



or acquiring any right, title or interest in the Subdivision, or any part thereof, and shall inure to the benefit of owner thereof.

ARTICLE I.  
Definitions

Section 1. "Association" shall mean and refer to the Bayou Bend Estates Community Association, Inc., an association whose membership is composed of all of the owners of lots within the Subdivision, and its successors and assigns, as described in Article IV of this Declaration.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those who have such interest merely as security for the performance of an obligation. For purposes of membership in the Association, each Lot shall only have one Owner, and if multiple parties own a Lot they shall designate the "Owner" for purposes hereof.

Section 3. "Property" shall mean and refer to the Property described above and in Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Subdivision Plat" shall mean and refer to the map or plat of the Property, recorded under Clerk's File No. 2020074179 of the Official Public Records of Galveston County, Texas.

Section 5. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the Subdivision Plat (with the exception of the Common Properties).

Section 6. "Common Property" shall mean and refer to those areas of land within the Property as are now shown and identified on the Subdivision Plat including all public streets, a lake, the fencing around the lake and a boat launch/ramp, together with such other property as the

Association may, at any time or from time to time, acquire by purchase or otherwise; subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of grants or dedications by Declarant or Declarant's successors in title. References herein to "the Common Properties in the Subdivision" shall mean and refer to Common Properties as defined respectively in this Declaration and all Supplemental Declarations.

Section 7. "Architectural Control Committee" (the "ACC") shall mean and refer to the Association, provided for in Article VII hereof.

Section 8. "Declarant" shall mean and refer to the undersigned Owners, its successors and assigns.

Section 9. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

ARTICLE II.  
Reservations, Exceptions and Dedications

Section 1. Existing Easements. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, all streets and easements shown thereon, and such Subdivision Plat further establishes certain dedications, limitations, reservations, certain minimum setback lines, and restrictions applicable to the Property. All (i) dedications, limitations, restrictions, minimum setback lines, and reservations shown on the Subdivision Plat and (ii) grants and dedications of easements and related rights heretofore made by Declarant and/or Declarant's predecessors in title affecting the Property and currently of record in the Official Records of Galveston County, Texas, and enforceable against the Property or are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be

executed by or on behalf of Declarant conveying any part of the Property, whether specifically referred to therein or not.

Section 2. Easements and Rights-of-Way. Declarant reserves the easements and rights-of-way as shown on the Subdivision Plat (collectively called the "Easements" and the portion of the Property designated on the Subdivision Plat for Easements being hereinafter sometimes called the "Easement Property") for any purpose the Declarant sees fit to install in, across and/or under the Easement Property including ten (10) feet on each side of the tract lines and public roadways and twenty (20) feet wide around the Subdivision outside perimeter, if such measurements are available, if not then the biggest measurement available.

Section 3. Changes and Additions. Declarant reserves the right to make changes in and additions to the Easements for the purpose of most efficiently and economically installing the improvements and utilities within the Easement Property.

Section 4. Easements and Appurtenances. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Property by contract, deed or other conveyance shall be subject to (a) the easements described in this Declaration for roadways or drainage, water, sewer, storm sewer, electric light, electric power, telegraph, cable television, telephone or other utility purposes and such conveyance shall not convey any interest in pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto, constructed by or under Declarant or any easement owner, or their agents through, along or upon the Easement Property, or any part thereof, to serve the Property, and (b) the right of Declarant, its successors and assigns, to maintain, repair, sell or lease such appurtenances (subject to the provisions of this Declaration) to any municipality, or other governmental agency or to any public service corporation or to any party (and such right is hereby expressly reserved).

Section 5. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including but not limited to, water, sewer, telephones, electricity, and appurtenances thereto, whether by Declarant, the County of Galveston or the City of Dickinson or any other governmental entity. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, across and under the Easement Property and within any other public utility easements from time to time created, and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this Section 5 of Article II, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Property until approved by Declarant. The utility companies furnishing service shall have the right to remove all trees situated within the Easements shown on the Subdivision Plat, and to trim overhanging trees and shrubs located on the portions of the Property abutting such Easements. Neither Declarant nor any utility company utilizing the Easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or other property situated on the land covered by said Easements.

Section 6. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, and other service vehicles to enter upon the Property (but not within buildings) in the performance of their duties. Further, an easement is hereby granted to the Association, its officers,

agents, employees and management personnel to enter the Property (but not within buildings) to render any service.

