

**Articles of Incorporation  
Of  
Nantucket Landing  
Association, Inc.**

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**We, the undersigned, natural persons of the age of eighteen (18) years or more, all of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:**

**Article One**

**The name of the corporation is Nantucket Landing Association, Inc. (hereinafter referred to as the "Corporation"). *As amended Feb 1 2005.***

**Article Two**

**The Corporation is a non-profit corporation.**

**Article Three**

**The period of duration of the Corporation is perpetual.**

**Article Four**

**The post office address of the initial registered office of the corporation is Suite 400, 6000 West loop South, Bellaire, Texas, 77401 and the name of the initial registered agent at such address is RicTexas Chard**

**L. Rose.**

**Article Five**

**The corporation does not contemplate pecuniary gain or profit or**

**reward to the members, and the sole purposes for which it is formed are to provide for the protection, maintenance, preservation and architectural control of the approximately 3.485 acre tract of land which has been subdivided into a planned development known as “Nantucket Landing” located in League City Texas and to promote the health, safety and welfare of the residents within such property, and, for these purposes, to:**

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligation of the Corporation as set forth in that certain Declaration of Covenants, Conditions and Restrictions executed or to be executed by North American Funding Corp., a Texas corporation (hereinafter called the “Declaration”), applicable to the property above described and recorded or to be recorded in the office of the County Clerk of Galveston County, Texas, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as in set forth in length.**
- (b) Fix, levy, collect and enforce payment of, by any lawful means, all Charges and assessments pursuant to the terms of the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes and governmental charges levied or imposed against the property of the Corporation.**
- (c) Acquire (by gift, purchase or otherwise), own, improve, build upon Operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;**
- (d) With the written consent of not less than seventy-five percent (75%) of the Owners, borrow money for the improvement, repair and maintenance of the Corporation’s property, which shall mean all properties, real or personal, owned by the Association for the common use and enjoyment of the Members of the Association, and all**

**improvements and structures, or any part thereof, for which the Association has the obligation or responsibility for maintaining, including but not limited to exterior walls, foundations, and roofs. As amended Feb 1, 2005.**

- (e) Upon approval by two-thirds (2/3s) of each class of members in the Corporation, dedicate or transfer all or any part of the Corporation's property to any public agency or any authority for such Purposes and subject to such conditions as may be approved by such Two-thirds (2/3s) of each class of members.**
- (e) Participate in mergers and consolidation with other non-profit Corporations organized for the same purpose or annex additional property: and**
- (f) Have and exercise any and all powers, rights and privileges of a Corporation organized under the Texas Non-Profit Corporation Act may now or hereinafter have or exercise.**

#### **Article Six**

**Every person or entity who is a record owner of a fee or undivided fee interest in any Lot (as defined in the Declaration), including contract sellers, shall be a member of the Association and be accorded all rights provided. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of debt, lien, or other secondary interest, a mineral interest, or a royalty interest. Membership shall be appurtenant to and may not be separated from ownership of any Lot.**

#### **Article Seven**

**The Corporation shall initially have two classes of voting membership:**

**CLASS A: Class A members shall be the owners, with the exception of the Declarant (as defined in the Declaration), and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all of such persons shall be members. The vote for such Lot shall be exercised as they, among themselves determine, or in the absence of such**



**determination, by a majority of such persons or entities, but in no event shall more than one vote be cast with respect to any Lot.**

**CLASS B: The Class B member shall be the Declarant and its successors, and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the ealier of the following events:**

- (a) When the total votes in the Class A membership equals or exceeds the total votes in the Class B membership, or**
- (b) Two years from the date the Declaration is filed the the Deed Records of Galveston County, Texas.**

#### **Article Eight**

**The affairs of the Corporation shall be managed by a Board of Directors, who need not be members of the Corporation. The initial number of Directors shall be three (3) although the number of Directors may be changed by amendment of the By-Laws of the Corporation. The name and addresses of the persons who are to act in the capacity of Directors until the first annula meeting or until the election of successors are:**

- (1) Charles G. Oewel  
5065 Westheimer, Suite 800  
Houston, Texas, 77058**
- (2) Richard L Rose  
6800 West Loop South Suite 400  
Bellaire, Texas 77401**
- (3) Henry N Henley  
1500 Northwest Freeway, Suite 307  
Houston, Texas 77040**

**At the first annual meeting the members shall elect two (2) Directors for a term of one year and one (1) Director for a term of two (2) years; and at each annual meeting thereafter the members shall elect the number of Directors equal to the number of Directors whose terms expire at such times for a term of two (2) years.**

## **Article Nine**

**The Corporation may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3's) of each class of members. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any no-profit corporation, association, trust or other organization to be devoted to such similar purposes**

## **Article Ten**

**Amendments of these Articles shall require the assent of the Owners of seventy-five percent (75%) of the Lots.**

## **Article Eleven**

**The name and address of each incorporator is:**

- (1) Charles G. Oewel  
5065 Westheimer, Suite 800  
Houston, Texas 77056**
- (2) John G. Cannon  
6800 West Loop South, Suite 400  
Bellaire, Texas 77401**
- (2) Richard L. Rose  
6800 West Loop South, Suite 400  
Bellaire, Texas 77401**

**By-Laws of  
Nantucket Landing Association, Inc.**

**By-Laws of  
Nantucket Landing Association, Inc.**

**Article I  
Name and Location**

**The name of the corporation is Nantucket Landing Association, Inc. (hereinafter referred to as the “Association”). The principal office of the corporation shall be located at 870 Davis Rd. League City, TX. 77573, or such other place as the Board of Directors shall establish from time to time. Meetings of the members may be held at such places within the State of Texas, County of Galveston, as may be designated by the Board of Directors.**

**Article II  
Definitions**

**Section 1. “Association” shall mean and refer to Nantucket Landing Association, Inc., a Texas non-profit corporation, its successors and assigns.**

**Section 2. “Common Area” shall mean and refer to all properties, real or personal, owned or personal, owned by the Association for the common use and enjoyment of the members of the Association, and all improvements or structures, or part thereof, for which the Association has the obligation or responsibility for maintaining, including but not limited to exterior walls, foundations, and roofs. *As amended Feb 1, 2005.***

**Section 3. “Declarant” shall mean and refer to North American Funding Corp, a Texas corporation.**

**Section 4. “Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the**

**properties , and recorded or to be recorded in the office of the County Clerk of Galveston County, Texas, and as the same may be amended from time to time as therein provided.**

**Section 5. “Lot” shall mean and refer to any parcel of land on which there will be built a Townhome (as defined in the Declaration) and which will be conveyed to an Owner for use as a residence.**

**Section 6. “Member” shall mean and refer to every person or entity which holds a membership in the Association.**

**Section 7 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers and any person or entity holding legal title as Trustee, but excluding those having an interest in any Lot merely as security for the performance of an obligation.**

**Section 8. “Properties” shall Mean and refer to that certain real property described in exhibit “A” hereto which has been subdivided into a planned development known as :Nantucket Landing” and such additions thereto as my hereafter be brought within the jurisdiction of the Association.**

### **Article III Meetings of Members**

**Section 1. Annual Meetings. The annual meeting of the members shall be held on February 1 of each year following recordation of the Declaration at 8:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day \following which is not a holiday.**

**Section 2 Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of**

**Directors, or upon written request of the members who are entitled to vote one fourth (1/4) of all the votes of the Class A membership.**

**Section 3. Notice of Meetings. Notice of each meeting of the membership shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by electronic notice (email or otherwise), by hand delivery, or by mailing a copy of such notice, postage prepaid, at least 10 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. Notwithstanding the foregoing to the contrary, no notice shall be required for regular meetings of the annual meeting. Notice of any meeting may be waived in writing, signed by members, individually or collectively. *As amended Feb 1, 2005.***

**Section 4. Quorum The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum as aforesaid shall be present or be represented.**

**Section 5. Proxies At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.**

## **Article IV**

### **Board of Directors**

**Section 1. Number.** The affairs of the Association shall be managed by a board of either three (3), or five (5) directors, who need not be members of the Association. Prior to each annual meeting the Board of Directors shall determine if sufficient candidates are available to maintain a five (5) member board. If there are not, the board size shall be reduced to a three (3) member board. The number of directors may be changed by amendment of these By-Laws. *As amended Feb1, 2005.*

**Section 2. Term of Office.** At the first annual meeting the members shall elect two directors for a term of one year and one director for a term of two years; and at each annual meeting thereafter the members shall elect the number of directors whose terms expire at such time for a term of two years.

**Section 3. Removal.** Any director may be removed from the board, with or without cause, by a majority vote of the members of the association. In the event of death, resignation, or removal of a director his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor

**Section 4. Compensation.** No director shall receive compensation for any service he may render to the Association. However, Any director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action taken without a meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## **Article V**

### **Nomination and Election of Directors**

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall be appointed by the Board of Directors of the Association. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting . The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

**Section 2. Election** to the Board of Directors shall be by secret written ballot at the annual meeting. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **Article VI**

### **Meetings of Directors**

**Section 1. Regular meetings.** Regular meetings of the Board of Directors shall be held at such times and places as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next which is not a legal holiday. Notice of regular meetings shall not be required.



**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after no less than three (3) days notice to each director.

**Section 3. Quorum** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority at which a quorum is present shall be regarded as the act of the Board.

## **Article VII**

### **Powers and Duties of the Board of Directors**

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and recreational facilities located thereupon, and the personal conduct of the members or their guests thereon, and to establish penalties for the infraction thereof ;**
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be delinquent in the payment of any assessment levied by the Association in excess of 30 days. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days after the infraction of published rules and regulations.**
- (c) Execute for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.**
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;**
- (e) Employ a manager, an independent contractor, or such other employees as the Board of Directors deems necessary, and to prescribe their duties.**

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

- (a) cause to be kept a complete record of all of its acts and and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any Special meeting when such statement is requested in writing by one fourth (1/4) of a the Class A members who are entitled to vote;**
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;**
- (c) as more fully provided in the Declaration, to:**
  - (1) fix the amount of the annual assessment against Lots as set forth in the Declaration;**
  - (2) send written notice of each assessment to every Owner subject thereto as set forth in the Declaration; and**
  - (3) foreclose the lien against any property for which Assessments are not paid or to bring an action at Law against the owner personally obligated to pay the same.**
- (d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has not been paid, such certificate shall be conclusive evidence of such payment;**
- (e) procure and maintain liability and hazard insurance on property owned by the Association;**
- (f) cause all officers or employees having fiscal**
- (g) responsibilities to be bonded, as it may deem appropriate;**
- (h) cause the common area to be maintained; and**
- (i) perform the other duties of the Association set forth in the Declaration.**

## **Article VIII**

### **Officers and Their Duties.**

**Section 1. Enumeration of Officers.** The officers of this Association shall be a president, and vice-president, who shall at all time be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the board may from time to time by resolution create.

**Section 2. Election of officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

**Section 3. Term.** The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

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

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this article.

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

**President**

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

**Vice-President**

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

**Secretary**

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

**Treasurer**

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors and sign all promissory notes of the Association; shall keep proper books of account; if requested by the

**Board, shall cause an audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.**

#### **Article IX Committees**

**The Association shall appoint a nominating committee as provided in the By-Laws. In addition, the Board of Directors may appoint other committees as it deems appropriate in carrying out its purposes.**

#### **Article X Books and Records**

**The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any members at the principal office of the Association, where copies may be purchased at reasonable cost.**

#### **Article XI Assessments**

**As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the maximum non-usurious interest rate allowed under the laws of the State of Texas, and the Association may bring an action at law against the Owner**

**personally obligate to pay the same or foreclose the lien against the property, and interest as provided above, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for in the Declaration by nonuse of the common area or abandonment of his Lot.**

## **Article XII Corporate Seal**

**The Association shall have a seal in such form as from time to time may be approved by the Board of Directors.**

## **Article XIII Miscellaneous**

**Section 1 Fiscal Year The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.**

**Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.**

**Section 3. Amendment. These By-Laws may be amended by either a majority vote of the members present at a Board of Directors meeting where there is a quorum.**

DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS

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

THIS DECLARATION, made on the date hereinafter set forth by North American Funding Corp., a Texas corporation, hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in Galveston County, Texas, described on Exhibit "A" attached hereto and incorporated herein for all purposes, subject to the liens, encumbrances, restrictions and other matters of record in the office of the county Clerk of Galveston County, Texas; and

WHEREAS, Declarant desires to create a residential community with the designated Lots and Common Areas (as those terms are defined herein) and to provide for the preservation of the values and amenities in such community and for the maintenance of such amenities and Common Areas; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the value and amenities in said community, to create a vehicle to which shall be delegated the powers of maintaining and administering the Common Areas, enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

WHEREAS, Nantucket Landing Association, Inc., has been (or will be) incorporated under the laws of the State of Texas, as a non-profit corporation for the purpose of exercising the aforesaid functions;

NOW THEREFORE, Declarant hereby declares that all of the Property described above shall be held, transferred, sold, conveyed, and occupied and enjoyed subject to the following easements, restrictions, conditions, covenants, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof, and which shall run with the land and be binding on all parties having or acquiring any right, title, or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Nantucket Landing Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers and any person or entity holding legal title as Trustee, but excluding those having an interest in any lot merely as security for the performance of any obligation. The term "Owner" is further defined to include and refer to the heirs, executors, personal representatives, administrators, devisees and assigns of any Owner, and all other persons,

firms or corporations acquiring or succeeding to the title of the Owner by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law or in any other legal manner.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property hereinabove described, which property has been platted as "NANTUCKET LANDING" by plat recorded in Volume 17, Page 29 of the Map Records of Galveston County, Texas.

