

AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS  
COVERING BAYOU VISTA, SECTIONS ONE, TWO AND THREE  
GALVESTON COUNTY, TEXAS

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

THAT WHEREAS, by instruments dated October 29, 1957 and March 31, 1959, George Saconas and Louise Lott Saconas, as owners of the land platted into those certain subdivisions known as Bayou Vista, Sections One, Two and Three (hereinafter collectively referred to as "the Subdivision"), caused to be executed and filed of record the following documents; 1) those restrictions and/or covenants for Bayou Vista, dated October 29, 1957, and found of record within that certain instrument of said date, recorded at Volume 1263, Pages 608 – 615, Official Public Records of Real Property of Galveston County, Texas; and, 2) those restrictions and/or covenants for Bayou Vista, dated March 31, 1959, and found of record within that certain instrument of said date, recorded at Volume 1303, Pages 630 – 633, Official Public Records of Real Property of Galveston County, Texas. The said George Saconas and Louise Lott Saconas executed and filed of record numerous additional Deed and conveyance instruments, wherein such restrictions and/or covenants are recited. Such instruments established and imposed certain conditions, covenants and restrictions upon the properties described therein (such instruments are hereinafter collectively described as "the Restrictions"); and

WHEREAS, pertinent provisions of the Texas Property Code provide that the Restrictions 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 of the Restrictions; and

WHEREAS, the Association and those owners whose signatures appear below and/or attached to this instrument desire to revise the current Restrictions and Covenants to protect the best interest of the community, the value and desirability of all the properties within the Subdivision, and to preserve and enhance the privacy and quiet enjoyment of the homes built thereon by implementing, maintaining and enforcing suitable standards and restrictions in order to ensure uniformity for the use and occupancy of such lots located within the Subdivision, as exclusive waterfront, single family residential home sites; and

WHEREAS, The Association and those owners whose signatures appear below and/or attached to this instrument declare that all properties within Bayou Vista, Sections One, Two and Three shall be developed, held, transferred, improved, sold, conveyed and occupied subject to the easements, restrictions, covenants, and conditions set forth herein and that these standards shall run with the land, and be binding on all parties having any right, title, or interest thereon or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof; and

WHEREAS, it is the desire of the undersigned, being owners of not less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the Restrictions, to supplement, amend, and restate said Restrictions by execution of this Amended and Restated Covenants, Conditions and Restrictions Covering Bayou Vista, Sections One, Two and Three, Galveston County, Texas.

NOW, THEREFORE, the undersigned, being the President of Property Owners Association of Galveston County, with the approval and affirmative vote of not less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on an amendment of the Restrictions, hereby adopts this Amended and Restated Covenants, Conditions and Restrictions Covering Bayou Vista, Sections One, Two and Three, Galveston County, Texas. This document supersedes and replaces all previous declarations and amendments thereto and becomes effective upon recordation in the Official Real Property Records of Galveston County, Texas.

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## **Preamble**

### **Objective and Purposes**

The Property Owners Association of Galveston County ("the Association") is organized to promote, encourage, and foster fellowship and understanding on subjects of mutual interest among the property owners of Bayou Vista Subdivision Sections One, Two and Three, Galveston County Texas (hereinafter referred to as "Subdivision"). The Association shall facilitate such maintenance, repairs and improvements as may be beneficial to the members of the Association and the Subdivision as a whole, and may assess and collect maintenance fees from the members as may be necessary to achieve these objectives. The Association may take legal action necessary to protect the property rights and property values of its members.

The Association shall provide for the acquisition, construction, management, maintenance and care of the property owned by the Association and held solely for the use, benefit and enjoyment of its members equally.

Each member of the Association owns a non-revocable right for the use and enjoyment on an equal basis of all property held by the organization, subject to any reasonable restrictions imposed by the Board of Directors, for the benefit of all members of the Association.

## **ARTICLE I DEFINITIONS**

The following definitions shall set forth the meaning of the terms used herein. If a term is undefined, its ordinary meaning shall apply.