Section 7. Water. All water master meters, if any, shall be in the name of the Association for any Common Property and billed to the Association, which shall pay such bill out of the Assessments collected by the Association each year from the Owners or Members, if any. All individual water meters for a particular Lot shall be billed in the name of each Owner of that particular lot and shall not be assessed against the Association.

Section 8. Surface Areas. The surface of Easement Property for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any portion of the Easement Property shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such Easement Property.

Section 9. Inspection. There is hereby created an easement upon, across, over and under all of the Lots for ingress and egress in connection (except for the interior of a residential unit or other building(s)) for inspection of the Lots in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible; for inspection, maintenance, repair and replacement of the Common Property for which the Association is responsible, if any, and accessible from such Lots; and to enable the Association, the Board, the ACC or any other committee(s) appointed by the Board to exercise and discharge their respective rights, powers and duties under the Declarations and Bylaws of the Association.

Section 10. Views. Although certain Lots in the subdivision at any point in time may have views, no express or implied rights or easements exist for views or for the passage of light and air to any Lot. Neither Declarant nor the Association makes any representation or warranty whatsoever express or implied, concerning the view which any Lot will have whether as of the date this Declaration is recorded or thereafter. Any view which exists at any point in time for a Lot may be impaired or obstructed by further construction within or outside the Common Property or Subdivision, including by construction of Common Property, construction by other Lot Owners and by the natural growth of landscaping.

### ARTICLE III.

#### Property Subject to this Declaration

Section 1. Description. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration consists of all of the Property, according to the Subdivision Plat (or any subsequently recorded plat thereof), which real property is sometimes hereinafter referred to as the "Existing Property" and as further described on Exhibit "A" attached hereto and incorporated herein for all purposes.

Section 2. Mineral Exception. There is hereby excepted from the Property, and Declarant will hereafter except from all its sales and conveyances of the Property, or any part thereof, including the Lots and Common Properties, all oil, gas, and other minerals in, on, and under the Properties; but each such reservation shall be subject to the provision and requirements of Article XIII of this Declaration.

Section 3. Additions to Existing Property. Intentionally Deleted.

### ARTICLE IV.

## The Association

Section 1. Organization. The Association was formed as a non-profit corporation under the laws of the State of Texas on November 5, 2020.

Section 2. Purpose. The purpose of the Association in general is to provide for and promote the health, safety, and welfare of the members ("Members" or "Owners"), to collect the annual maintenance charges and to administer the Maintenance Fund (as defined herein), to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Property and such other purposes as are stated in the Certificate of Formation and By-Laws consistent with the provisions of this Declaration and all amendments thereto.

Section 3. Directors. The Association shall act through a three (3) member Board of Directors, or no more than five (5) member Board of Directors (pursuant to the Bylaws) which shall manage the affairs of the Association. The initial Directors of the Association were selected by Declarant on November 5, 2020. Each initial Director shall serve until his successor is duly elected and qualified. An initial election to appoint new Directors by the Declarants herein is anticipated to be April 1, 2022. Upon the expiration of the term of the initial Directors, the Members shall elect a Board of Directors as provided for in the By-Laws. Any vacancy, from whatever cause, occurring in the Board of Directors shall be filled by appointment made by the remaining Director or Directors. The person appointed by the remaining Director or Directors to fill such vacancy shall serve for the remainder of the vacant term and until his successor is duly elected and qualified. The Directors shall have the power to select one or more advisory directors from the residents of the Subdivision to serve for such periods of time as the Board of Directors shall deem appropriate, for the purpose of providing advice and counsel to the Board of Directors, provided that such advisory directors shall have no right to act on behalf of the Association.

Section 4. Members. Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming such Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease, but there shall only be one (1) vote per Lot. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

#### ARTICLE V.

#### Property Rights in the Common Properties and Common Facilities

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article V, every Member shall have a common right and easement of enjoyment in and to the Common Property, and such right and easement shall be appurtenant to and shall pass with the title to each Lot.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in its discretion, to make, publish, and enforce reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provisions to govern and control the use of such Common Property by guests or invitees of the Members, including, without limitation, the number of guests or invitees who may use such Common Property or any part thereof at the same time; and

(b) The right of the Association to grant or dedicate easements in, on, under or above such Common Property or any part thereof to any public or governmental agency or authority or to any utility facility or equipment situated in any part of such Common Property and owned by the Association to any public or political authority or agency or to any utility company rendering or to render service to the Subdivision or any part thereof; and

(c) The right of the Association to enter management and/or operating contracts or agreements relative to the maintenance and operation of such Common Property in such instances and on such terms as its Board of Directors may deem appropriate; and

(d) The rights and easements existing, herein created or hereafter created in favor of others, as provided for in Article II and Article VI hereof, in this Declaration and in all amendments thereto; and

(e) The restrictions as to use of the Common Property provided for in Article IX hereof.