Section 4. "Common Area" shall mean and refer to all portions of the Property other than Lots and Boat Slips which are or will be owned by the association for the common use and enjoyment of the members of the Association, consisting of parking areas, driveways, two feet (2') wide walkways extending between Boat Slips; *and other areas designated as common areas on the plat of Nantucket Landing referred to above; and all improvements and structures, or any part thereof, for which the Association has the obligation or responsibility for maintaining, including but not limited to exterior walls, foundations, and roofs. As amended in 3<sup>rd</sup> amendment to Declaration of Covenants recorded 2/8/2005*

Section 5. "Lot" shall mean and refer to any parcel of land on which there has been or will be built a Townhome and which is shown by lot and building number on the plat of Nantucket Landing.

Section 6. "Declarant" shall mean and refer to North American Funding Corp., a Texas corporation, its successors and assigns.

Section 7. "Townhome" shall mean and refer to a portion of a building situated upon a Lot designed and intended for use and occupancy by a single family, and joined together with at least one or more residences by a common wall or walls and/or roof and/or foundation.

Section 8. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 9. "Lienholder" shall mean and refer to the holder of a first mortgage lien on any Lot and Townhome.

Section 10. "Bylaws" shall mean and refer to the Bylaws of the Association and any amendment, modification or revision thereof, as therein permitted.

Section 11. "Board of Directors" shall mean and refer to the Board of Directors of the Association elected by the Members in accordance with the terms and provisions of the Bylaws.

Section 12. "Boat Slip" shall mean and refer to any of the parcels of land which are underwater, and are indicated by letter and included within the Boat Slip Reserve as shown on the plat of Nantucket Landing, and which will be conveyed to each Owner at the time such Owner purchases a Lot.

Section 13. "Dock Area" shall mean and refer to the dock, bulkhead, seawall, sidewalks, pilings and finger piers adjacent to the Boat Slips.

## ARTICLE II

### COMMON AREA PROPERTY RIGHTS

Section I. Owner's Easements of Enjoyment. Every Owner shall have and is hereby expressly granted a perpetual and non-exclusive right and easement of use and enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:



(a) The right of the Association to suspend an owner's voting rights and right to use facilities owned by the Association for any period during which such Owner is in default in the payment of any assessment against his Lot; and for a period not to exceed sixty (60) days for any in fraction of its published rules and regulations;

(b) The right of the Association, after construction of Townhomes on all Lots within the Properties, to dedicate or transfer all or any part of the Common Area to any public agency or authority subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members entitled to vote agreeing to such dedication or transfer has been recorded in the Deed Records of Galveston County, Texas;

(c) The right of Declarant during construction of Townhomes on all Lots within the Properties to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, provided that such dedication or transfer is in accordance with a general plan of development for the Properties and is consistent with the intended use of the common Area;

(d) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area. *The rights of any such mortgagee in the Common Area shall be subordinate and inferior to the rights of the Owners hereunder. However, the Association, with the written consent of not less than seventy-five percent (75%) of the Owners, have the right to pledge its rights to maintenance assessments to service its debts. As amended in 3<sup>rd</sup> amendment to Declaration of Covenants recorded 2/8/2005*

(e) The right of the Association to designate excess parking, if any, as "guest" parking for the exclusive use of bona fide guests of Owners;

(f) The right of the Association to make rules and regulations relating to parking on the Common Areas, flow, on-street parking, traffic and other uses of the streets and drives on the Property;

(g) The right of the Association to regulate noise within the Properties, including, without limitation, the right of the Association to require mufflers on engines or to prohibit the use of devices producing excessive noise;

(h) The right of the Association to control the visual attractiveness of the Properties;

(i) The right of the Association to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of the Common Area or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with and observed by each Owner. These rules and regulations may include provisions to govern and control the use of the Common Areas by guests or invitees of the Owners, including without limitation, the number of guests or invitees who may use the Common Area or any part thereof at the same time; and

(j) Except as may be hereinafter required or permitted, no Owner shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure or improvement or store any of his personal property on the Common Area or any part thereof without the prior written consent of the Association. The Association shall have the right to remove anything

placed on the Common Area in violation of the provisions of this Section and to recover the cost of such removal from the Owner responsible.

Section 2. Delegation of Use; Leases. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property. The Owners hereby covenant that any lease executed on a Lot and Boat Slip shall be in writing and contain provisions binding any lessee thereunder to the terms and provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association and further providing that noncompliance with the terms thereof, or any rules promulgated by the Association, shall be a default under the lease.

Section 3. Title to the Common Area. The Declarant hereby covenants to convey fee simple title to the Common Area to the Association on the date the Class B membership in the Association ceases. As a right running with the real property and subject to the provisions of Section 1 of this Article II, ownership of each Lot within the Properties shall entail the use, benefit, and enjoyment of all of the Common Area and there shall always be access by both pedestrians and vehicles to and from each Lot to a street dedicated to public use without hindrance by the Association and/or Owners. The Common Area shall remain undivided and shall at all times be owned by the Association or its successors, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Area .

Section 4. Parking Rights. The ownership of each Lot includes the ownership of an attached garage. The use of all other parking areas shall be subject to the exclusive control and management of the Board of Directors of the Association, including the assignment of areas where boats, trailers, vans and similar vehicles, may or may not be parked or stored. No trailer, boat, van, recreational vehicle, truck, or other vehicle shall be parked other than in areas approved by the Board of Directors , and any vehicle not so parked that is not removed within twenty-four (24) hours after notice is given by the Board of Directors may be removed from the Common Area by the Association.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner o f a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Any Lienholder who acquires title to any Lot shall thereupon become a Member of the Association.

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

CLASS A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. The vote of each Lot owned by more than one person shall be exercised as they among themselves determine, or, in the absence of such determination, by a majority of such persons or entities, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B Member shall be the Declarant, and its successors and assigns, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) The total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership, or

(b) Two (2) years from the filing of this Declaration in the Deed Records of Galveston County, Texas.

## ARTICLE IV

### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, subject to the provisions of Section 2 of this Article IV, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is conclusively deemed to covenant and agree as a covenant running with the land to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be secured by a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, also shall be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them. No Owner shall be personally liable for any assessment made or becoming due and payable after his ownership terminates, provided the Association is given prior notice of such change of ownership, which notice must specify the name and address of the new Owner.

Section 2. Lots Owned by Declarant or Builders. No Lot owned by Declarant or a builder shall be subject to any annual assessment or special assessment while it is owned by Declarant or a builder unless and until a Townhome has been built there on and six (6) months have expired since the substantial completion of such Townhome or the Townhome has been permitted to be occupied, whichever occurs first. It shall be the duty of each builder to notify the Association at the time a Townhome has been substantially completed or permitted to be occupied. The term "substantial completion" as used herein shall mean that the residence is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected or adjusted. It shall also be the duty of each builder to notify the Association at the time a Lot is sold. The term "builder" for the purposes of this Declaration is defined as any person, firm, corporation or other entity who is engaged in the business of building houses for sale or rental purposes, and not for his or its personal use or occupancy. Whenever a Lot owned by Declarant or a builder becomes subject to assessment as provided for in this Section, such Lot shall then be treated and assessed as any other Lot in this development which is subject to assessment.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Common Area and exterior maintenance of the Lots and the Townhomes as herein provided. Assessments shall include, but are not limited to, funds to cover actual costs and expenses to the Association for all taxes, insurance, repair, renovation, replacement, and maintenance of the Common Area, including the establishment and maintenance of a reserve for repair, maintenance, taxes, and other charges as specified herein. *However, the Association, with the written consent of not less than seventy-five percent (75%) of the Owners, shall have the right to pledge its rights to maintenance assessments to service its debts. As amended in 3<sup>rd</sup> amendment to Declaration of Covenants recorded 2/8/2005*

Section 4. Basis and Maximum of Annual Assessments. The Board of Directors shall determine and fix the annual assessments for the calendar year 1983, commencing on January 1, 1983.

(a) From and after January 1, 1983, the maximum annual assessment may be increased by the Association effective January 1 of each year by not more than fifteen percent (15%) of the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1983, the maximum annual assessment may be increased above the amount hereinabove authorized in subsection (a) only by the vote of at least fifty-one percent (51%) of the votes of both classes of Members who are voting in person or by proxy at the annual meeting or at a special meeting duly called for the purpose of increasing the annual assessment.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) The Board of Directors may decrease the annual assessment without ratification by or assent of the Members.

Section 5. Special Assessments for Capital Improvement. In addition to the annual assessment 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, or unexpected repair or replacement of the Common Area, provided that any such assessment shall have the written assent of fifty-one percent (51%) of the votes of both classes of Members who are voting in person or by proxy at the annual meeting or at a special meeting duly called for these purposes.

Section 6. Notice and Quorum for any Action Authorized under Sections 4 and 5. Written, *electronic, or hand-delivered* notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all Members not less than twenty (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirements. *As amended in 3<sup>rd</sup> amendment to Declaration of Covenants recorded 2/8/2005*

Section 7. Rates of Assessment. Annual assessments shall, and special assessments may, be collected on a monthly basis. Each Owner shall be liable for, and each Lot shall be assessed a percentage of the annual assessment equal to the percentage set forth opposite such Owner's Lot on Exhibit "B" attached hereto and incorporated herein for all purposes.

Section 8. Date of Commencement of Annual Assessments; Due Dates. Except as otherwise herein provided, as to each Lot, the annual assessment shall commence on January 1, 1983. Written notice of the annual assessment shall be sent to every Owner subject thereto. Annual assessments shall be due and payable in monthly installments equal to one-twelfth (1/12) of the annual assessment in advance and without demand, on the first day of each month. At the time an Owner takes title to his Lot the installment for that month shall be prorated as of the day he takes title. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting

forth whether the assessments on a specified Lot have been paid. A properly executed certificate on a Lot shall be binding upon the Association as of the date of its issuance.

Section 9. Replacement Reserve. There is hereby established a reserve out of said annual assessments for a fund for replacement, maintenance, and repairs of Common Area improvements which must be replaced on a periodic basis, which fund shall be segregated and funded monthly, such fund to be in such amount as the Association deems adequate for such replacements, maintenance and repairs.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the maximum nonspurious rate of interest per annum then allowable under the laws of the State of Texas, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. Such lien may be enforced judicially or by foreclosure of the lien affecting the defaulting Owner's Lot by power of sale retained by the Association, in like manner as a mortgage on real property upon compliance with Article 3810 of the Texas Revised Civil Statutes, as the same may be amended from time to time. In the event of a foreclosure, the Owner also shall be required to pay the costs and expenses of such proceedings and all reasonable attorney's fees. The Association shall have the power to purchase the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of unpaid assessments as a debt. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or his interest therein.

Section 11. Subordination of Assessment Lien to Mortgages. The annual assessment and the special assessments, as hereinabove provided for, shall each 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. The liens securing the assessments provided for here in shall be subject and subordinate to (i) all liens for taxes or assessments levied by the City, county .and State Governments or any political subdivision or special district thereof, and (ii) the lien of any duly recorded first mortgage or first deed of trust upon one or more Lots made in good faith and for value. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage lien, pursuant to a foreclosure of such lien or a conveyance in lieu of foreclosure, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due according to the terms herein contained or from the lien thereof. No lien created under the provisions hereof shall in any way defeat, invalidate, or impair the rights of any Lienholder unless such Lienholder shall expressly subordinate its interest, in writing, to such lien.

## ARTICLE V

### INSURANCE

Section 1. General Provisions. The Board of Directors shall obtain insurance (the premiums for which shall be a common expense payable from property assessments) for the Property, together with all improvements now or hereafter situated thereon and all rights and appurtenances thereto (the "project") as follows (such insurance shall be in amounts designated by the Board of Directors unless any such amount is specified in this declaration:

(a) Insurance on the Project against loss or damage by fire, by flood and by any and all other risks insured by standard extended coverage policies in use in the State of Texas, with such endorsements as the Board of Directors deems advisable, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full insurable replacement cost thereof. The full insurable replacement cost of the Project shall be determined annually by the Board of Directors who may obtain an appraisal in making such determination, the cost of which shall be a common expense payable from property assessments.

(b) Comprehensive General liability insurance against claims for bodily injury or death (minimum coverage of \$300,000) and property damage (minimum coverage of \$100,000) suffered by the public or any Owner, the family, agent, employee or invitee of any Owner, occurring in on or about the Project or upon, in, or about the private driveways, roadways, walkways, and passageways, on or adjoining the Project, and at least \$1,000,000.00 in "umbrella" coverage. Any policy obtained pursuant to this subsection (b) shall contain a cross-liability endorsement whereby the rights of named insured shall not prejudice his, her or their action or actions against another named insured, and shall contain a "severability of interest" type of endorsement precluding the insurer from denying a claim of an Owner or the Association because of the negligent acts of other Owners or the Association.

(c) Such other insurance in such reasonable amounts as the Board of Directors shall deem desirable, including without limitation director's and officer's liability insurance for the directors and officers of the Association against any liability asserted against any such party, or incurred by such party in such capacity, or arising out of such party's status as a director or officer and fidelity bonds for any management company retained by the Board of Directors.

Section 2. Policies. All insurance provided for in this Article shall be effected with responsible insurers authorized to do business in the State of Texas. All such policies of insurance shall name as insured the Association, as trustee for each Owner in accordance with and in proportion to such Owner's interest in the Project, and all Mortgagees, all as their respective interests may appear. All such policies shall be without contribution with regard to any other policies of insurance carried individually by an Owner, and shall provide that such policy shall not be terminated for any cause without at least thirty (30) days prior written notice to the Association and the Mortgagees. If possible, all policies of insurance of the character described in this Article shall contain an endorsement extending coverage to include the payment of property assessments with respect to damaged Townhomes during the period of reconstruction thereof. Any proceeds paid in respect of any insurance policy obtained by the Board of Directors to this Article 5 shall be held and disbursed by the Board of Directors in accordance with this Declaration.

Section 3. Future Laws and Subrogation. In the event that an insurance policy specifically designed to meet the insurance needs of townhome subdivisions hereafter becomes available in Texas, the Board of Directors shall be authorized to obtain such a policy provided that the coverage afforded

thereby at least equals the coverage provided by the policies enumerated in this Article 5. Each Owner and the Association agree to and hereby waive all rights of subrogation against the Declarant that they may have now or in the future under any property insurance policies.

