made as covenants running with the land:

(a) The Association and each Lot owner adjoining a channel shall maintain the roadway easement: and the Association shall maintain all channels in navigable condition, free of safety hazards and debris to a depth of six (6) feet below mean low tide and a width of 110 feet from the bulkheads and shall maintain the bulkheads in good and satisfactory condition to stabilize the bank and shall further maintain his membership in the Association in good standing.

(b) Each executor, administrator, heir, successor, and assignee, grantee, or purchaser of property within Bay Harbor Subdivision Unit No. 4 shall be deemed part of each conveyance of property within the subdivision whether or not said conveyance specifically refers to or incorporates this agreement by reference.

(c) The Association may assess its members a one time initiation fee now established at \$100.00 per Lot, annual dues now established at \$100.00 per Lot per year, plus such other assessments as the membership may vote upon itself in accordance with the Bylaws and Resolutions. Annual dues are payable to the Association at the time of purchase. Initiation fees are not refundable or proratable, but annual dues as assessed lawfully and in accordance with its Bylaws, Resolutions and other actions. If twenty-five percent (25%) of the Lots fail to maintain membership by payment of dues or if the Association ceases to function or be bound, then each Lot is bound as a covenant running with the land and each owner does hereby bind himself to maintain the roadway easement and channels and maintain and repair the bulkheads as described by Paragraph (a) preceding.

7.02 Lien For Assessments. There is hereby granted unto the Association and its successors an express lien against each Lot into which the subject property may be subdivided as shown by the plats thereof to secure all obligations of the owner or owners of said Lots to the Association as well as all obligations at any time imposed upon the owner or owners of said Lots to the Association. If the Association should terminate its existence without the creation of a successor thereto, the lien hereby created shall be for the benefit of Declarant and enforceable by Declarant. Said lien may be foreclosed in the same manner as a vendor's lien, without prejudice to any other rights, powers or causes of action which the holder of said. This lien shall be secondary and subordinate, however, to any liens, deeds of trust and encumbrances whatsoever given to secure the purchase price of the subject property or any part thereof, and money lawfully loaned for the purpose of making repairs or constructing dwellings or any other improvements whatsoever on any portion of the subject property, or acquiring any note or other evidence of indebtedness previously made for any such purpose. If any such lender or party acquiring such indebtedness should be in doubt as to the purpose for which such loan was made, or indebtedness incurred, or as to whether the lien herein granted is subordinate to any lien or deed of trust given for the purpose of securing any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of any officer or director of the Association with respect thereto. The Association may, through its elected or designated representatives so empowered by its Bylaws, release or subordinate said lien and any other provisions of this agreement, in whole or in part, with respect to any Lot or Lots, should it deem it advisable, for any reason whatsoever, without affecting said lien insofar as it applies to any other Lot or Lots into which the subject property is subdivided.

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, the lien hereby granted upon any Lot shall not secure any sum greater than \$2,500.00 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, and attorney's fees, lawfully then or thereafter due in accordance with the Bylaws of the Association.

7.03 Not An Owner. For the purposed of this Agreement, the City of Aransas Pass, Texas, or any other political subdivisions to which a portion of or interest in subject property may be conveyed, as well as all lienholders, mortgagors, trustees under deeds of trust, and owners or holders of any rights-of-way, easements, or similar interests, shall not be deemed to be an owner of a portion of the subject property; and shall not be entitled to any rights or benefits, or burdened by any duties or obligations, under the terms of this agreement.

IN WITNESS THEREOF, the parties hereto have executed this instrument as of the 29th day of July, 1993.

DECLARANT: BAYSIDE PROPERTIES, INC. a Texas corporation
By: Jack Robinson
Jack Robinson, President

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me this 29th day of July, 1993, by Jack Robinson, the President of Bayside Properties, Inc., a Texas Corporation.

Donna Lee Salazar
Notary Public: State of Texas

AFTER RECORDING, RETURN TO:
BAYSIDE PROPERTIES, INC.
4902 NW INDUSTRIAL DRIVE
SAN ANTONIO, TEXAS 78238

Recorded
Aug 6, 1993
Doc No. 869016

**AMMENDMENT TO DECLARATION OF RESTRICTIVE
COVENANTS, CONDITIONS, DEDICATION AND
AGREEMENT ON CHANNEL OWNERSHIP AND
MAINTENANCE
BAY HARBOR UNIT 4**

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 UNIT 4, a subdivision in the City of Aransas Pass, Texas, according to plat thereof filed in Volume 55 at Page 166 of the Deed Records of Nueces County, Texas;

THAT the undersigned wish to amend Section 3.12 of Article Three of the Declaration of Protective Covenants, Conditions, Dedication and Agreement on Channel Ownership And Maintenance, affecting Bay Harbor Unit 4, pursuant to Article Six, Section 6.03 of said Declaration;

Section 3.12 of Article Three 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 4, 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 200004050569
Recorded 10/5/00*