Section 3. Delegation of Use. Any member may delegate his right of use and enjoyment of the Common Property in the Subdivision, together with all easement rights granted to Members in this Declaration and all amendments thereto, to the members of his family, his tenants, guests (subject to Section 2 (a) above), or contract purchasers who reside on his Lot. The term "Member" is further defined to include and refer to the executors, personal representatives and administrators of any Member, and all other persons, firms or corporations acquiring or succeeding to the title of the Member by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law, or in any other legal manner.

ARTICLE VI.  
Annual Assessments

Section 1. The Maintenance Fund. All funds collected by the Association from the regular maintenance charges provided for in this Article VI, together with all funds collected by the Association from the regular annual maintenance charges imposed on the Lots in the Subdivision by this Declaration and all amendments thereto, shall constitute and be known as the "Maintenance Fund". The Maintenance Fund shall be held, used, and expended by the Association for the common benefit of all Members for the following purposes, to-wit: to promote the health, safety recreation, and welfare of the Members, including, without limitation, the installation, construction, erection, maintenance and relocation of improvements related to the enhancement and beautification of the Common Property, the street, the gate and any other areas provided by this Declaration or any amendment thereto to be developed or maintained by the Association, such as shrubbery, trees, walkways and street lights, and the construction, repair, maintenance and replacement of properties, services, improvements and facilities devoted to such purposes and related to the use and enjoyment of the Subdivision by the Members.

The Association may, in its sole discretion, give one or more of the purposes set forth in this Section 1 of Article VI preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Association in good faith shall be binding and conclusive on all Members.

Further, Declarant shall be entitled to be reimbursed from the Maintenance Fund for all ad valorem taxes and other assessments in the nature of property taxes fairly allocable to the Common Property and accrued subsequent to the recordation of this Declaration.

Section 2. Covenant for Assessments. Each and every Lot is hereby severally subject to **Five Hundred and No/100 Dollars (\$500.00)** per annum, per Lot (herein sometimes referred to

as the “full maintenance charge”) which shall run with the land, subject to increase and decrease and payable as provided in Section 5 below.

Each Owner of a Lot, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his Lot and/or assessed against him by virtue of his ownership, thereof, as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon, as hereinafter more particularly stated. Each assessment, together with interest, costs, and reasonable attorneys’ fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such assessment accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying any such charge or assessment by waiver of the use or enjoyment of the Common Properties, or any part thereof, or by abandonment of his Lot or his interest therein. The Declarant will not be assessed any Maintenance Charge upon those lots which are owned by Declarant.

Section 3. The Annual Maintenance Charge. The annual assessments provided for herein shall commence on July 1, 2020. The assessments for each calendar year subsequent shall be due and payable to the Association in advance on July 1 of each year or as otherwise designated by the Board of Directors of the Association. Provided, however, that, upon the purchase of his Lot (as evidenced by the date of his contract of sale or deed, or his occupancy, whichever is earlier), each Member shall be obligated to pay to the Association a pro rata part of the applicable

percentage (as determined pursuant to the terms hereof) of the regular annual maintenance charge assessed on such Lot, which shall bear the same ratio to the applicable percentage of the full annual maintenance charge as the number of full calendar months remaining in the year of purchase bears to twelve (12), and which shall be payable in full upon such purchase.