Section 4. Individual Insurance. Each Owner shall be responsible for insuring the contents and furnishings of his or her Townhome and for insuring the Owner's improvements, alterations, additions and fixtures not covered by the master policy to be purchased by the Association. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board of Directors for the benefit of all of the Owners as above provided. Each Owner, at his or her own cost and expense, should carry an individual policy of liability insurance insuring against the liability of such Owner, inasmuch as liability insurance to be carried by the Association may, as to each Owner, be only with respect to his or her liability arising out of the ownership, maintenance or repair of that portion of the Property which is not reserved for his or her exclusive use or occupancy.

Section 5. *Option Regarding Casualty Insurance. Anything contained herein to the contrary notwithstanding the Association may, at its option, require each townhome owner to obtain fire, vandalism, and special extended coverage insurance in the amount not less than the full replacement cost of the Owner's townhome. Each such policy shall name the Association and any lienholder as additional loss payees, and each Owner shall provide the Association with proof of insurance at least annually. As amended in 1<sup>st</sup> Amendment to Declaration of Covenants recorded 4/2/1986*

## ARTICLE VI

### FIRE OR CASUALTY: REBUILDING

#### Section 1. Rebuilding.

(a) In the event of a fire or other casualty causing damage or destruction to a Townhome, all proceeds of insurance policies carried by the Association with respect to such fire or casualty shall be paid and held in accordance with the provisions of Section 2 of this Article. The Association shall thereupon contract to repair or reconstruct the damaged portion of such Townhome in accordance with the original plans and specifications therefor, or as the Board of Directors may otherwise approve, and the funds held pursuant to Section 2 of this Article shall be used for this purpose and disbursed in accordance with the terms of such Section 2.

(b) In the event that such insurance proceeds are insufficient to provide for such repair, restoration or rebuilding, those costs in excess of the insurance proceeds shall be paid by such Owner. The Board of Directors shall have the power to assess such Owner for same and shall have all the remedies to collect same as are given the Board of Directors for collection of the property assessments.

Section 2. Payment of Insurance Proceeds. All insurance proceeds and other funds received by the Association pursuant to this Declaration as a result of fire or other casualty loss causing damage or destruction to a Townhome shall be applied toward the cost of repair, restoration or rebuilding of the damaged Townhome in accordance with the contract or contracts entered into by the Association pursuant to Section 1 of this Article. Any funds remaining after the repair, restoration or rebuilding of such damaged Townhome shall be retained by the Board of Directors as part of the Association's funds.

Section 3. Repair of Townhomes. Each Owner shall be responsible for the reconstruction, repair and replacement of all personal and other property in or a part of his or her Townhome.

Section 4. Indemnity of Association. Subject to the provisions of Section 3 of Article V hereof, each Owner shall be responsible for any costs not otherwise covered by insurance carried by the Association and caused by such Owner's negligence or misuse or by the negligence or misuse of his immediate family, or his agents or employees in the course of their duties, and shall, to the extent not covered by insurance proceeds collected by the Association, indemnify the Association and all other owners against any such costs.

## ARTICLE VII

### ARCHITECTURAL CONTROL

No building or other structure shall be built, placed, constructed or reconstructed on any of the Lots other than single-family Townhomes which shall not exceed three (3) stories in height. The townhomes to be built on the Lots shall be of the townhouse design and shall be constructed as attached townhomes or in such manner as will create the appearance of attached houses, with no visible open space between Townhomes on adjoining Lots.

The plan for development of the Property contemplates centralization of architectural control to enhance, insure and protect the attractiveness, beauty and desirability of the Property as a whole. It is accordingly covenanted and agreed that no building, fence, wall, or other structure shall be commenced, erected, or maintained upon any Lot, or the patio or parking area used in connection with any Lot after the purchase of any Lot from Declarant, its successors or assigns, nor shall any exterior improvements, addition to or change or alteration thereof be made until the plans and specifications showing the nature, color, kind, shape, height, materials, and location of the same ( including site landscaping and grading plans , plans for off street parking of vehicles and utility layout , and an engineer' s certificate that any structural alterations will not affect the stability of the building) shall have been submitted to, and approved in writing as to harmony of external design and location in relation to surrounding structures and topography , by the Board of Directors of the Association , or by an Architectural Committee composed of three (3) or more representatives appointed by the Board . In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it , approval will not be required and this Article will be deemed to have been fully complied with. Approval, once given, shall be irrevocable.

## ARTICLE VIII

### EXTERIOR MAINTENANCE

The Association, as a common expense, shall be perpetually responsible for the maintenance of the Dock Area and underlying pilings and seawall, and the exterior of the Townhomes including but not limited to repair, replacement, painting and other maintenance as may be necessary or appropriate regarding roofs, gutters, downspouts, exterior building surfaces, fences, trees, shrubs, grass, walks, driveways and parking areas not attached to the Townhome, and other exterior improvements of the Townhomes; provided, however, the Association shall not be responsible for the repair or reconstruction of any portion of any Townhome destroyed or damaged by fire or other casualty. The Association shall maintain and repair the following lines and equipment: exterior (not interior) plumbing; sanitary sewer lines connecting the Townhomes to the sanitary sewer collection system; electric power service



conductors from the exterior of the Townhomes to the point of connecting the utility company's junction box; any portion of natural gas and/or telephone service lines located on the Property outside the Townhomes and not maintained by the gas and/or telephone companies; and water service lines from curb stop up to the exterior walls of the Townhomes . The Association shall also be responsible for maintenance of the Common Area.

Each Owner does hereby grant unto the Association an easement for the purpose of repairing, constructing, and maintaining the exterior improvements on his Lot and Townhome. The Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon any Lot and Townhome and to repair, maintain, and restore the Lot and Townhome thereon and any exterior improvements erected thereon.

## ARTICLE IX

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Townhomes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. If a wall which is intended as a party wall is, through construction error, situated wholly on one Lot instead of on the dividing line between Lots, such wall shall nevertheless be deemed a party wall for joint use by adjoining Lot owners. Reciprocal easements are hereby created and shall exist upon and in favor of adjoining Lots for the maintenance, repair and reconstruction of party wall s and the foundation, footing, piers and beams supporting the same. The owner of a Townhome shall not cut through or make any penetration through a party wall for any purpose whatsoever.

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

Section 3. Destruction by fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost and restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The rights of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration of Dispute. In the event any dispute arises concerning a party wall or under the provisions of this section, the same shall be resolved and settled through the process of arbitration. Each party to the dispute shall choose one arbitrator and the two arbitrators so chosen shall choose a third arbitrator, and the decision of a majority of the arbitrators shall resolve and settle the dispute and shall be binding upon all parties to the arbitration . Should any party refuse to choose an

arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

## ARTICLE X

### USE RESTRICTIONS

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

Section 1. Residential Use. No Owner shall occupy or use his Lot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single-family residence for the Owner, his family, guests, and tenants, and no retail or commercial use shall be made of the same, or any portion thereof.

*For the purposes of this Section 1, the term "private single-family residence" shall be deemed to prohibit any transient use, hotel use, extended guest use and/or short-term rentals. A minimum lease term of one (1) year is hereby imposed on all leases executed between an Owner and a tenant. Owners shall not be permitted to lease or rent any Townhome to any tenant for a lease term of less than one (1) year in duration. Any lease which provides a term of less than one (1) year shall constitute a short-term rental and shall constitute a violation of this provision, and which shall subject the Owner to such legal and/or enforcement action as the Association deems necessary and proper.*

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

*A violation of this Section 1 may result in the issuance of one or more "fines" against the offending Owner, as such fines are established, from time to time, by the Association's Board of Directors. Owners shall be entitled to one written notification from the Association before a fine is levied in connection with any violation. If, after such written notification, an Owner continues to violate the "private single-family residence" requirement, such Owner may be assessed fines in an amount not to exceed \$1,000.00 per violation and \$100.00 for each additional day that such violation continues.*

*All fines assessed under this Section I shall be considered to be a part of the Association's lien as provided for in Article IV of the Declaration, and shall be secured by such lien in all respects.*

*All buildings or structures on the Property shall be of new construction. An Owner who occupies his Townhome may use his Townhome for his own private incidental professional use as long as such use does not supersede the primary use of the Townhome as a private single-family residence, violate the "private single-family residence" requirement, or conflict with the intent of the Association to maintain an essentially residential community. This exception to strictly residential use shall be narrowly defined and strictly enforced by the Board of Directors, and includes the use of a dwelling for such limited "incidental professional" purposes as an in-home office, and use of business-related telephones and internet, none of which shall include the presence of customers, clients, etc., within the home and which shall in no way increase vehicular traffic and/or parking within Nantucket Landing. **As amended in Amendment 4 to the Declarations and Covenants recorded 9/17/2018***

Section 2. Obstruction of common Area. There shall be no obstruction of the Common Area. No vehicle, equipment, or other object shall be stored in the Common Area without the prior written consent of the Board of Directors. The motor court shall have no designated parking outside the garage areas.

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

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, or the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners or to the neighborhood. Routine maintenance of motor vehicles and boats shall be permitted, provided that such maintenance shall be completed within reasonable time limit not to exceed 24 hours. However, no other repair work, dismantling or assembling of motor vehicles, boats or any other machinery or equipment shall be permitted upon any Lot, Boat Slip, in any street, driveway, or yard adjacent to a street, or in the Common Area.

Section 5. Temporary Structures. No structures of a temporary character, trailer, tent, shack, barn, servant's quarters, or other out building shall be used on any Lot at any time as a residence , either temporarily or permanently; nor shall any used residence or other used structure be moved onto any Lot . During the construction and sales period of the Townhomes, the Declarant may erect and maintain such structures as is customary in connection with such construction and sale of such Townhomes, including, but without limitation, a business office, storage areas, construction yards, signs, model units, and sales offices.

Section 6. Signs. No sign of any kind shall be displayed to public view on any Lot or building except one sign of not more than six (6) square feet in area advertising the merits of the property for sale or rent. The Association shall have the right to remove any sign, billboard or other advertising structure or device which is placed on any Lot or Townhome in violation of this Section and shall be entitled to assess the Owner and recover all costs of such removal from such Owner. During the construction and sales period of the Townhomes the Declarant may use other signs and displays to advertise the merits of the Property for sale or rent, until such time as Declarant has sold all Townhomes owned by it on the Properties.

Section 7. Oil and Mining Operations. No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property.

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

Section 9. Garbage and Refuse Disposal. All Lots and the Common Area shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in adequate containers which shall be maintained in a clean and sanitary condition and screened by adequate planting or fencing so as to conceal them from public view. The Association shall determine the method of garbage disposal (and the manner and frequency of collection), whether it shall be through public authority or through private service,

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

Section 11. Use of Common Area. The Common Area is for the common use, benefit and enjoyment of the Owners, subject to the various utility easements affecting the same and to such

reasonable rules and regulations as may be promulgated by, and the rights herein granted to, the Association. There shall be no obstruction of any part of the Common Area which is intended to remain unobstructed for the reasonable use and enjoyment thereof, nor shall anything be done or kept which would increase the rates or result in the cancellation of any insurance. No Owner shall appropriate any part of the Common Area to his exclusive use, except for the required and/or approved driveways or sidewalks thereon which are appurtenant to his Townhome, nor shall any Owner do anything which would violate the easement, rights, and privileges of any Owner in regard to any portion of the Common Area which is intended for the common use and benefit of all Owners. Each Owner shall faithfully observe and comply with all reasonable rules and regulations promulgated by the Association regarding the common Area and shall be deemed to acknowledge and agree that all rules and regulations promulgated by the Association in respect to the Common Area are for the mutual and common benefit of all Owners and necessary for their protection. Except in the individual patio areas appurtenant to the residence, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated architectural committee. Except for the right of ingress and egress and the right and easement of enjoyment as defined here in, the Owners are hereby prohibited and restricted from using any of said Property outside the exterior property lines of each Lot, except as may be allowed by the Association's Board of Directors.

Section 12. Owner's Maintenance. It shall be the duty and obligation of each Owner, at his own cost and expense, to care for, maintain and keep in repair the interior of his Townhome and the fixtures, doors, windows, appliances, equipment and other appurtenances thereto including the air conditioning compressor condenser, and the pipes and electrical lines connecting same to the Townhome . The Association shall have no duty or obligation to any Owner in this regard. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Townhome or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Townhomes or Owners.

Section 13. Outside Antennas. Without prior written approval of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed, or maintained upon any portion of the exterior of the improvements to be located upon the Property, other than an antenna system which would not be visible from any of the windows on any of the Lots, or from the Common Area, or from the streets adjacent to the Property.

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

Section 15. Separation of Interests. The ownership interest of any Lot shall never be separated by lease, conveyance, encumbrance, foreclosure, or other means from the ownership interest in the Boat Slip conveyed with said Lot by Declarant to the first Owner. Any instrument of lease, conveyance or encumbrance shall provide that noncompliance with the terms hereof by the recipient of such Owner's interest or any portion thereof shall render said instrument null and void.

Section 16. Miscellaneous. Outside drying of clothes shall not be permitted. No Owner shall use or discharge or permit the use or discharge, on or from his Townhome or elsewhere on the Properties, of 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 Owner shall build or permit to be built any open fires in his Townhome or elsewhere on the Properties; provided,

however, that the foregoing shall not be construed as precluding the use by any Owner of his interior fireplace or of small and safe outdoor cooking facilities such as charcoal grills.

## ARTICLE XI

### UTILITIES

Section 1. Electric Service. Electric service to the Property shall be governed by Houston Lighting & Power Company.

Section 2. Water Service. Water service to the individual Lots shall be provided by way of water mains to be owned, operated, maintained and repaired by League City, and to the Common Area by way of distribution lines to be owned, operated, maintained and repaired by the Association. For the benefit of all Owners, the Association, its agents and employees, shall have the right to use reasonable amounts of water for the purpose of caring for the Common Area and/or plant, shrubs and grass.