**"ASSOCIATION"** shall mean and refer to BAYOU VISTA PROPERTY OWNERS ASSOCIATION OF GALVESTON COUNTY, a Texas non-profit corporation, its successors and assigns. The Association shall be the governing body in all affairs pertaining to its organization. It shall be a representative, legislative, and executive body.

**"COMMON AREA"** shall mean all real property and easements together with the improvements thereon and all riparian rights and waterways owned by the Association and dedicated for the common use and benefit of the Owners. The Common Area specifically includes, but is not limited to, the private streets, canals, breakwaters, bulkheads, drainage easements, culverts and other areas of a non-residential nature shown on the plat of the Association.

**"COVENANTS"** shall mean and refer to the Restrictions applicable to Bayou Vista, Sections One, Two and Three, per the Map(s) or Plat(s) thereof, including but not limited to the terms and provisions of this document, and any additions, amendments and/or supplements thereto, as well as the Covenants for any additional Sections which may hereafter be brought within (annexed into) the jurisdiction of the Association.

**“LOT”** shall mean and refer to a tract or parcel of land having frontage on a public or private street and which is or in the future may be, offered for sale, conveyance, transfer or improvement; which is designated as a distinct and separate tract on which there is or will be a “single-family dwelling” built and which is identified by a tract or lot number or symbol in a duly approved subdivision plat, which has been properly filed or recorded.

**“MEMBERS”** shall mean and refer to those persons entitled to membership as provided in the Covenants (if applicable) and/or the Association’s By-Laws. Membership is limited to every person or entity that is a record Owner of a fee or undivided fee interest in any Lot which is subject to covenants of record, including contract sellers. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall be necessary that a notification be provided of ownership transfer to the Association for the purpose of record keeping, and in order that any unpaid assessments may be collected. Ownership of such lot shall be the sole qualification of membership in the Association.

**“NUISANCE”** shall mean anything that is dangerous to human life or health, whatever renders the ground, the water, the air or any food or drink unwholesome, any building, structure or other place or location which is in a dilapidated condition that is unfit for human habitation, or kept in an unsanitary condition that is a menace to the people living in the vicinity thereof, presents to be a dangerous fire hazard, where any activity which is in violation of any local, state or federal law, or any condition which provides harborage for rats, mice, snakes and other vermin.

**“OWNER”** shall mean and refer to the individual to whom the property or structure belongs, whether one or more persons or entities, or individual whom holds the title to any Lot which is a part of the Properties subject to assessment by the Association, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having an interest in the mineral estate.

**“PROPERTIES”** shall mean and refer to those certain properties described in the official plat(s) and in the Restrictions for Original Bayou Vista, a subdivision in Galveston County, Texas, per the map(s) or plat(s) thereof of record in the Office of the County Clerk of Galveston County, Texas, as well as any additional properties which may hereafter be thought within the jurisdiction of the Association.

**“SEE-THROUGH TYPE FENCE”** shall mean having the property of transmitting light through no less than fifty percent (50%) of the area of fencing material erected without appreciable scattering so that objects lying beyond the fence are entirely visible viewed at a perpendicular angle from the street or property line. (Example 6” board, then a 6” space)

**“SET BACK BUILD LINES”** also referred to as “Building Setback Lines” shall mean a specific distance your house or any structure built on your property must be from the property boundary line and/or any Association/Subdivision Right of Way, easements, or homes/structures adjacent to your property.

**“SPECIAL MAINTENANCE ASSESSMENT”** shall mean charges levied against a property by the Association for costs incurred for any infrastructure repairs or replacements of an Owner’s Property.

**“SUBDIVISION”** shall mean the division of any lot, tract or parcel of land, into two or more parts, lots or sites, for the purpose, wherever immediate or future, or the sale or division of ownership.

**“SUSPENDED MEMBERS”** shall mean and refer to those persons who are Members of the Association whose membership has been suspended as set forth hereinafter. During any period in which a Member shall be in default in the payment of any dues, assessments, fees or charges levied by the Association, the Association’s Board of Directors may suspend the membership of any such Member and suspend the voting rights of any such member.