The Board of Directors may decrease or increase the amount of the regular annual maintenance charge or assessment provided for herein at any time and from time to time by the adoption of a resolution for such purpose, but no resolution increasing or decreasing the annual maintenance charge assessment shall become effective prior to the expiration of ninety (90) days from the date of its adoption, and the Owner of each Lot shall, within thirty (30) days from such effective date, pay to the Association or be credited by the Association for the proportionate part of such increase or decrease for the balance of the year in which such resolution is adopted; provided, however, that no resolution of the Board of Directors which fixes the amount of the regular annual maintenance charge or assessment at less than 90% of the amount assessed in the preceding calendar year, or in excess of one hundred ten (110%) per cent of the amount assessed in the preceding calendar year, shall become effective unless and until such resolution is ratified by the written assent of the Members of the Association who in the aggregate then own at least sixty-seven (67%) per cent of the votes of the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership of the Association called for this purpose and at which a quorum is present. The written assent or the vote of the Member must be given prior to the effective date of the resolution of the Board of Directors. No increase or decrease in the annual maintenance charge or assessment shall take effect retroactively.

If any resolution of the Board of Directors which requires ratification by the assent of the Members of the Association as above provided shall fail to receive such assent, then the amount

of the regular annual maintenance charge or assessment last in effect shall continue in effect until duly changed in accordance with the above provisions.

Section 4. Quorum for any Action Authorized Under Section 3. The Quorum required for any action authorized by Section 3 of this Article VI hereof shall be as follows:

At the first meeting called, as provided in Section 5 of this Article VI hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty-seven (67%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called and the required quorum at any such subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

Section 5. Special Assessment for Capital Investments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty-seven (67%) percent of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Duties of the Board of Directors. The Board of Directors shall fix the date of commencement and the amount of the assessment against each Lot or Owner for each assessment period at least thirty (30) days in advance for such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association (or its agent) shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such

certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

The Board may, from time to time, adopt, amend and repeal rules and regulations pertaining to: (i) the management, operation, access and use of the Common Property, including any recreational facilities situated upon the Common Property; (ii) minimum standards for the maintenance of Lots; (iii) the health, safety or welfare of the Owners, (iv) restrictions on the use of Lots; and (v) the imposition of reasonable fines or penalties, provided such rules and regulations are not inconsistent with the provisions of this Declaration or the laws of the State of Texas.

Section 7. Liens to Secure Assessments. The regular annual maintenance charges, fees, penalties or assessments, as hereinabove provided for, shall constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association and all Members. The lien hereby created shall be subordinate and inferior to:

(a) All liens for taxes or special assessments levied by the city, county, and state governments, or any political subdivision or special district thereof; and

(b) All liens securing amounts due or to become due under any term contract of sale, or any mortgage, vendor's lien, or deed of trust filed for record, prior to the date payment of any such charges or assessments become due and payable; and

(c) All liens, including, but not limited to, vendor's liens, deeds of trust, and other security instruments which secure any loan made by any lender to an Owner for any part of the purchase price of any Lot and the improvements thereon, if improved, when the same is

purchased, or for any part of the cost of construction, repairing, adding to, or remodeling the residence and appurtenances situated on any Lot.

Any foreclosures of any such superior lien under the power of sale of any mortgage, deed of trust, or other security instrument, or through court proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing maintenance charges or assessments which become due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges or assessments which become due prior to such foreclosure, be extinguished by any foreclosure.

Section 8. Effect of Non-Payment of Assessment. If any such annual charge or assessment is not paid within thirty (30) days from the date thereof, the same shall bear interest from the due date until paid at the highest interest rate allowed under the laws of the State of Texas, and, if placed in the hands of an attorney for collection or if suit is brought thereon or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than ten (10%) per cent of the amount owing, as attorney's fees. The Association, as a common expense of all Members, may institute and maintain an action at law or in equity against any defaulting Member to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

Section 9. Collection and Enforcement. Each Member, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers

and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

ARTICLE VII.  
Architectural Control Committee

Section 1. Approval of Plans. No building, structure, fence, wall, or other improvements shall be commenced, erected, constructed, placed or maintained upon a Lot, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefore shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Lot, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the Lot lines), by the Architectural Control Committee ("ACC"). The ACC may reasonably require structural, mechanical, electrical, and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvements or alterations thereto. Without limitation of the powers herein granted, the ACC shall have the right to specify requirements for each Lot as follows: minimum setbacks; the location, height, and extent of fences, walls, or other screening devices; color schemes; and the orientation of structures with respect to garage access and major entry and frontage. The ACC also shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole discretion of the ACC, with the design or overall character and aesthetics of the Property. The ACC may require a reasonable fee as determined by the Board of the Association, for performing

the functions herein prescribed and may disapprove plans, specifications, designs and plot plans for failure to pay such fee. Such fees shall be used by the ACC to discharge actual expenses incurred by the ACC and any excess may be paid into the Maintenance Fund established herein.