Section 3. Sanitary Sewer Service. Sanitary sewer service shall be provided to each Lot and to the Common Area by means of sanitary sewer collection lines within the development to be owned , operated , maintained and repaired by the Association , and which shall connect to sanitary sewer collection lines adjacent to the Property .

Section 4. Telephone Service. Telephone services shall be available to each Lot and the Common Area by way of underground cables which shall be installed, owned and maintained by the telephone company. The Association shall be authorized and empowered to grant such specific easements, in, under, on or above the Common Area as the telephone company may require to furnish such service.

Section 5. Storm Sewers. Storm sewers in the Common Area for the drainage of surface waters shall be owned, operated, maintained and repaired by the Association.

## ARTICLE XII

### UTILITY BILLS AND TAXES

#### Section 1. Obligation of the Owners.

(a) Each Owner shall have his separate electric meter and shall directly pay his own cost and expense for all electricity, sewer, telephone service and other utilities separately metered or billed to such Owner.

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

#### Section 2. Obligation of the Association.

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

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

(c) Utilities not separately metered or billed to the individual owner, such as water, shall be paid out of the maintenance fund as a common expense of all Owners and shall be a part of the annual assessment.

(d) All costs, charges and premiums for all utility bills and taxes 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 annual assessment.

## ARTICLE XIII

### EASEMENTS

Section 1. Construction. Each Townhome and the property included in the Common Area shall be subject to any easement for minor encroachments created by construction, reconstruction, repair, shifting, settling, movement, overhangs, ledges, balconies, fences, or other protrusions designed or constructed by Declarant. A valid easement for said encroachments and for the maintenance (if any) of same, so long as they stand, shall and does exist. In the event the multi-family structure containing two or more Townhomes is partially or totally destroyed and then rebuilt, the Owners of the Townhomes so affected agree that minor encroachments onto parts of the adjacent Townhome units or Common Areas due to construction or repair shall be permitted and that a valid easement for such encroachment and the maintenance thereof shall exist.

Section 2. Utilities and Emergencies. There is hereby created a blanket easement to enter upon , across, over, and under all of the Property for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including , but not limited to water, sewer, gas, telephones and electricity, and master television antenna system; to the United States Postal Service, its agents and employees, to enter upon the Common Area and Lots in the performance of mail delivery or any other United States Postal Services; and to all police, fire protection, ambulance, garbage and trash collection vehicles and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and any management company employed by the Association to enter in or to cross over the Common Area and/or any Townhome to perform the duties of maintenance and repair of the Common Area provided for here in.

Section 3. Surface Areas. The surface of easement areas for underground utility services may be paved for streets, driveways or walkways and/or may be used for planting or shrubbery, trees, lawns, or flowers. However, it is expressly agreed that neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any owner or to the Association for any damage done by them or either of them or their agents, employees, servants or assigns, to the pavement or to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area.

## ARTICLE XIV

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction here in contained shall in no event be deemed a waiver of

the right to do so thereafter. Injunctive relief may be sought and obtained without the necessity of proving irreparable harm or inadequacy of other remedies and without the necessity of posting bond.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded in the office of the County Clerk of Galveston County, Texas, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded in the Office of the County Clerk of Galveston County, Texas. Declarant reserves, and shall have, the continuing right until December 31, 1983, without the joinder of the Owners or any other person or entity (whether or not Townhomes have been conveyed) to amend this Declaration or the Bylaws for the purpose of clarifying or resolving any ambiguities or conflicts here in , or correcting any inadvertent misstatements , errors , or omissions herein or complying with the requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, provided that no such Amendment shall materially adversely affect the interest of any owner .

Section 4. Annexation. Additional property may be annexed into the jurisdiction of the Association by recorded restrictions upon the consent of two-thirds (2/3rds) , of each class Members of the Association , provided , however , that until December 31, 1984, additional stages of development may be annexed by Declarant without such approval by the Members . The Owners of Lots in such annexed property, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Area that may become subject to the jurisdiction of the Association, provided that such annexed property shall be impressed with and subject to the annual maintenance assessment imposed hereby on a uniform, per Lot basis.

Section 5. Gender and Number. The singular wherever used herein shall be construed to mean the plural where applicable, the pronouns of any gender shall include the other genders, and the necessary grammatical changes required to make the provisions hereof applicable to individuals, corporation, trusts , partnerships, or other entities shall in all cases be assumed as though in each case fully expressed.

Section 6. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern.

Section 7. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause , sentence or provision shall be supplied by inference .

Section 8. Notices. All notices, demands or other notices intended to be served upon any Owner shall be sent by *electronic notice (e-mail or otherwise), hand delivered*, ordinary or certified mail, postage prepaid, addressed in the name of such owner in care of the Lot number and building address of such Owner. All notices, demands or other notices intended to be served upon the Board of Directors of the Association, or the Association, shall be sent by ordinary or certified mail, postage prepaid , to *the business address of the Association's manager, or if none, to the address of the Association's registered agent on file with the Secretary of State of Texas. As amended in 3<sup>rd</sup> amendment to Declaration of Covenants recorded 2/8/2005*

## ARTICLE XV

### RIGHTS AND PRIVILEGES GRANTED TO LIENHOLDERS

Notwithstanding anything contained herein to the contrary and in order to provide an inducement to mortgage lenders to finance individual Townhome units subject to the terms hereof, the Association, owner or Owners, Lot or Lots , and Common Area shall be subject to the following :

Section 1. Notice to Association. An Owner who mortgages his Lot shall notify the Board of Directors giving the name and address of his Lienholder. The Board shall maintain such information in a book entitled "Mortgagees of Townhomes".

Section 2. Notice of Meetings. The Association shall furnish each Lienholder upon request of such Mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such Lienholder to attend such meetings. One such request shall be deemed to be a request for prior written notice of all subsequent meetings of the Association.

Section 3. Notice of Default. The holder of a first mortgage upon any Lot, at its request, shall be entitled to written notification of any default by any owner of such Lot in the performance of such Owner's obligation under the terms hereof, the Articles of Incorporation of the Association , or the Association's Bylaws , which default is not cured within thirty (30) days.

Section 4. Assessments Prior to Lienholder's Acquisition. Any Lienholder coming into possession of any Lot pursuant to remedies provided in any deed of trust, foreclosure of such deed of trust, or deed (or assignment) in lieu of foreclosure shall take the Lot free of any claims for unpaid assessments or charges against said Lot, which shall have accrued prior to the time such mortgagee comes into possession of the Lot.

Section 5. Consent to Certain Matters. Unless two-thirds of all Lienholders have given their prior written approval, the Association shall not be entitled to:

(a) abandon or terminate the Association , except in the event of: (i) abandonment or termination provided by law; (ii) substantial destruction of the Property by fire or other casualty; (iii) a substantial taking of the Property by condemnation or eminent domain;

(b) by act or omission seek to abandon, partition, subdivide, ~~encumber~~, sell or transfer the Common Area; provided, however, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Properties shall not be deemed a transfer within the meaning of this clause; ***As amended in 3<sup>rd</sup> amendment to Declaration of Covenants recorded 2/8/2005***

(c) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot;

(d) by act or omission change, waive, or abandon any scheme of regulations, or the enforcement thereof, expressly set forth herein and pertaining to the architectural design or the exterior appearance of the Townhomes, the exterior maintenance of the Townhomes, and the maintenance of the Common Area walkways and driveways, or the upkeep of lawns and landscaping;



(e) fail to maintain fire, flood and extended coverage insurance on all insurable Common Areas and the Project upon a current replacement cost basis in an amount not less than 100% of the insurable value ( based upon current replacement cost ); or

(f) use hazard insurance proceeds from losses to any Common Areas for purposes other than the repair, replacement, or reconstruction of such Common Areas.

Section 6. Notice of Damage or Destruction. The Association shall furnish the Lienholders timely written notice of any substantial damage or destruction of the Property and of any part of the Common Area.

Section 7. Notice of Condemnation or Eminent Domain. The Association shall furnish the Lienholders timely written notice of any condemnation, or eminent domain proceeding regarding all or any portion of a Lot or of the Common Area and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings.

Section 8. Right to Partition. No Lot may be partitioned or subdivided without the prior written approval of at least the Lienholder on such property.

Section 9. Examination. Lienholders shall have the right to examine the books and records of the Association during normal business hours.

Section 10. Taxes. Lienholders may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums or hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such property, and Lienholders making such payments shall be owed immediate reimbursement therefor from the Association.

Section 11. Priority. No Owner or any other party shall have priority over the rights of Lienholders pursuant to their mortgages in the case of a distribution to the Owners of insurance proceeds or condemnation awards for losses to or a taking of the common Area.

## ARTICLE XVI

### COMMON RADIO OR TELEVISION ANTENNA SYSTEM

Section 1. Common Antenna. The Board of Directors may provide from time to time for a common television antenna to receive television and radio signals or for other means by which all Townhomes may receive television and /or radio signals.

Section 2. Access to Townhomes. Unless authorized by the Owner or occupant of any Townhome, the Association, its agent and employees shall have the right to inspect the interior of any Townhomes only in the event the outlets of the common antenna system within a particular Townhome appear to be the source of interference with the signal being received by other Townhomes. Any such inspection shall occur only at reasonable hours after reasonable notice to the Owner or occupant. Notice to any Owner or occupant shall be deemed notice to all others.

Section 3. Assessment. The Board of Directors shall have the authority to make contracts with third parties for the provision, maintenance, and operation of the antenna, cables, equipment or other systems for common television, radio reception and/or other electronic communications media as the Board of Directors may from time to time determine to be in the best interests of the members of the Association, and such contracts may extend for such term of years as said Board may determine. The

cost of providing , operating and maintaining common television , radio reception, and / or other electronic communications media, if any is provided r shall be assessed on a monthly basis in such an amount as may be determined by the Board of Directors, subject to an affirmative vote of two-thirds of all Members of the Association . No Association funds for installing, maintaining, or operating any such system may be assessed or expended without such affirmative vote of two-thirds of all members.

Section 4. Lien for Assessment. The assessment provided above shall constitute a lien and obligation of each owner and shall become due and payable monthly in all respects as provided in Article IV hereof . The monthly assessment provided in this Article shall be in addition to other assessments provided herein and shall constitute a lien of equal standing and priority with other assessments.

IN WITNESS WHEREOF

002-15-1643

Townhomes only in the event the outlets of the common antenna system within a particular Townhome appear to be the source of interference with the signal being received by other Townhomes. Any such inspection shall occur only at reasonable hours after reasonable notice to the Owner or occupant. Notice to any Owner or occupant shall be deemed notice to all others.

Section 3. Assessment. The Board of Directors shall have the authority to make contracts with third parties for the provision, maintenance, and operation of the antenna, cables, equipment or other systems for common television, radio reception, and/or other electronic communications media as the Board of Directors may from time to time determine to be in the best interests of the members of the Association, and such contracts may extend for such term of years as said Board may determine. The cost of providing, operating and maintaining common television, radio reception, and/or other electronic communications media, if any is provided, shall be assessed on a monthly basis in such an amount as may be determined by the Board of Directors, subject to an affirmative vote of two-thirds of all Members of the Association. No Association funds for installing, maintaining, or operating any such system may be assessed or expended without such affirmative vote of two-thirds of all members.

Section 4. Lien for Assessment. The assessment provided above shall constitute a lien and obligation of each Owner and shall become due and payable monthly in all respects as provided in Article IV hereof. The monthly assessment provided in this Article shall be in addition to other assessments provided herein and shall constitute a lien of equal standing and priority with other assessments.

IN WITNESS WHEREOF, the undersigned have executed this document effective as of this 28 day of February, 1983.

Declarant:

NORTH AMERICAN FUNDING CORP.,  
a Texas corporation

By:

Charles H. Dewel  
Name: Charles H. Dewel  
Title: President

002-15-1644

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on February 28,  
1983 by Charles C. Dault, President of North American  
Funding Corp., a Texas corporation, on behalf of said  
corporation.

(SEAL)

Pat H. Dault  
Notary Public in and for  
the State of Texas

Pat H. Dault  
Name printed or typed  
My commission expires: 2-29-84

2413

RETURN TO:  
RICHARD L. ROSE  
6800 WEST LOOP SOUTH  
SUITE 400  
BELLAIRE, TEXAS 77401

002-15-1645

A 3.485 Acre tract of land, more or less out of the Lakeside Addition, being a part of the Michael Muldoon Two League Grant, League City, Galveston County, Texas, also being out of a 50.18 acre partial release, Deed of Trust being recorded in Book 3296, Page 25 of the Galveston County Deed Records and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod in the easterly right-of-way line of Davis Road, also being the Southwest corner of Clear Lake Plantation Subdivision, Section 1, recorded in Plat Record Book 16, Map Number 34 of the Map Records of Galveston County, Texas;

THENCE, North 75 deg. 25 min. 03 sec. East (Call 75 deg. 30 min. 01 sec.), a distance of 301.85 feet to a point for corner in a man made channel;

THENCE, South 16 deg. 00 min. 20 sec. East (Call 16 deg. 05 min. 18 sec.), a distance of 495.15 feet to a point for corner;

THENCE, South 75 deg. 25 min. 03 sec. West, a distance of 311.51 feet to a 1/2 inch iron rod in the easterly Right-of-Way line of Davis Road for corner;

THENCE, North 14 deg. 53 min. 14 sec. West, along the easterly Right-of-Way line of Davis Road a distance of 495.00 feet to the POINT OF BEGINNING, containing 3.485 acres of land, more or less,

FILED FOR RECORD

MAY 14 11 22 AM '03

STATE OF TEXAS  
I hereby certify that the foregoing map was filed in the  
State and was stamped by me and was duly recorded  
in the Official Public Records of that County of Galveston  
County, Texas, on

MAY 14 1903



*John A. Blanton*  
COUNTY CLERK, Galveston County, Texas

EXHIBIT A



004-48-0127

OWNER:

AMERICAN MORTGAGE CO. as  
Agent and Attorney-in-Fact  
for Savers Federal Savings  
& Loan

UNIT(S) OWNED:

877, 891, 893, 896 &amp; 901 Davis Road

By: Its: 

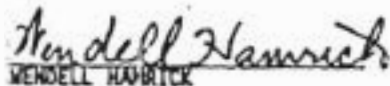
AMERICAN MORTGAGE CO. as  
Agent and Attorney-in-Fact  
for Virginia Beach Savings  
& Loan

880, 882, 884, 890, 892, 894, 898, and  
905 Davis RoadBy: Its: JACK BASS

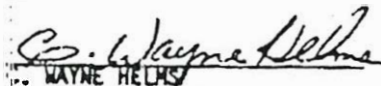
883 Davis Road

  
DAVID JACKSON

889 Davis Road

  
WENDELL HAMRICK

875 Davis Road

  
C. WAYNE HELMS

879 Davis Road

  
GEORGE HERTZBERG

895 Davis Road

  
JACK JONES

888 Davis Road

  
RUSSELL MASON

881 Davis Road

  
SAM MILLER

903 Davis Road

  
DENNIS PARKS

907 Davis Road

TIM STINE  
TIM STINE

887 Davis Road

004-48-0128

DONALD STRICKLAND  
DONALD STRICKLAND

897 Davis Road

THE STATE OF TEXAS )

COUNTY OF HARRIS )

This instrument was acknowledged before me on the 25<sup>th</sup> day of March, 1986, by Allen Walton of AMERICAN MORTGAGE CO., as attorney-in-fact on behalf of SAVERS FEDERAL SAVINGS & LOAN.