AFFIDAVIT OF AMENDMENT TO THE
DECLARATION OF RESTRICTIVE COVENANTS,
CONDITIONS, DEDICATION AND AGREEMENT
ON CHANNEL OWNERSHIP AND MAINTENANCE OF
BAY HARBOR UNIT NO. 4

THE STATE OF TEXAS §

COUNTY OF SAN PATRICIO §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Kneale, President of Bay Harbor Channel Owners Association, Inc., f/k/a B.H.C. Owners Association, Inc., a Texas nonprofit Corporation and having been duly sworn, upon his oath stated as follows:

“My name is Michael Kneale. I am above the age of eighteen (18) years and duly authorized and qualified to make this Affidavit. I am President of Bay Harbor Channel Owners Association, Inc., a Texas nonprofit Corporation organized for the purpose of generally managing the business and affairs (as related to the Declaration of Protective Covenants) of the owners of lots located in Bay Harbor Subdivision, a recorded subdivision in the City of Aransas Pass, San Patricio County, Texas, according to the plat thereof recorded under Clerk’s file No. 869016 of the Deed Records of Nueces County, Texas as modified by Judgment dated April 11, 2003 in the 135th 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 (the “Declarations”).

“Per Article Six of the Declarations, attached hereto and incorporated herein by reference, are documents signed by not less than seventy (70%) percent of the lot owners in Bay Harbor Unit No. 4 amending the Declaration of Restrictive Covenants, Conditions, Dedication and Agreement on Channel Ownership and Maintenance, Bay Harbor Unit No. 4.”

“In summary, the Declarations for Bay Harbor Unit 4 shall be amended as follows:

A new Article 2.21 shall be added as follows:

“**2.21 Exterior Maintenance.** 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."

Signed this the 2nd day of November, 2018

Bay Harbor Channel Owners Association, Inc

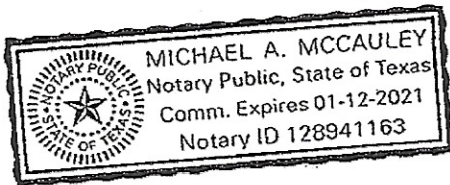
By: Michael Kneale
Michael Kneale, President

STATE OF TEXAS

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COUNTY OF NUECES

Sworn to and subscribed to before me on November 2, 2018 by Michael Kneale, President Bay Harbor Channel Owners Association, Inc., a Texas nonprofit Corporation.



Michael A. McCauley
NOTARY PUBLIC, State of Texas

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: \$90.00
682793 AFFID

AFFIDAVIT OF AMENDMENT TO THE
DECLARATION OF RESTRICTIVE COVENANTS,
CONDITIONS, DEDICATION AND AGREEMENT
ON CHANNEL OWNERSHIP AND MAINTENANCE OF
BAY HARBOR UNIT NO. 4

THE STATE OF TEXAS §

COUNTY OF SAN PATRICIO §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Kneale, President of Bay Harbor Channel Owners Association, Inc., f/k/a B.H.C. Owners Association, Inc., a Texas nonprofit Corporation and having been duly sworn, upon his oath stated as follows:

“My name is Michael Kneale. I am above the age of eighteen (18) years and duly authorized and qualified to make this Affidavit. I am President of Bay Harbor Channel Owners Association, Inc., a Texas nonprofit Corporation organized for the purpose of generally managing the business and affairs (as related to the Declaration of Protective Covenants) of the owners of lots located in Bay Harbor Subdivision, a recorded subdivision in the City of Aransas Pass, San Patricio County, Texas, according to the plat thereof recorded under Clerk’s file No. 869016 of the Deed Records of Nueces County, Texas as modified by Judgment dated April 11, 2003 in the 135th 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 (the “Declarations”).

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“In summary, the Declarations for Bay Harbor Unit 4 shall be amended as follows:

Article 7.02 - Paragraph 1 shall be restated in its entirety as currently contained in the Declarations.

Article 7.02 - Paragraph 2 shall be restated in its entirety as currently contained in the Declarations.

Article 7.02 – 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 7.02, 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."

Signed this the 2nd day of November, 2018

Bay Harbor Channel Owners Association, Inc

By: Michael Kneale
Michael Kneale, President

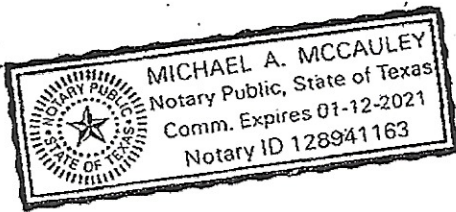
STATE OF TEXAS

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COUNTY OF NUECES

Sworn to and subscribed to before me on November 2, 2018 by Michael Kneale, President Bay Harbor Channel Owners Association, Inc., a Texas nonprofit Corporation.

Michael A. McCauley
NOTARY PUBLIC, State of Texas



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: \$82.00
682794 AFFID