Section 2. Failure to Approve Plans. In the event that the ACC fails to approve or disapprove an application for approval within sixty (60) days after the application is submitted, any fee payable pursuant to Subsection 1 above having been remitted, and all supporting information, plans and specifications requested by the ACC have been submitted to the ACC, the application shall be deemed to have been disapproved. The approval by the ACC of any construction, installation, addition, alteration, repair, change or other work pursuant to this Section shall not be deemed a waiver of the ACC's right to withhold approval of any similar construction, installation, addition, alteration, repair, change or other work subsequently submitted for approval.

Section 3. Committee Membership. The ACC shall be initially composed of three (3) individuals who need not be members of the Association and who, by majority vote, may designate a representative to act for them. The ACC shall be appointed by the Declarant.

Section 4. Replacement. In the event of death or resignation of any member of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

Section 5. Minimum Construction Standards. In addition to the provisions of Article VI of this Declaration, the ACC may from time to time promulgate an outline of minimum acceptable

construction standards, provided, however, that such outline will serve as a minimum guideline and the ACC shall not be bound thereby.

Section 6. Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the ACC, by vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under jurisdiction of such committee pursuant to this Article VII, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property.

Section 7. Legal Compliance. The approval required of the ACC shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation. The approval by the ACC of any construction, installation, addition, alteration, repair, change or other work shall not be deemed a warranty or representation by the ACC as to the quality of such construction, installation, addition, alteration, repair, change or other work or that such construction, installation, addition, alteration, repair, change or other work conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation.

#### ARTICLE VIII. Other Easements

Section 1. The rights and duties of the Owners of Lots within the Property with respect to sanitary sewer and water, electricity, telephone and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections and/or water house connections or electricity, or telephone and cable television lines or drainage facilities are installed within the

Property, which connection lines or facilities or any portion thereof, lie in or upon Lots owned by the Association or any entity other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace, inspect, access and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer house connections and/or water house connections or electricity, telephone or cable television lines or drainage facilities are installed within the Property, which connections serve more than one (1) Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections which service his Lot.

(c) The Declarant and the Association shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lot to install, inspect, remove, replace, and access service connections related to water billing and collections.

Section 2. Easements over the Lots and Common Property for the installation and maintenance of electric, telephone, cable television, water, and sanitary sewer lines and drainage facilities within the Easement Property are hereby reserved by Declarant, together with the right to grant and transfer same.

Section 3. Public Streets. All Lots within the Subdivision shall abut and have access to a public street maintained by the appropriate governmental entity.

ARTICLE IX.  
Utility Bills, Taxes and Insurance

Section 1. Obligations of the Owners.

(a) Each Owner shall have his separate electric and gas meter and shall directly pay at his own cost and expense for all electricity and gas sanitary sewer service, telephone service, cable television and other utilities used or consumed by him on his Lot. Water meters shall be governed by the provisions previously set out above.

(b) Each Owner shall directly render for taxation his own Lot and improvements thereon, and shall at his own expense and cost directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.

(c) Each Owner shall be responsible at his own cost and expense for his own property insurance on the building and contents of his own residence, and his additions and improvements thereto, including decorations, furnishings and personal property therein; and also for his personal liability not covered by liability insurance for all Owners which may be obtained by the Association as part of the common expense in connection with the Common Property.

Section 2. Obligation of the Association.

(a) The Association shall pay as a common expense of all Owners, for all water, electricity and other utilities used in connection with the enjoyment and operation of the Common Property or any part thereof.

(b) The Association shall render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Property and the improvements and the property appertaining thereto.

(c) The Association shall have authority to obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and

facilities in the Common Property and the contents thereof and the Association against the risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees and each Owner (if coverage for Owners is available) from and against liability in connection with the Common Property.

(d) All costs, charges and premiums for all utility bills, taxes, and any insurance to be paid by the Association as hereinabove provided shall be paid out of the Maintenance Fund as a common expense of all Owners and shall be a part of the maintenance assessments.

ARTICLE X.  
Maintenance and Repairs

Section 1. Maintenance Standard. "Maintenance Standards" means the standard of maintenance of improvements established from time to time by the Board and/or the ACC, or in the absence of any such standards, the standard of maintenance of improvements generally prevailing throughout the subdivision.