Elsie L. Scrutcher  
Notary Public in and for State of Texas

Printed Name of Notary:

Elsie L. ScrutcherMy Commission Expires: 8-27-99

THE STATE OF TEXAS )

COUNTY OF HARRIS )

This instrument was acknowledged before me on the 25<sup>th</sup> day of March, 1986, by Allen Walton of AMERICAN MORTGAGE CO., as attorney-in-fact on behalf of VIRGINIA BEACH SAVINGS & LOAN.

Elsie L. Scrutcher  
Notary Public in and for State of Texas

Printed Name of Notary:

Elsie L. ScrutcherMy Commission Expires: 8-27-99

THE STATE OF TEXAS )

COUNTY OF HARRIS )

This instrument was acknowledged before me on the 25<sup>th</sup> day of March, 1986, by JACK BASS.

Notary Public in and for State of Texas

Printed Name of Notary:

My Commission Expires:

THE STATE OF TEXAS )

COUNTY OF HARRIS )

This instrument was acknowledged before me on the 25<sup>th</sup> day of March, 1986, by DAVID CALLENDER.

Elsie L. Scrutcher  
Notary Public in and for State of Texas

Printed Name of Notary:

Elsie L. ScrutcherMy Commission Expires: 8-27-99



004-48-0129

THE STATE OF TEXAS )  
 )  
 COUNTY OF HARRIS )

This instrument was acknowledged before me on the 25<sup>th</sup> day of March, 1986, by WENDELL HARRICK.

Elsie L. Scrutcher  
 Notary Public in and for State of Texas  
 Printed Name of Notary:  
Elsie L. Scrutcher  
 My Commission Expires: 8-27-98

THE STATE OF TEXAS )  
 )  
 COUNTY OF HARRIS )

This instrument was acknowledged before me on the 25<sup>th</sup> day of March, 1986, by C. WAYNE HELMS.

Elsie L. Scrutcher  
 Notary Public in and for State of Texas  
 Printed Name of Notary:  
Elsie L. Scrutcher  
 My Commission Expires: 8-27-98

THE STATE OF TEXAS )  
 )  
 COUNTY OF HARRIS )

This instrument was acknowledged before me on the 25<sup>th</sup> day of March, 1986, by GEORGE HERTZBERG.

Elsie L. Scrutcher  
 Notary Public in and for State of Texas  
 Printed Name of Notary:  
Elsie L. Scrutcher  
 My Commission Expires: 8-27-98

THE STATE OF TEXAS )  
 )  
 COUNTY OF HARRIS )

This instrument was acknowledged before me on the 25<sup>th</sup> day of March, 1986, by JACK JONES.

Elsie L. Scrutcher  
 Notary Public in and for State of Texas  
 Printed Name of Notary:  
Elsie L. Scrutcher  
 My Commission Expires: 8-27-98

004-48-0130

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on the 25<sup>th</sup> day of March, 1986, by RUSSELL MASON.



*Elsie L. Scrutcher*

Notary Public in and for State of Texas


Printed Name of Notary:

*Elsie L. Scrutcher*

My Commission Expires: 8-27-88

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on the 25<sup>th</sup> day of March, 1986, by SAM MILLER.



*Elsie L. Scrutcher*

Notary Public in and for State of Texas

Printed Name of Notary:

*Elsie L. Scrutcher*

My Commission Expires: 8-27-88

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on the 25<sup>th</sup> day of March, 1986, by DENNIS PARKS.

*Elsie L. Scrutcher*

Notary Public in and for State of Texas

Printed Name of Notary:

*Elsie L. Scrutcher*

My Commission Expires: 8-27-88

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on the 25<sup>th</sup> day of March, 1986, by TIM STONE.

*Elsie L. Scrutcher*

Notary Public in and for State of Texas

Printed Name of Notary:

*Elsie L. Scrutcher*

My Commission Expires: 8-27-88

004-48-013T

THE STATE OF TEXAS     )  
                                  )  
COUNTY OF HARRIS     )

This instrument was acknowledged before me on the 2 day of March, 1986, by DONALD STRICKLAND.

*Elsie L. Scrutcher*  
Notary Public in and for State of Texas  
Printed Name of Notary:  
*Elsie L. Scrutcher*  
My Commission Expires: 8-27-88

FILED FOR RECORD  
APR 2 9 46 AM '86

*My Comm. Expires*  
COUNTY CLERK, HARRIS COUNTY, TEXAS

STATE OF TEXAS                      COUNTY OF HARRIS  
I hereby certify that the foregoing was filed on the  
date and time stamped herein by me and was duly recorded  
in the Official Public Records of said County of Harris  
County, Texas on

APR 2 1986



*Elsie L. Scrutcher*  
COUNTY CLERK, Harris County, Texas

THIRD AMENDMENT OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR NANTUCKET LANDING

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Nantucket Landing (hereinafter the "Declaration") was executed on February 28, 1983 and recorded in the Official Records of Real Property of Galveston County, Texas under County Clerk's File No. 8308673 and Film Code No. 002-15-1624, et seq.;

WHEREAS, the First Amendment of Declaration of Covenants, Conditions and Restrictions for Nantucket Landing was executed on March 25, 1986 and recorded in the Official Records of Real Property of Galveston County, Texas under County Clerk's File No. 8611733 and Film Code No. 004-48-0126, et seq.;

WHEREAS, Article XIV, Section 3 of the Declaration of Covenants, Conditions and Restrictions for Nantucket Landing provides that it can be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots; and

WHEREAS, the undersigned owners of not less than seventy-five percent (75%) of the lots within Nantucket Landing desire to amend various portions of the restrictive covenants.

NOW THEREFORE, Article I, Section 4, is hereby amended to read as follows:

Section 4. "Common Area" shall mean and refer to all portions of the Property other than Lots and Boat Slips which are or will be owned by the Association for the common use and enjoyment of the members of the Association, consisting of parking areas, driveways, two feet (2') wide walkways extending between Boat Slips, and other areas designated as common areas on the plat of Nantucket Landing referred to above; and all improvements and structures, or any part thereof, for which the Association has the obligation or responsibility for maintaining, including but not limited to exterior walls, foundations, and roofs.

NOW THEREFORE, Article II, Section 1 (d), is hereby amended to read as follows:

Section 1 (d). The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving, repairing, and maintaining the Common Area. The rights of any such mortgagee in the Common Area shall be subordinate and inferior to the rights of the Owners hereunder. However, the Association, with the written consent of not less than seventy-five percent (75%) of the Owners, have the right to pledge its rights to maintenance assessments to service its debts.

NOW THEREFORE, Article IV Section 3, is hereby amended to read as follows:

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Common Area and exterior maintenance of the Lots and the Townhomes as herein provided. Assessments shall include, but are not limited to, funds to cover actual costs and expenses to the Association for all taxes, insurance, repair, renovation, replacement, and maintenance of the Common Area, including the establishment and maintenance of a reserve for repair, maintenance, taxes, and other charges as specified herein. However, the Association, with the written consent of not less than seventy-five percent (75%) of the Owners, shall have the right to pledge its rights to maintenance assessments to service its debts.

NOW THEREFORE, Article IV Section 6, is hereby amended to read as follows:

Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written, electronic, or hand-delivered notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirements.

NOW THEREFORE, Article XIV Section 8, is hereby amended to read as follows:

Section 8. Notices. All notices, demands or other notices intended to be served upon any Owner shall be sent by electronic notice (e-mail or otherwise), hand-delivered, or by being sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the Lot number and building address of such Owner. All notices, demands or other notices intended to be served upon the Board of Directors of the Association, or the Association, shall be sent by ordinary or certified mail, postage prepaid, to the business address of the Association's manager, or if none, to the address of the Association's registered agent on file with the Secretary of State of Texas.

NOW THEREFORE, Article XV Section 5 (b), is hereby amended to read as follows:

Section 5. Consent to Certain Matters.

(b) by act or omission seek to abandon, partition, subdivide, sell or transfer the Common Area; provided, however, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Properties shall not be deemed a transfer within the meaning of this clause;

Nothing herein is intended to alter, modify or amend the Declaration, except as specifically provided hereinabove.

IN WITNESS WHEREOF, we, the undersigned Owners of at least seventy-five percent (75%) of the lots in Nantucket Landing, have executed this Amendment, effective as of the 1 day of February, 2005.

NANTUCKET LANDING ASSOCIATION,  
INC.

By: Robert A. Norris  
Robert A. Norris  
President of the  
Board of Directors

THE STATE OF TEXAS §  
§  
COUNTY OF GALVESTON §

This instrument was acknowledged before me, on the 8 day of  
February, 2002, by Robert A. Norris, President of  
the Board of Directors of Nantucket Landing Association, Inc., a Texas Non-Profit  
Corporation.



[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

891 <u>[Signature]</u> (Signature) 891 Davis Rd	<u>Barbara A. Hartenberger</u> (Print Name) 02/01/05
887 <u>[Signature]</u> (Signature) 887 Davis Rd	<u>Robert P. Zanetti</u> (Print Name) Feb 1, 2005
882 <u>James W. Neathery</u> (Address) 882 Davis Rd	<u>James W. Neathery</u> (Date) Feb 1, 2005
875 <u>[Signature]</u> 875 Davis Rd	<u>Julietie Norris</u> Feb 1, 2005

877 877 Davis Road Feb 3, 2005  
(Address) Keith R Kreider (Date) Keith R Kreider

879 [Signature] 02/01/05 Joe Sparks  
(Signature) 879 Davis Rd, (Print Name)

880 [Signature] Proxy for William Patterson William Patterson  
(Signature) (Print Name) 2/01/05

883 [Signature] KENNEDY Cullen/John  
(Address) 883 Davis Rd (Date) 2/1/05

884 [Signature] Richard S. Haddon  
(Signature) 884 Davis Rd (Print Name) R. Feb 1, 2005

885 [Signature] William Falconer  
(Signature) 885 Davis Rd, (Print Name) 2/1/05

886 [Signature] Mark D. Ellis  
(Address) 886 Davis Rd, (Date) 02/01/05

888 [Signature] Thomas Auer  
(Signature) 888 Davis Rd (Print Name) 2/1/05

890 [Signature] Joe T. [Signature] Joe T. [Signature]  
(Signature) 890 Davis Rd (Print Name) Feb 1, 2005

901 [Signature] ROBERT S. Kurelik, Jr.  
(Address) 901 Davis Rd (Date) 2-3-05



892	(Signature) <u>Maynard Howard</u>	(Print Name) <u>MAYNARD HOWARD</u>
893	(Address) <u>893 DAVIS RD</u>	(Date) <u>FEB 1, 2005</u>
894	(Signature) <u>Richard M. Bjoer</u>	(Date) <u>3 FEB 2005</u>
895	(Signature) <u>Larry C. Jones</u>	(Print Name) <u>LARRY C. JONES</u>
896	(Address) <u>895 DAVIS RD</u>	(Date) <u>FEB 01, 2005</u>
897	(Signature) <u>Tracy Onken</u>	(Print Name) <u>TRACY ONKEN</u>
898	(Address) <u>896 Davis Rd, League City TX 77573</u>	(Date) <u>FEB 01 2005</u>
899	(Signature) <u>Grant Graylock</u>	(Print Name) <u>GRANT GRAYLOCK</u>
900	(Address) <u>897 Davis Rd, League City TX 77573</u>	(Date) <u>2/1/05</u>
901	(Signature) <u>Jacquelyn J. Haskins</u>	(Print Name) <u>JACQUELYN J. HASKINS</u>
902	(Address) <u>903 DAVIS RD</u>	(Date) <u>2/3/2005</u>
903	(Signature) <u>John Turata</u>	(Print Name) <u>JOHN TURATA</u>
904	(Address) <u>905 DAVIS RD.</u>	(Date) <u>01 FEB 2005</u>
905	(Signature) <u>Martin S. Bressler</u>	(Print Name) <u>MARTIN S. BRESSLER</u>
906	(Address) <u>893 Davis Rd</u>	(Date) <u>05/02/05</u>
907	(Signature) <u>Ute P. Holch</u>	(Print Name) <u>UTE P. HOLCH</u>
908	(Address) <u>907 Davis Rd</u>	(Date) <u>02/01/05</u>
909	(Signature) <u>Brian T. Turek</u>	(Print Name) <u>BRIAN T. TUREK</u>
910	(Address) <u>909 DAVIS RD.</u>	(Date) <u>02/01/05</u>

Mail to: Charles M. Jordan  
 17044 El Camino Real  
 Houston, TX 77058 **PAID**

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

*Mary Ann Daugh*

2005 MAR 01 01:35 PM 2005012656

YOUNG, P \$24.00  
Mary Ann Daugh, COUNTY CLERK  
GALVESTON, TEXAS



**ADDITIONAL DEDICATORY INSTRUMENTS**  
**for**  
**NANTUCKET LANDING ASSOCIATION, INC.**

THE STATE OF TEXAS       §  
  §  
COUNTY OF GALVESTON   §

BEFORE ME, the undersigned authority, on this day personally appeared Maynard Horland, who, being by me first duly sworn, states on oath the following:

"My name is MAYNARD HORLAND. I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

"I am the Secretary of NANTUCKET LANDING ASSOCIATION, INC. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

**RESOLUTION REGARDING EXTERIOR FLOOD INSURANCE**  
**NANTUCKET LANDING ASSOCIATION, INC.**

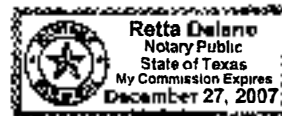
DATED this 13 day of March, 2007.