**“UTILITY EASEMENT”** shall mean and refer to any interest in land granted to the ASSOCIATION, generally and/or any private utility provider, for the purpose of installing and/or maintaining utilities, whether across, over or under private land, together with the right to enter thereon, with such personnel, machinery and/or vehicles as deemed necessary for the maintenance of said utilities.

## **ARTICLE II RESIDENTIAL LOT USE AND RESTRICTIONS**

**Section 1. Residential Buildings and Garages.** Only one (1) single-family residential dwelling with appurtenances shall be erected on a lot for occupancy and no structure shall be occupied or used until the exterior construction thereof is completed and is connected and tied into the sanitary sewer system. One (1) detached building may be built, placed, or constructed on each Lot subject to and in conformity with the provisions of these Amended and Restated Covenants, Conditions and Restrictions. No additional buildings or detached structures shall be built, placed or constructed, on any Lot for any purpose.

**Section 2. Single-Family Residential Use.** The term “Single-Family Residential Use” shall be deemed to prohibit without limitation, the use of Lots for duplex apartments, detached garage apartments or other apartments, hotels, boarding houses and other transient purposes. No Lot (including land and improvements) restricted or used for single-family residential use (hereinafter called a “residential lot”) shall be used for anything other than permanent single-family residential or recreational purposes of the Owner and/or his/her guest and their families only and shall not be used directly or indirectly for the conduct of any business whatsoever, commercial or otherwise, including, but in no way limited to, short-term rentals. Any rental, or offer to rent, all or part of a building on a residential Lot for a term shorter than six (6) months shall be deemed to be a commercial purpose and is expressly prohibited.

Notwithstanding the foregoing, the following exception shall apply:

This provision is not intended to restrict a person from doing paperwork for their off-site business at home nor making or taking telephone calls at home to support their off-site business interests.

**Section 3. Building Construction.** During the new or reconstruction of a dwelling or detached structure, no temporary building, tent, motor home or travel trailer of any type shall be placed upon any residential lot during the construction process for any period in excess of ninety (90) days without the written consent of the Board of Directors.

All new buildings erected or placed on a lot shall be finished on the outside with an approved exterior building material pursuant to the then current applicable Building Codes for Galveston County. All existing residences and other buildings must be kept in good repair to preserve the attractiveness the Association.

**Section 4. Set Back Build Lines.** No new building or other above-ground structure shall be placed or erected on a lot beyond the parameters pursuant to the then current International Building Codes for Galveston County.

**Section 5. Fence Requirements and Regulations.** All Metal or chain link fences shall be constructed with corrosion resistant material, for example hot dipped galvanized steel, powder coated or a rust preventative paint or coating, along with all anchoring devices. All metal/chain link/wood fence posts, corner posts, and/or supporting structures shall be properly anchored in concrete or driven to suitable depths. A non-see through fence may only be constructed between the sidewalls of the house and the adjacent property line and shall not exceed seven (7) feet in height.

It shall be prohibited for any Owner to construct or replace or cause to be constructed or replaced, any fence:

- 1) Beyond the property lines of any lot.

Any fence, except a see-through type fence, in that area of a lot which is within twenty (20) feet of the bulkhead. (see definitions for See-Through Type Fence)

- 2) Beyond street side set back build lines.
- 3) Any fence within a utility easement.
- 4) Any non-see through fence in excess of seven (7) feet.

Any Owners of property upon whereupon pools greater than 24 inches in depth are constructed shall comply with this section regarding the enclosure of their pools.

Owners who purchased or otherwise acquired right, title, and interest in a Lot prior to the date this Amended and Restated Covenants, Conditions and Restrictions is filed of record in the Galveston County Real Property Records shall be exempt from the above sections 3, 4, & 5 until such time as their Lot(s) are sold or otherwise conveyed to another title holder. The grandfathered exemption is not transferrable and the exemption set forth above shall be automatically terminated upon such sale or conveyance.

**Section 6. Waterfront Improvements.** No new pier, dock, boat slip, boathouse or other similar structure shall be placed or erected on the banks of any canal which extends more than one-

third (1/3) the width of the canal or twelve (12) feet from the waterside of the bulkhead into the canal, measured from the centerline of the bulkhead adjacent to or adjoining such pier, deck, boat slip or other similar structure. The length of the boathouse must not extend past five (5) foot set-back build lines on the closed side and twelve (12) feet from the set-back build line on ingress/egress side. A boathouse or other non-enclosed roofed structure may be placed or erected on or over a boat slip for the purpose of sheltering, protecting and storing one (1) recreational boating craft owned by or in the possession of and use by an Owner.