Section 2. By the Owners. It shall be the duty, responsibility and the obligation of each Owner at his own cost and expense to care for, maintain and repair the exterior and interior of his residence house and improvements on his Lot and the fixtures, appliances, equipment and other appurtenances thereto and also including the private driveway appurtenant to his residence house and situated on his Lot and at all times comply with the Maintenance Standards.

Section 3. By the Association. The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the Common Property and all parts thereof,

including, but not limited to, the lake, fencing around the lake, boat launch, entrance structure, and any facilities owned by the Association, except that it shall be the obligation of each Owner, and not the obligation of the Association, to pay for the cost of repair and maintenance of private driveways, sidewalks, and fence or fences which are located upon his Lot.

ARTICLE XI.  
Restrictions of Use

Section 1. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any single Lot, other than one detached single-family residential dwelling. No such residence shall be constructed on less than the equivalent of one (1) full Lot as defined on the Subdivision Plat. No such residence shall operate (including out of any garage or unused open space on its Lot) or have on its Lot an automotive repair shop, body shop or boat repair shop.

Section 2. Commercial Use. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes.

Section 3. Minimum Square Footage, Composition and Driveway. No more than one (1) dwelling shall be built on anyone (1) Lot with a minimum square footage of 2,000 sf. as measured under the roof. Each Lot must be served by a private concrete driveway in accordance with any applicable code. Additionally, 51% of each such traditional home residence must be comprised of brick with all other siding being comprised of hardy plank or other cementitious material of like kind. If a residence is to be built in a modern farmhouse design they may be of horizontal and/or vertical hardy plank siding with brick accents.

Section 4. Location of Improvements Upon the Lot. No building shall be located on any Lot nearer to the property lines than the minimum building setback lines shown on the

Subdivision Plat unless a variance is granted by the ACC. No modification of the existing topography of a Lot (whether by fill, placement of improvements, grading, beams or other method or means) shall be permitted that would result in the ponding or accumulation of surface water along any street or upon or across any adjoining Lot(s).

Section 5. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of any Lot except one sign for each building site, of not more than five hundred seventy-six (576) square inches only to be used for the purpose of advertising the property for sale. The Association shall have the right to remove any such sign, advertisement, billboard, or structure which is placed on said Lots in violation of this Section 5 of Article XI and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 6. Prohibition of Offensive Activities. No noxious or offensive trade or activity shall be conducted, whether for profit or not, on any Lot. No Owner shall use or discharge or permit the use or discharge, on or from its Lots or elsewhere in the Subdivision, any pistol, rifle (including a pellet gun, air rifle or pistol), shotgun or any other firearm, or any bow or arrow, or any other device capable of killing or injuring or causing property damage. No activity which may become an annoyance or nuisance to the other Owners, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance, or which will degrade property values, or distract from the aesthetic beauty of the Subdivision, shall be conducted. No business of any nature shall be conducted on any Lot including short term (less than 30 days) rental. There shall be no automotive repair shops, body shops or boat repair shops.

Section 7. Temporary Structures. No structures of a temporary character, trailer, tent, shower, garage, barn, construction trailer, or other outbuilding shall be constructed, erected, altered, placed or permitted to remain on any Lot at any time as a residence or other use, either temporarily or permanently except such buildings or structures as may be hereafter permitted. No mobile, modular, pre-manufactured and /or industrial built homes shall be used as a dwelling, nor stored on any Lot.

Section 8. Animal Husbandry. Dogs, cats, or usual and ordinary household pets (excluding horses or livestock) may be kept in any dwelling unit upon a Lot (not to exceed a total of four (4) pets, provided they are not kept, bred, or maintained for any commercial purpose). Notwithstanding the foregoing, no animals or fowl may be kept on any Lot which results in any annoyance or are obnoxious to residents of the Subdivision.

Section 9. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. No mobile home, trailer, camper, boat, truck larger than a three-quarter (3/4) ton pickup, or similar equipment shall be parked or stored permanently or semi-permanently on any street right-of-way or on driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view or kept within a garage. The Board of Directors of the Association may adopt rules for the regulation of the admission and parking of vehicles within the Common Property, including the assessment of charges to Owners who violate, or whose invitees violate, such rules. Under no circumstances may repairs to any vehicles or equipment be made on the Property except when screened from public view within a garage. Inoperable vehicles or inoperative equipment, including but not limited to motorcycles, all-terrain vehicles, go-carts, and boats shall not be permitted to remain on any Lot for longer than thirty (30) days after becoming inoperative.