NANTUCKET LANDING ASSOCIATION, INC.

BY: [Signature]  
Maynard Horland, Secretary

SUBSCRIBED AND SWORN TO BEFORE ME by the said Maynard Horland, on  
this the 13 day of March, 2007

Retta Delano  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



THE STATE OF TEXAS

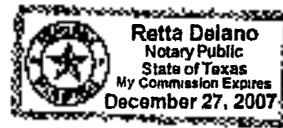
§

COUNTY OF GALVESTON

§

THIS INSTRUMENT was acknowledged before me on this the 13 day of March, 2007, by the said Raymond Holland, Secretary of NANTUCKET LANDING ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

Retta Delano  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



After Recording Return To:  
Daughtry & Jordan, P.C.  
17044 El Camino Real  
Houston, Texas 77058

**RESOLUTION REGARDING EXTERIOR FLOOD INSURANCE  
NANTUCKET LANDING ASSOCIATION, INC.**

WHEREAS, NANTUCKET LANDING ASSOCIATION, INC. (hereinafter the "ASSOCIATION") has the authority under Texas Property Code Section 204.010(6) to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision,

WHEREAS, Texas Property Code Section 204.010(18)(A) authorizes a property owners' association to implement architectural control guidelines for its own use;

WHEREAS, the ASSOCIATION has the power under Article VII of the Declaration of Covenants, Conditions and Restrictions, (hereinafter the "DECLARATION") filed of record under County Clerk's File No.8308673 to do anything necessary to keep the property, both private and common, in the SUBDIVISION in neat and good order;

WHEREAS, it is the desire of the Board of Directors to obtain exterior flood insurance for each individual unit;

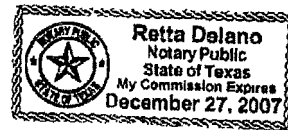
NOW THEREFORE, BE IT RESOLVED THAT the following rules are hereby adopted:

1. Each individual townhome owner shall obtain exterior flood insurance
2. Premiums for each individual townhome's exterior flood insurance shall be a common expense payable from property assessments, as is currently the case for the Association's premiums for general liability insurance and other such insurance
3. In accordance with Article V, § 2 of the Declaration, the exterior flood insurance policies shall name as insureds the mortgagee as well as the Association, as trustee for each townhome owner
4. In accordance with Article V, § 2 of the Declaration, in the event of payment of a claim, any proceeds paid in respect of the exterior flood insurance shall be held and disbursed by the Board of Directors.
4. In accordance with Article VI, § 1 of the Declaration, the Association shall contract to repair or reconstruct the damaged portion of the townhome(s)
5. In accordance with Article VI, § 2 of the Declaration, any funds remaining after the repair, shall be retained by the Board of Directors as part of the Association's funds
6. This Resolution applies only for exterior flood insurance. Each individual townhome owner shall be responsible for obtaining any personal property insurance or casualty insurance for his/her townhome.

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF GALVESTON   §

THIS INSTRUMENT was acknowledged before me on this the 13 day of March, 2007, by the said Maynard Ireland, Secretary of NANTUCKET LANDING ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

Retta Delano  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



After Recording Return To  
Daughtry & Jordan, P.C.  
17044 El Camino Real  
Houston, Texas 77058

SECRETARY'S CERTIFICATE OF ADOPTION OF  
RESOLUTION BY BOARD OF DIRECTORS

I, Maynard Howard the Secretary of NANTUCKET LANDING  
ASSOCIATION, INC., certify that:

I am the duly qualified and acting Secretary of NANTUCKET LANDING ASSOCIATION,  
INC., a duly organized and existing Texas Non-Profit Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of such  
Corporation at a meeting that was legally held on the date indicated thereon and entered in the  
minutes of the meeting which are contained in the minute book of the Corporation. Said Resolution  
is attached and incorporated herein.

The attached Resolution is in conformity with the articles of incorporation and bylaws of the  
Corporation, has never been modified or repealed, and is in full force and effect.

Dated: 3-13-07, 2007.

Maynard Howard  
Secretary

State of Texas

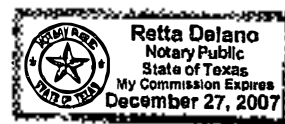
County of Galveston

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Before me the undersigned authority, personally appeared Maynard Howard, known to  
me to be the person whose name was subscribed in my presence to the foregoing instrument, and to  
be the Secretary of NANTUCKET LANDING ASSOCIATION, INC., and who acknowledged to me  
that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 13 day of March, 2007

Retta Delano  
Notary Public in and for the State of Texas



AGREED TO THIS the 9<sup>th</sup> day of MARCH, 2007, by the undersigned  
Directors of the Association:

B.O. Ngien Pres.

Mary Ann Daigle

John R. Smith

Charles

W. H. H.

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2007031399

May 15, 2007 09 18 57 AM

FEE \$36.00

Mary Ann Daigle, County Clerk  
Galveston County, TEXAS



**RESOLUTION REGARDING LATE FEES  
ON MAINTENANCE ASSESSMENT ACCOUNTS  
NANTUCKET LANDING ASSOCIATION, INC.**

**WHEREAS** the Board of Directors of NANTUCKET LANDING ASSOCIATION, INC. (hereinafter the "ASSOCIATION") is responsible for the enforcement of the Covenants, Conditions and Restrictions, Bylaws and Rules for the community;

**WHEREAS**, the ASSOCIATION has the power under Article VII of the Declaration of Covenants, Conditions and Restrictions, (hereinafter the "DECLARATION") filed of record under County Clerk's File No.8308673 to do anything necessary to keep the property, both private and common, in the subdivision in neat and good order;

**WHEREAS** the Board of Directors of the Association is responsible for the collection of the maintenance assessments as set forth in Article IV of the Declaration;

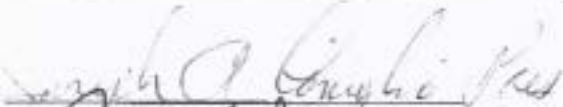
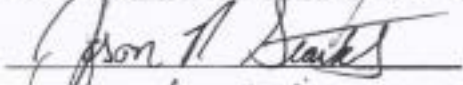
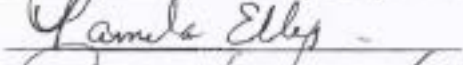

**WHEREAS** the Board of Directors of the Association has found it necessary to impose a late fee of \$50 per month for late payments of regular assessments to its maintenance fee account;

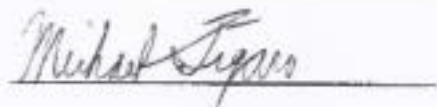
**WHEREAS** if a property owner is in violation of the covenants, conditions and restrictions because the owner is late in paying their maintenance assessment, it is the responsibility of that homeowner to pay a late fee;

**WHEREAS** Chapter 204.010 (10) of the Texas Property Code gives a property owner's association, acting through its board of directors authority to impose late charges for the late payment of regular assessments.

**NOW THEREFORE, BE IT RESOLVED THAT** that NANTUCKET LANDING ASSOCIATION, INC., to the extent allowed by law will charge a property owner a late fee of \$50 per month if the property owner fails to pay the required maintenance assessment on time as set forth in the dedicatory documents of the Association.

**AGREED TO THIS** the 15 day of April, 2009, by the undersigned Directors of the association: -

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL DEDICATORY INSTRUMENT for**  
**NANTUCKET LANDING ASSOCIATION, INC.**

THE STATE OF TEXAS

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§

COUNTY OF GALVESTON

Gina Urick BEFORE ME, the undersigned authority, on this day personally appeared  
Gina Urick, who, being by me first duly sworn, states on oath the following:

"My name is Gina Urick, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

"I am the Secretary of NANTUCKET LANDING ASSOCIATION, INC. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

**RESOLUTION REGARDING LATE FEES**  
**ON MAINTENANCE ASSESSMENT ACCOUNTS**  
**NANTUCKET LANDING ASSOCIATION, INC.**

DATED this 15<sup>th</sup> day of April, 2009.

NANTUCKET LANDING ASSOCIATION, INC.

BY: Gina Urick

Secretary

Gina Urick  
Printed Name

THE STATE OF TEXAS

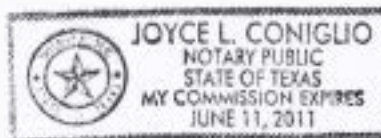
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COUNTY OF GALVESTON

THIS INSTRUMENT was acknowledged before me on this the 15<sup>th</sup> day of APRIL, 2009, by the said Gina Urick, Secretary of NANTUCKET LANDING ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

After Recording Return To:  
Daughtry & Jordan, P.C.  
17044 El Camino Real  
Houston, Texas 77058



**SECRETARY'S CERTIFICATE OF ADOPTION OF  
RESOLUTION BY BOARD OF DIRECTORS**

I, Gina Vick, the Secretary of NANTUCKET LANDING ASSOCIATION, INC., certify that:

I am the duly qualified and acting Secretary of NANTUCKET LANDING ASSOCIATION, INC., a duly organized and existing Texas Non-Profit Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of such Corporation at a meeting that was legally held on the date indicated thereon and entered in the minutes of the meeting which are contained in the minute book of the Corporation. Said Resolution is attached and incorporated herein.

The attached Resolution is in conformity with the articles of incorporation and bylaws of the Corporation, has ~~never~~ been modified or repealed, and is in full force and effect.

Dated: April 15, 2009.

Gina Vick  
Secretary  
Gina Vick  
Printed Name

State of Texas

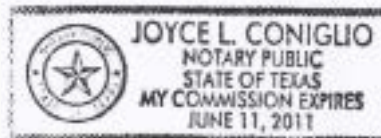
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County of Galveston

Before me the undersigned authority, personally appeared Gina Vick, known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the Secretary of NANTUCKET LANDING ASSOCIATION, INC., and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 15<sup>th</sup> day of APRIL, 2009.

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



SUPPLEMENT TO DEDICATORY INSTRUMENTS  
FOR  
NANTUCKET LANDING ASSOCIATION, INC.

STATE OF TEXAS }

COUNTY OF GALVESTON }

DOCUMENTS GOVERNING THE FOLLOWING SUBDIVISION:

NANTUCKET LANDING - plat recorded at Volume 17, Page 29  
of the Real Property Records of Galveston County, Texas.

FILED OF RECORD IN COMPLIANCE WITH SECTION 202.006 OF THE TEXAS  
PROPERTY CODE, AS PART OF THE DEDICATORY INSTRUMENTS GOVERNING THE  
ABOVE-DESCRIBED SUBDIVISION

**RESOLUTION REGARDING  
ADOPTION OF STATUTORY POLICIES  
AND GUIDELINES  
NANTUCKET LANDING ASSOCIATION  
A TEXAS NON-PROFIT CORPORATION**

WHEREAS, the By-Laws governing Nantucket Landing Association ("the Association"), as well as the pertinent provisions of the Texas Property Code, and the Texas Non-Profit Corporation Act (Business Organizations Code), authorize the Association, acting through its Board of Directors, to exercise all powers reasonable and necessary for the governance and operation of the Association;

WHEREAS, the Texas State Legislature recently enacted certain statutes applicable to community associations throughout the State of Texas, including a requirement that certain policies and procedures be adopted by each such organization, and that such policies be recorded in the office of the County Clerk as a dedicatory instrument, in accordance with Section 202.006 of the Texas Property Code; and,

WHEREAS, the Board of Directors desire to adopt those policies and procedures as specified below, and which shall be attached hereto and recorded in the office of the County Clerk, in accordance with the recent legislation.

NOW, THEREFORE, BE IT RESOLVED that the following policies and guidelines are hereby adopted in accordance with the requirements of Chapter 209 of the Texas Property Code:

- ☒ Collection Policy
- ☒ Document Retention Policy
- ☒ Document Production and Copying Policy
- ☐ Roofing Guidelines
- ☐ Religious Items Guidelines
- ☐ Solar Devices Guidelines
- ☐ Flag Guidelines
- ☐ Rainwater Systems and Drought Resistant Landscaping Guidelines

This Resolution Regarding Adoption of Policies is hereby adopted on behalf of the Association, and in accordance with the mandate of Chapter 209 of the Texas Property Code.

Adopted on this 24 day of June <sup>20</sup>July, 2015.

NANTUCKET LANDING ASSOCIATION

Pamela Ellis  
Signature

Pamela Ellis

President  
Print Name

Position

Gina Urick  
Signature

Gina Urick

Print Name

Vice president

Position

Michael Rogers  
Signature

Michael Rogers  
Print Name

Treasurer  
Position

Pamela Urick  
Signature

Laura Allen  
Print Name

Secretary

Position

Bryan DeLong  
Signature

Bryan DeLong  
Print Name

Board member

Position

Signature

Print Name

Position

Signature

Print Name

Position

Signature

Print Name

Position

Signature

Print Name

Position

Signature

Print Name

Position

STATE OF TEXAS

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COUNTY OF GALVESTON

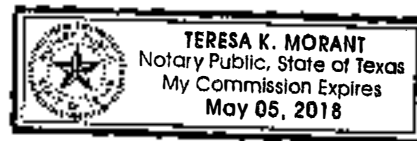
Before me, the undersigned authority, on this day personally appeared All Board Members  
All Board Positions (position) of Nantucket Landing Association, a Texas non-profit corporation,  
known to me to be the person and officer whose name is subscribed to the foregoing instrument and  
acknowledged to me that he/she had executed the same as the act of said entity for the purpose and  
consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 24 day of June July <sup>(initials)</sup> 2015.