**Section 7. Bulkheads.** The bulkheads located on the Lots have been placed and constructed thereon for the purpose of creating, preserving and defining the boundaries of the canals, waterways and other bodies of water, and developing, protecting and defining the waterfront boundaries of the Lots, all respectively being situated in, on, about, adjacent to or forming a part of the Subdivision. These bulkheads are required to be maintained by the Owners, their heirs, successors or assigns for each Lot(s).

In the event of deterioration, damaged or non-existent bulkheads, such bulkheads shall be repaired or replaced at the sole cost and expense of the Owner, their heirs, successors or assigns. In the event said Owner, their heirs, successors or assigns fails or refuses to make such repairs or replacement and such failure or refusal continues for sixty (60) days after prior written demand for repair or replacement is given by the Association, then the Association may, without being under any duty to so do, enter upon said Lot(s) and make such repairs or replacement as deemed necessary and shall charge the Owner of such Lot for the cost of the work. The Owner agrees by the ownership of the Lot to pay such statement of costs immediately upon receipt thereof, which costs shall be deemed a "Special Maintenance" assessment against such Owners Lot(s) secured by a lien of the same attributes.

**Section 8. Easements.** Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat of the Subdivision and no structure of any kind shall be erected upon any of said easements. Each utility company using the easements is hereby granted full rights of ingress and egress over, upon and across any Lot in connection with its installation and maintenance of utilities servicing the Subdivision. No utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the Lot located on the land within or affected by said easements.

Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repairs of each Lot, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of its maintenance fund.

**Section 9. Prohibition of Trade and Offensive Activities.** No activity shall be carried on from any Lot or canal which is not related to a permanent single-family residential and recreational purpose. No illegal activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the surrounding property owners, nor the Subdivision. No activity shall be carried on from any home, Lot or canal which is in violation of any Federal, State or Local law. The canal and Lots shall at all times be kept free of debris, trash,



rubbish, garbage and other unsightly and/or unsanitary articles that would constitute a hazard.

**Section 10. Temporary Structures.** No structures of a temporary character, mobile home, camper, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. No new structures of a temporary character shall be placed or used on any Lot at any time for storage purposes. Notwithstanding the foregoing, the following exception shall apply: A temporary structure can be used for a period of six (6) months should a catastrophic event occur such as Hurricane, Tornado, Flood or Act of God provided prior approval of the Board and a variance issued. Variances shall only be issued upon a determination that the variance is the minimum necessary to reconstruct or rehabilitate the Owners residence.

**Section 11. Storage of Automobiles, Boats, Trailers and Other Vehicles** No boat, trailer, inoperative or unused automobile, camper, recreational vehicle or other similar item that does not exhibit current state license plates, registration and inspection stickers, shall ever be parked or stored on the private streets or any right-of-way of the Association, nor left on any residential lot for a period in excess of ninety (90) days. Storage of such items and vehicles must be within the structure of the residential dwelling, garage or other structure approved for such purpose by the Association.

**Section 12. Lot Maintenance.** The Owners of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, clean and presentable manner, and shall in no event use any Lot for storage of material, vehicles, building supplies and equipment except for normal residential requirements or recreational purposes or incident to construction of improvements thereon as hereby permitted. The accumulation of garbage, trash or rubbish of any kind or the burning of any such material is prohibited. In the event of default on the part of the Owner of any Lot in observing any of the above requirements, such default continuing after thirty (30) days written notice thereof, the Association, may without being under any duty to do so, in trespass or otherwise, enter upon said Lot, cut weeds, grass, trees and/or bushes, or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner of such Lot for the cost of such work. The Owner, as the cause may be, agrees by the ownership of the Lot to pay such statement immediately upon receipt thereof. If not paid within thirty (30) days upon receipt, Owner shall be charged in addition to the expenses incurred by the Association an Administrative Fee of \$250.00 for administrative costs. Should any restriction or development standards provided herein result in an unreasonable hardship for a residential Lot owner, such owner may seek a variance from such applicable provisions from the Board of Directors. An unreasonable hardship shall not be based solely upon economic or monetary hardship.