Section 10. Walls, Fences and Hedges. All fences constructed in the Subdivision shall be constructed with new materials of wood plank or metal/wrought iron and shall be installed in a workman-like manner and shall not detract from the appearance of the Subdivision. All fences shall be, at a minimum, forty-two (42) inches high, with the intent being to have fences at the same height for uniformity throughout the subdivision, provided, however, that wrought iron fences may have different heights than wood fences so as not to obstruct water views. The design, color and location of all fences must be pre-approved by the ACC. Chain-link fences shall be strictly prohibited. All bayou and lake front homes shall be required to have metal/wrought iron fences.

Section 11. Visual Screening on Lots. The drying of clothes in public view is prohibited. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, as to conceal them from view from neighboring Lots.

Section 12. Lot Maintenance. All Lots shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or occupants of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. The Association shall be responsible for mowing all common property. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing for ten (10) days after the mailing of written notice thereof to the Owner at the address for the Owner shown on the Association's records, the Association, or its assignee, may without liability to the Owner or

occupant, in trespass or otherwise, enter upon said Lot, cut, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant, as the case may be, for said services, and the Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the Owner, a lien is herein and hereby retained against the Property in favor of the Association. Such lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

Section 13. Antennas. No electronic antenna, satellite dish or signal reception device of any type, other than a standard TV satellite dish shall be erected, constructed, placed or permitted to remain on any Lots, houses or buildings constructed in this Subdivision, without the prior approval of the ACC, which approval shall not be unreasonably withheld if the size, location or screening of same makes such device aesthetically acceptable to the ACC. This provision shall be inapplicable at any time during which there is no Architectural Control Committee or the Board of Directors is not exercising architectural control in accordance with Section 5 of Article VII.

Section 14. Removal of Dirt and Trees. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees.

Section 15. Roofing Material. The roof of any building, if composition roofing material is used, shall be constructed or covered with laminated, 240 lbs. or better, shingles. The roof of any building to be constructed or covered by tile must be a clay tile or concrete tile construction with a matte finish. The roof of any building to be constructed or covered by metal shall be of

stainless steel or copper only. Notwithstanding anything to the contrary contained herein, any other type roofing material shall be permitted only at the sole discretion of the ACC upon written request. Notwithstanding anything to the contrary, the type and color of any roofing material or siding and screening of exterior air conditioning compressor units must be pre-approved by the ACC.

Section 16. Roof Projections. No projections of any type shall be placed or permitted to remain above the roof of any building with the exception of chimneys, vent stacks, other ventilation, solar panels, sky lights and ridge venting. The ACC may, in its sole discretion, permit construction of rooftop sundecks.

Section 17. Window Coolers. No window or wall type air conditioners or water coolers which are visible to the public from any street shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of a Lot. All exterior air conditioning compressor units must be screened from public view.

Section 18. Swimming Pools. Any swimming pools must be constructed by a licensed, bonded company in the business of regularly construction pools. All pools must be in-ground pools.

Section 19. Landscaping and Landscape Maintenance. Each Owner may choose the extent to which to landscape his Lot. All landscaping of every kind and character including shrubs, trees, grass and other plantings, shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof in a neat and orderly condition and in a manner to enhance its appearance.

Section 20. Mailboxes, house numbers, trash collection boxes, and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community

and the decision of the ACC that any such matter is not harmonious shall be final. Mailboxes will be community mailboxes. In the event, and only in the event, that there are not community mailboxes, then each Lot shall have one mailbox located at the end of its driveway nearest the street and the design, type, color and location of all mailboxes must be pre-approved by the ACC.

Section 21. Right of Inspection. During reasonable hours and after reasonable notice, the Association shall have the right to enter upon and inspect the Property or any portion thereof and the exterior portions of improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reasons thereof.

Section 22. Subdivision. No Lot shall be subdivided nor joined/merged with another Lot.

## ARTICLE XII. General Provisions

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens or 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 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. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) percent of the Owners. Any amendment must be recorded to be effective.

Section 4. Counterparts. This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one Agreement.