Teresa K. Morant  
Notary Public, State of Texas

Teresa K. Morant  
Printed Name



## NANTUCKET LANDING ASSOCIATION COLLECTION AND PAYMENT PLAN POLICY

### Purpose:

The Board of Directors recognizes the importance of collecting the annual maintenance fees and related charges which promote the health, recreation and welfare of the members and their properties, as well as subdivision common areas, amenities, and associated facilities. The purpose of this policy is to ensure that Association dues and related charges are collected in a timely manner.

### Policy:

The Board of Directors will establish association dues each year. An assessment invoice or similar notification shall be mailed to each Member in either November or early December stating the amount due. It is the responsibility of each respective member / property owner to notify the Management Company or a Director if an assessment invoice is not received by the Member by December 31<sup>st</sup>.

Payment deadline of the annual Association dues is expected on or before January 1<sup>st</sup> of each successive calendar year. A 30-day grace period (until January 31<sup>st</sup>) is automatically granted to all Members. During this grace period, late fees and interest shall not accrue against an account, unless a delinquency exists from a previous year. As of February 1, an assessment or any portion thereof that is delinquent shall incur interest at the maximum legal rate. All delinquent accounts may be assessed a reasonable late charge, provided such a late charge is properly adopted by the Association. Assessments may be collected on a monthly basis, whereby installments of 1/12 of the annual assessment is paid on or before the first day of each successive calendar month. Grace period(s) for monthly installments, if any, may be established by the Board of Directors, from time to time, as the Board deems appropriate.

The Management Company may send one or more letters (following the grace period) notifying the member / property owner of the delinquency, in accordance with Board instructions. The final letter shall be sent via certified mail, return receipt requested, and a copy sent by regular mail. Such final letter shall include the language required by Chapter 209 of the Texas Property Code, whereby the owner shall be notified of the owner's right to appear before the Board of Directors, and shall be notified of the fact that additional fees and costs will likely be added to an account which is eventually referred to an attorney for collection. By March of a respective year, the member / property owner shall have been sent at least one delinquency notice. The owner shall be responsible for all postage costs associated with the delinquent notice(s) that are sent. The non-payment of any one (1) monthly installment shall be considered a delinquency.

The Association shall permit delinquent homeowners to pay all amounts, delinquent or otherwise, owing to the Association by way of a monthly payment plan. A reasonable fee shall be assessed to the owner's account for preparation of the payment plan, along with a monthly administrative fee of a reasonable amount, for each payment received and processed. For the duration of the payment plan, interest will continue to accrue against the delinquent assessments appearing on the account, however, late fees and/or collection costs will be waived during the duration of the payment plan. The minimum term of a payment plan shall be three (3) months, and the maximum term shall be eighteen (18) months. Should a homeowner fail to honor the terms of a payment plan, the Association is not required to offer such homeowner any additional payment plan, for a period of two (2) years, from and after the date of such owner's default under the original plan.

Members / property owners who have not paid their annual assessments in a timely manner shall be referred to the Association's attorney for appropriate collection efforts. The owner shall be responsible for all legal fees associated with delinquent assessments, as well as any other outstanding balance. In the event that dues and related charges remain delinquent after the attorney's demand letter, the attorney shall be authorized to bring such legal action as is appropriate in a Court of competent jurisdiction, seeking judgment against the



property owners, as well as such other relief at law and/or in equity as is deemed necessary and appropriate. Formal legal action shall be brought against those owners and/or properties sustaining a delinquent balance and/or which accounts reflect assessments and related charges which are overdue, after a vote of the Board of Directors to proceed with such legal action, which vote shall be conducted at a regular or special meeting of the Board, after proper notice to owners in accordance with the Texas Property Code, and the results of such vote shall be reflected in the minutes of the meeting.

#### Priority of Payments

Payments shall be applied in the following order:

1. Any delinquent assessment;
2. Any current assessment;
3. Any attorney's fees or 3<sup>rd</sup> party collection costs incurred by the Association related to efforts to collect assessments or any other charge that could provide basis for foreclosure;
4. Any attorney's fees not subject to (3);
5. Any fines assessed by the Association; and
6. Any other amount owed to the Association.

Exception, if an Owner is in default on a payment plan, the Association is not required to apply any payment in the above specified order of priority.

Adopted by Resolution of the Board of Directors on this 24 day of July, 2015.

Signed: \_\_\_\_\_

Kamela Miller

Jim Up

Michael Stigler

James Wilson

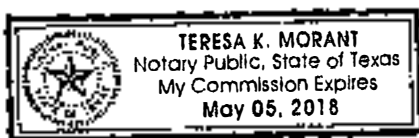
Bryan D. Jones

STATE OF TEXAS

COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared All Board Members All Board Positions (position) of Nantucket Landing Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 24 day of July, 2015.



Teresa K. Morant  
Notary Public, State of Texas

Teresa K. Morant  
Printed Name

## NANTUCKET LANDING ASSOCIATION DOCUMENT PRODUCTION AND COPYING POLICY

This document sets forth the Nantucket Landing Association's general policy regarding the production of association records pursuant to the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Nantucket Landing Association, as well as applicable State and Federal laws.

1. **Records in General.** The Association shall make the books and records of the association, including financial records, open to and available for examination by an owner, or a person designated in a writing signed by the owner as the owner's agent, attorney or certified public accountant, in accordance with Section 209.005 of the Texas Property Code.
2. **Attorney's Records Exception.** Attorney's files and records relating to the Association, excluding invoices requested by an owner under TPC Section 209.008(d), are not records of the Association and are not subject to inspection by the owner.
3. **Parties Entitled to Request Records.** An owner, or a person designated in a writing signed by the owner as the owner's agent, attorney or certified public accountant, in accordance with Section 209.005 of the Texas Property Code. To ensure a writing designating an owner's agent is authentic, the owner must include a copy of his/her photo ID or have the designation notarized.
4. **Request for Records.** A party described in Section 3 above must submit a written request for access to, or information contained within, the Association records, by certified mail, with sufficient detail describing the Association's books and records requested, to the Association's managing agent at 114 Slossen Street, Webster, Texas 77598. The person requesting the records must state in the request whether they are requesting to inspect the books and records prior to obtaining copies, or if they are requesting to have the Association forward copies of the requested books and records. If requesting to have the Association forward copies of the requested records and books the letter must indicate the format requested and method of delivery requested.
  - a. Upon receipt of a proper request, the Association shall, on or before the 10<sup>th</sup> business day, after the date the Association receives the request, send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association; or
  - b. If copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the association, produce the requested books and records for the requesting party on or before the 10<sup>th</sup> business day after the date the Association receives the request, and any required advance payment has been received.
5. **Format.** The Association may produce the requested books and records in hard copy, electronic, or other format reasonably available to the association.
6. **Method of Delivery** Email, certified mail, facsimile or pick-up.
7. **Delay in Delivery.** If the Association is unable to produce, or make available for review, the requested books and records on or before the 10<sup>th</sup> business day after receipt of a request, the Association will provide in writing to the requestor notice of its inability to produce the requested books and records within the proscribed period of time, and the date by which the books and records will be available, to be no later than the 15<sup>th</sup> business day after the date of notice given by the association.
8. All costs related to a Request for Production will be passed on to the Owner making the request, and must be paid at the time of production.

**9. Records Not Available for Inspection.**

- a. the financial records associated with an individual owner; and
- b. deed restriction violation details for an individual owner; and
- c. personal information, including contact information other than an address for an individual owner; and
- d. attorney files and records in the possession of the attorney; and
- e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

**10. Costs for Production Request.**

Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy. The Association may charge an owner for the compilation, production or reproduction of books and records requested by the owner or the owner's representative, which cost may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rate(s) provided for in Section 70.3 of the Texas Administrative Code, as such section of the Code currently exists or as it may hereafter be amended.

- 11. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
- 12. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
- 13. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

**14. Fees and Charges:**

- a. Compilation/Production Fee: \$15.00 per hour, to be no less than \$30.00 charge for each examination request; production or inspection.

b. Copies: The following charges shall apply unless otherwise dictated by the state Attorney General or the Texas Administrative Code:

- i. black and white 8½"x11" single sided copies ... \$0.10 each
  - ii. black and white 8½"x11" double sided copies ... \$0.20 each
  - iii. color 8½"x11" single sided copies ... \$0.50 each
  - iv. color 8½"x11" double sided copies ... \$1.00 each
  - v. PDF images of documents ... \$0.10 per page
- c. **Compact Disk** ... \$1.00 each
- d. **Mailing supplies** ... \$1.00 per mailing
- e. Postage: cost
- f. Other supplies: cost
- g. Third party fees: cost

Adopted by Resolution of the Board of Directors this 24 day of July, 2015.

Signed: [Signature] \_\_\_\_\_  
[Signature] \_\_\_\_\_  
[Signature] \_\_\_\_\_  
[Signature] \_\_\_\_\_  
[Signature] \_\_\_\_\_

STATE OF TEXAS                   §  
   §  
COUNTY OF GALVESTON       §

Before me, the undersigned authority, on this day personally appeared All Board Members  
All Board Positions (position) of Nantucket Landing Association, a Texas non-profit corporation,  
known to me to be the person and officer whose name is subscribed to the foregoing instrument and  
acknowledged to me that he/she had executed the same as the act of said entity for the purpose and  
consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 24 day of July, 2015



[Signature]  
Notary Public, State of Texas

Teresa K. Morant  
Printed Name

**NANTUCKET LANDING ASSOCIATION  
DOCUMENT RETENTION POLICY**

This document sets forth the Nantucket Landing Association's general policy regarding the retention of all documents created, produced and/or utilized by the Association.  
The Association shall follow the document retention policy described below:

**1. Permanently Retained Documents.**

- a. Certificate of Formation / Articles of Incorporation, and all amendments thereto;
- b. Bylaws of the Association, and all amendments thereto;
- c. Declaration of Covenants, Conditions and Restrictions for all Sections of the subdivisions governed by Nantucket Landing Association, and all amendments, supplements, annexation agreements and other documents related thereto.

**2. Documents Retained for Not Less than Seven (7) Years.**

- a. Financial books;
- b. Financial records;
- c. Minutes of the meetings of the owners;
- d. Minutes of the meetings of the board;
- e. Tax returns;
- f. Audit records.

**3. Documents Retained for Not Less than Five (5) Years**

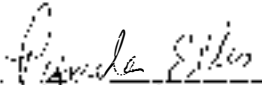
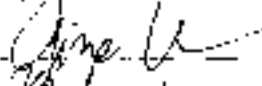
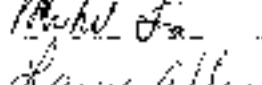
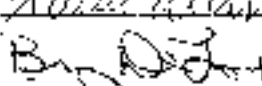

- a. Account records of all current owners;

**4. Documents Retained for Not Less than Four (4) Years**

- a. All contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term. All records of decisions reached by the Board of Directors and/or Architectural Committee regarding applications, variances, waivers and/or related matters associated with individual properties.

Adopted by Resolution of the Board of Directors on July 24, 2015.

Signed:

	_____
	_____
	_____
	_____
	_____

AFFIDAVIT REGARDING AUTHENTICITY OF DOCUMENTS

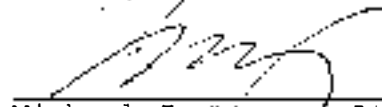
STATE OF TEXAS       |

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON |

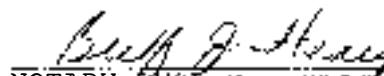
THAT the foregoing and attached documents entitled "Resolution Regarding Adoption of Statutory Policies and Guidelines Nantucket Landing Association", "Nantucket Landing Association Collection and Payment Plan Policy", "Nantucket Landing Association Document Production and Copying Policy", and "Nantucket Landing Association Document Retention Policy" are original documents which were adopted in connection with the operation and administration of the Nantucket Landing Association, Inc., and all of the properties governed thereby. The signatures appearing on said documents are original and authorized signatures of the Board of Directors of Nantucket Landing Association, Inc., and all documents attached hereto were duly and properly adopted by said Board of Directors, and are original documents which are kept in the ordinary course of business of Nantucket Landing Association, Inc. The attached items constitute supplements to the Association's "dedicatory instrument," as such term is defined within Section 202.001(1) of the Texas Property Code. The foregoing and attached documents are hereby filed/recorded in compliance with the mandate of Section 202.006 of the Texas Property Code.

All facts recited and statements made herein are true, correct and in all respects accurate."

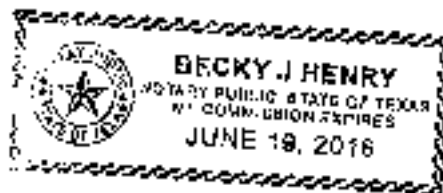


Michael J. Treece, Attorney  
for Nantucket Landing Association, Inc.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 28<sup>th</sup> day of July, 2015.

  
NOTARY PUBLIC - STATE OF TEXAS

After Filing  
Please Return to:  
Treece Law Firm  
1020 Bay Area Blvd.  
Suite 200  
Houston, Texas 77058



STATE OF TEXAS

§  
§  
§

COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared All Board Members  
All Board Members (position) of Nantucket Landing Association, a Texas non-profit corporation,  
known to me to be the person and officer whose name is subscribed to the foregoing instrument and  
acknowledged to me that he/she had executed the same as the act of said entity for the purpose and  
consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 24 day of July, 2015.