Section 5. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any member or members will not become burdensome to nor constitute harassment of the Association. The Declaration, the Certificate of Formation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

Section 6. Annexation. Additional property may be annexed to the Property with the consent of seventy-five (75%) of the Owners, provided that such additional properties shall be subject to the provisions hereof and a maintenance assessment as provided herein.


Section 7. Conflict. In the event of a conflict between the Bylaws and this Agreement, the provisions of this Agreement shall control.

### ARTICLE XIII. Reservation of Minerals

Declarant hereby waives the right to use the surface of the Property, or any part thereof, for development of oil, gas and other minerals. Such exceptions and such retained rights and reservations shall inure to the benefit of Declarant and their heirs, executors, administrators,

successors, and assigns and this waiver of surface rights by Declarant shall be effective even if Declarant fails to so state in any instrument or deed conveying an interest in the Property.

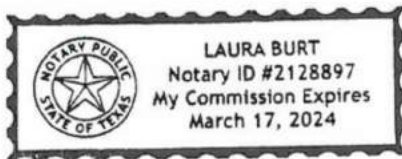
EXECUTED this 29<sup>th</sup> day of November, 2020.

  
DECLARANT: JOSHUA KARAM, AS  
VICE PRESIDENT OF BAYOU BEND  
ESTATES COMMUNITY  
ASSOCIATION, INC.


THE STATE OF TEXAS       §  
  §  
COUNTY OF Galveston   §

Before me, the undersigned authority, on this day personally appeared JOSHUA KARAM, Vice President of BAYOU BEND ESTATES COMMUNITY ASSOCIATION, INC., known to me as 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, and in the capacity therein indicated.

Given under my hand and seal of office on this 23<sup>rd</sup> day of November, 2020.



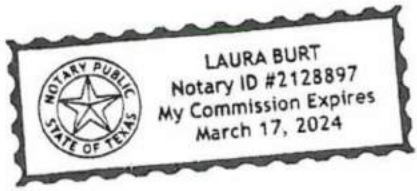
  
Notary Public, State of Texas

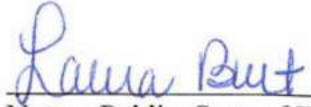
  
DECLARANT: JEROME KARAM, AS  
PRESIDENT OF BAYOU BEND  
ESTATES COMMUNITY  
ASSOCIATION, INC.

THE STATE OF TEXAS       §  
  §  
COUNTY OF Galveston   §

Before me, the undersigned authority, on this day personally appeared JEROME KARAM, President of BAYOU BEND ESTATES COMMUNITY ASSOCIATION, INC., known to me as 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, and in the capacity therein indicated.

Given under my hand and seal of office on this 23<sup>rd</sup> day of November, 2020.



  
Notary Public, State of Texas

Leslie Karam  
DECLARANT: LESLIE KARAM, AS  
SECRETARY OF BAYOU BEND  
ESTATES COMMUNITY  
ASSOCIATION, INC.

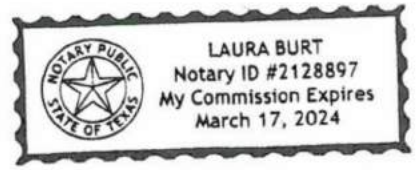
THE STATE OF TEXAS      §  
   §  
COUNTY OF Galveston      §

Before me, the undersigned authority, on this day personally appeared LESLIE KARAM, Secretary of BAYOU BEND ESTATES COMMUNITY ASSOCIATION, INC., known to me as 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, and in the capacity therein indicated.

Given under my hand and seal of office on this 23<sup>rd</sup> day of November, 2020.

Laura Burt  
Notary Public, State of Texas

After Recording  
Please Return To:  
  
Murray | Lobb, PLLC  
700 Gemini, Suite 115  
Houston, Texas 77058



**EXHIBIT "A"**

ALL OF BAYOU BEND ESTATES AS RECORDED ON BAYOU BEND ESTATES REPLAT,  
GALVESTON COUNTY, TEXAS, AS RECORDED UNDER CLERK'S FILE NO.  
2020074179 OF THE GALVESTON COUNTY MAP RECORDS.

## FILED AND RECORDED

Instrument Number: 2020078588

Recording Fee: 158.00

Number Of Pages:35

Filing and Recording Date: 12/04/2020 1:27PM

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

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