Teresa K. Morant  
Notary Public, State of Texas

Teresa K. Morant  
Printed Name

## FILED AND RECORDED

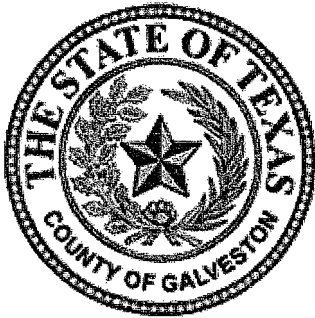
Instrument Number: 2015051317

Recording Fee: 70.00

Number Of Pages: 13

Filing and Recording Date: 08/11/2015 10:48AM

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.



A handwritten signature in cursive script, reading "Dwight D. Sullivan", written over a horizontal line.

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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

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



**FOURTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
NANTUCKET LANDING ASSOCIATION, INC.**

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

This Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions, is made on the date hereinafter set forth, by those parties listed below, and on the attached Acknowledgement and Consent documents.

**WITNESSETH:**

WHEREAS, that certain document entitled “DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS”, was recorded in the Galveston County Real Property Records on March 14, 1983, under Galveston County Clerk’s File No. 8308673 (the “Declaration”), which encumbered all properties located within the subdivision in Galveston County, Texas known as Nantucket Landing;

WHEREAS, NANTUCKET LANDING ASSOCIATION, INC., is charged with administering and enforcing the provisions of the Declaration;

WHEREAS, the Declaration was amended by that certain document entitled “FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NANTUCKET LANDING”, which instrument was recorded on April 2, 1986, under Galveston County Clerk’s File No. 8611733;

WHEREAS, the Declaration was subsequently amended by that certain document entitled “THIRD AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NANTUCKET LANDING”, which instrument was recorded on March 1,

2005, under Galveston County Clerk's File No. 2005012656;

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

WHEREAS, Section 209.0041 of the Texas Property Code provides that the Declaration may be amended by an affirmative vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment;

WHEREAS, the parties listed below on the attached Acknowledgement and Consent are owners of lots within Nantucket Landing and represent not less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the Declaration;

WHEREAS, it is the desire of parties listed below, and on the attached Acknowledgement and Consent documents to amend the Declaration by execution and/or adoption of this Fourth Amendment to Declaration of Covenants, Conditions and Restrictions;

NOW, THEREFORE, the undersigned parties, being owners of not less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on an amendment of the Declaration, whose signatures are attached hereto and incorporated herein by reference for all purposes, hereby adopt the following Fourth Amendment to Declaration of Covenants, Conditions and Restrictions (the "Fourth Amendment"). This Fourth Amendment to the Declaration shall replace and supersede only those provisions specifically delineated below. All provisions not amended herein are hereby ratified and confirmed in all respects. This instrument is to become effective upon its recordation in the office of the County Clerk, Real Property Records of Galveston County, Texas. All of the terms and provisions hereof shall encumber all properties within Nantucket Landing, and shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of

each owner thereof, as well as his/her successors and assigns.

## AMENDMENT

Article X, Section 1, of the Declaration is hereby deleted and replaced with the following:

**Section 1. Residential Use.** No Owner shall occupy or use his Lot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single-family residence for the Owner, his family, guests, and tenants, and no retail or commercial use shall be made of the same, or any portion thereof.

For the purposes of this Section 1, the term “private single-family residence” shall be deemed to prohibit any transient use, hotel use, extended guest use and/or short-term rentals. A minimum lease term of one (1) year is hereby imposed on all leases executed between an Owner and a tenant. Owners shall not be permitted to lease or rent any Townhome to any tenant for a lease term of less than one (1) year in duration. Any lease which provides a term of less than one (1) year shall constitute a short-term rental and shall constitute a violation of this provision, and which shall subject the Owner to such legal and/or enforcement action as the Association deems necessary and proper.

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

A violation of this Section 1 may result in the issuance of one or more “fines” against the offending Owner, as such fines are established, from time to time, by the Association’s Board of Directors. Owners shall be entitled to one written notification from the Association before a fine is levied in connection with any violation. If, after such written notification, an Owner continues to violate the “private single-family residence” requirement, such Owner may be assessed fines in an amount not to exceed \$1,000.00 per violation and \$100.00 for each additional day that such violation continues.

All fines assessed under this Section 1 shall be considered to be a part of the Association’s lien as provided for in Article ~~IV~~ of the Declaration, and shall be secured by such lien in all respects.


All buildings or structures on the Property shall be of new construction. An Owner who occupies his Townhome may use his Townhome for his own private incidental professional use as long as such use does not supersede the primary use of the Townhome as a private single-family residence, violate the “private single-family residence” requirement, or conflict with the intent of the Association to maintain an essentially residential community. This exception to strictly residential use shall

be narrowly defined and strictly enforced by the Board of Directors, and includes the use of a dwelling for such limited “incidental professional” purposes as an in-home office, and use of business-related telephones and internet, none of which shall include the presence of customers, clients, etc., within the home and which shall in no way increase vehicular traffic and/or parking within Nantucket Landing.

## ACKNOWLEDGEMENT AND CONSENT

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

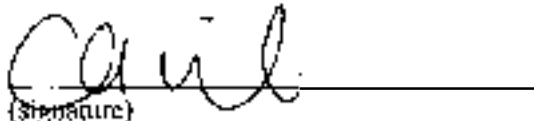
PROPERTY OWNER(S)

  
(signature)

Address 877 DAVIS ROAD  
LEAGUE CITY, TX 77573

Printed Name: DANIEL B. SCHWARZSACH  
Date: 22-AUG-18

PROPERTY OWNER(S)

  
(signature)

Address 898 Davis Rd  
League City, TX 77573

Printed Name: Candice Griemel  
Date: 27 Aug 18

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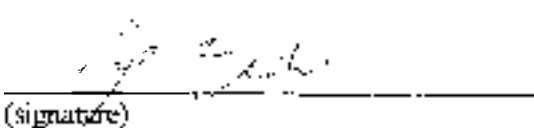
PROPERTY OWNER(S)

  
(signature)

Address 897 DAVIS RD  
League City, TX 77573

Printed Name: JEFF TAYLOR  
Date: 8-27-18

PROPERTY OWNER(S)

  
(signature)

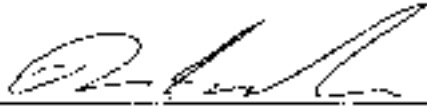
Address 857 Davis Rd

Printed Name: Robert P Leavelle  
Date: 8-26-18

## ACKNOWLEDGEMENT AND CONSENT

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

### PROPERTY OWNER(S)



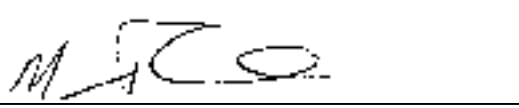
(signature)

Address 891 Davis  
Lagoon City, TX 77573

Printed Name: Roger Schreiber  
Date: 8-19-2018

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### PROPERTY OWNER(S)



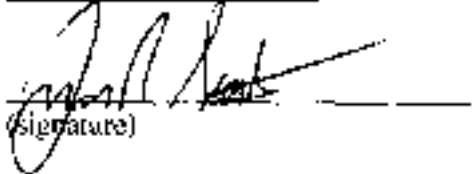
(signature)

Address 907 DAVIS RD

Printed Name: ALAN RUNNELS  
Date: 8/19/2018

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### PROPERTY OWNER(S)

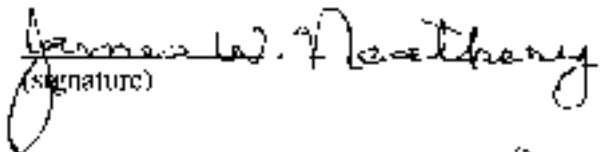


(signature)

Address 896 Davis Rd  
Lagoon City, TX 77573

Printed Name: Jason R. Stork  
Date: 08/19/2018

### PROPERTY OWNER(S)



(signature)

Address 882 Davis Rd  
Lagoon City, TX 77572

Printed Name: James W. Northrup  
Date: 8-19-2018

## ACKNOWLEDGEMENT AND CONSENT

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

### PROPERTY OWNER(S)

Pamela Ellis  
(signature)

Address 886 Davis Rd.  
League City, TX 77573

Printed Name: Pamela Ellis  
Date: 8-24-18

### PROPERTY OWNER(S)

J. P. C.  
(signature)

Address 897 Davis  
League City 77573

Printed Name: J. P. C.  
Date: 8/23/18

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### PROPERTY OWNER(S)

[Signature]  
(signature)

Address 893 Davis Rd.  
League City, TX

Printed Name: Thomas Falt  
Date: 8/24/18

### PROPERTY OWNER(S)

\_\_\_\_\_  
(signature)


Address \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## ACKNOWLEDGEMENT AND CONSENT

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

PROPERTY OWNER(S)

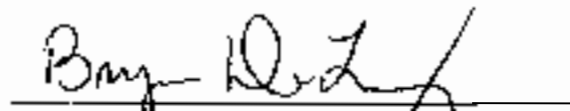
  
(signature)

Address 875 Davis Rd

Printed Name: John Sampson  
Date: 8-19-18

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\*\*\*\*\*

PROPERTY OWNER(S)

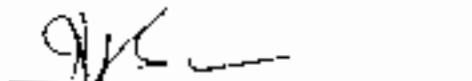
  
(signature)

Address 899 Davis Rd

Printed Name: Bryn DeLong  
Date: 8-19-18

\*\*\*\*\*  
\*\*\*\*\*

PROPERTY OWNER(S)

  
(signature)

Address 874 DAVIS RD

Printed Name: HARRISON SACKS  
Date: 8-19-18

PROPERTY OWNER(S)

  
(signature)

Address 881 Davis Rd

Printed Name: Joyce Coniglio  
Date: 8/19/18



## ACKNOWLEDGEMENT AND CONSENT

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

### PROPERTY OWNER(S)

C. J. Salzman  
(signature)

Address 903 Davis Rd.  
League City, TX 77573

Printed Name: Cheryl Salzman  
Date: 8/19/18

### PROPERTY OWNER(S)

Kevin Berkebile  
(signature)

Address 878 Davis Rd.  
League City, TX 77573

Printed Name: Kevin Berkebile  
Date: 8/20/18

\*\*\*\*\*  
\*\*\*\*\*

\*\*\*\*\*  
\*\*\*\*\*

### PROPERTY OWNER(S)

Joe K. Slarks  
(signature)

Address 879 DAVIS RD  
LEAGUE CITY, TX 77573

Printed Name: JOE K. SLARKS  
Date: 08/20/18

### PROPERTY OWNER(S)

JOHN TUFEA  
(signature)

Address 905 DAVIS RD  
L.C., TEXAS 77573

Printed Name: JOHN TUFEA  
Date: 08/20/2018

## ACKNOWLEDGEMENT AND COMMENT

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

### PROPERTY OWNER(S)

*Rod Nicksen*

(signature)

Address 895 DAVIS RD  
LEAGUE CITY, TX 77573

Printed Name: ROBERT NICKSEN  
Date: 8/26/10

### PROPERTY OWNER(S)

*Barbara Nicksen*

(signature)

Address 895 DAVIS RD  
LEAGUE CITY, TX 77573

Printed Name: BARBARA NICKSEN  
Date: 8/26/10

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### PROPERTY OWNER(S)

### PROPERTY OWNER(S)

(signature)

Address

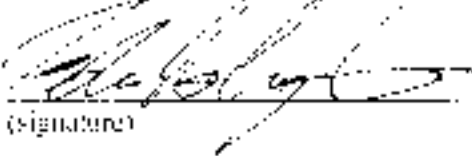
Printed Name:

Date:

## ACKNOWLEDGEMENT AND CONSENT

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

PROPERTY OWNER(S)

  
(signature)

Address 201 Davis Rd.

Printed Name: John A. Langstaff  
Date: 9/23/2018

PROPERTY OWNER(S)

\_\_\_\_\_  
(signature)

Address \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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\*\*\*\*\*

PROPERTY OWNER(S)

\_\_\_\_\_  
(signature)

Address \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

PROPERTY OWNER(S)

\_\_\_\_\_  
(signature)

Address \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**CERTIFICATION OF VOTING RESULTS FOR  
FOURTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
NANTUCKET LANDING ASSOCIATION, INC.**

IN WITNESS WHEREOF, the undersigned President and Secretary of NANTUCKET LANDING ASSOCIATION, INC., have executed this Certification of Voting Results for the FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, on the date set forth and indicated next to their respective signatures. The undersigned hereby certify that the foregoing FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS was approved by the affirmative vote of owners of not less than sixty-seven percent (67%) of the total votes allocated within Nantucket Landing. The respective Acknowledgement and Consent documents (ballots) are attached hereto and incorporated herein for all purposes.

ATTEST:

NANTUCKET LANDING ASSOCIATION, INC.

BY: [Signature]  
Secretary

BY: [Signature]  
President

BEFORE ME, the undersigned authority, on this day personally appeared [Signature],  
[Signature], President of NANTUCKET LANDING ASSOCIATION, INC.,  
known to me to be the person and officer whose name is subscribed to the foregoing instrument,  
and acknowledged to me that he/she executed the foregoing instrument for the purposes and  
consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30<sup>th</sup> day of August, 2018.

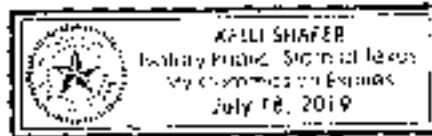
[Signature]  
NOTARY PUBLIC - STATE OF TEXAS



BEFORE ME, the undersigned authority, on this day personally appeared Candice Grimes, Secretary of NANTUCKET LANDING ASSOCIATION, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of August, 2018.

Kelli Shafer  
NOTARY PUBLIC - STATE OF TEXAS



## FILED AND RECORDED

Instrument Number: 2018054301

Recording Fee: 74.00

Number Of Pages:14

Filing and Recording Date: 09/07/2018 10:41AM

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.



A handwritten signature in cursive script that reads "Dwight D. Sullivan". The signature is written in dark ink and is positioned above a horizontal line.

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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