**Section 13. Owner's Use of Common Area.** Any Owner may delegate in accordance with the provisions hereof or of the By-Laws of the Association his right of access and enjoyment to the Common Area and facilities to the members of his family or his tenants.

**Section 14. Traffic Control.** No person shall operate or drive any motor vehicle or other vehicle within the Association on any street at a greater speed than fifteen (15) miles per hour, unless signs are erected designating another speed limit.

**Section 15. Speed Limits for Motorboats.** No person shall operate any motorboat or other

motorized vessel within the BAYOU VISTA canals in any manner which causes or creates a wake or wash, according to the Coast guard definition of wake or wash, causing damage to personal property.

**Section 16. No Parking Zones.** No person shall stop, park, or leave standing any vehicle whether attended or unattended, in any traffic lane on any street, road or highway, paved portion thereof, the shoulder thereof, or unimproved portion of any right of way within the Bayou Vista neighborhood, when it is practical to stop, park or leave such vehicle out of such areas. This restriction shall not apply to vehicles which are disabled in such a manner and to such extent that it is impossible to avoid stopping, parking, or temporarily leaving such disabled vehicle in such position. Such disabled vehicles shall be removed from all such areas as quickly as practical, and in no instance shall such a vehicle be allowed to block a roadway for any length of time.

### **ARTICLE III ENVIRONMENTAL CONTROL PROCEDURES**

The Association's Board of Directors shall have the power and authority to investigate any and all violations of the following regulations concerning property owned in Bayou Vista, Sections One (1), Two (2) and Three (3). The Board shall have the power and authority to notify and recommend methods to abate any threatened or anticipated violations of the following regulations:

**Regulation 1** – There shall be no open burning in, on or about any properties located in Bayou Vista, Sections One (1), Two (2), and Three (3).

**Regulation 2** – All burning barrels and any apparatus used in conjunction with open burning shall be removed from all property located in Bayou Vista, Sections One (1), Two (2), and Three (3).

**Regulation 3** – No garbage, trash, animal wastes (dog/cat feces), aviary waste, or plant wastes (excessive grass clippings) shall be discharged into or around any canals located in Bayou Vista, Sections One (1), Two (2), and Three(3). “IF IT DOESN'T COME OUT OF THE CANAL IT DOESN'T GO IN THE CANAL!”

**Regulation 4** – All property owners on Bayou Vista Drive are to remove any and all obstacles on their respective property line(s) bordering the ditches for the purpose of mowing and cleaning such areas, including but not limited to the side walls of the ditch bordering their respective Lot(s).

**Regulation 5** – All property owners must adequately bulkhead their respective Lot(s) to abate erosion onto adjoining property and/or into the canals. All bulkheads must be appropriately maintained at all times. Bulkheads must be repaired or replaced within sixty (60) days of notification to the respective owner by the Board of Directors.

### **ARTICLE IV HEALTH AND SANITATION**

**Section 1. Nuisance.** Whatever is dangerous to human life or health, whatever renders the

ground, the water, the air or any food or drink unwholesome and is a hazard to human life and health is hereby declared to be a nuisance. The following items and/or conditions are considered to be nuisances:

- (a) **Brush.** Shrubs, small trees, or other vegetation of species that does not grow into a forest.
- (b) **Carrion.** The dead flesh of decaying animal matter, fish or fowl.
- (c) **Filth.** Any substance or matter which is unsanitary, squalid, unclean or foul.
- (d) **Impure or Unwholesome Matter.** Any condition or substance which may, tends to, or is liable to be detrimental or injurious to the health or life of any natural person or animal.
- (e) **Objectionable, Unsightly or Unsanitary Matter.** All uncultivated vegetable growth, objects and matter not included within the meaning of the other terms as herein used which are liable to produce or tend to produce an unhealthy, unwholesome, unsightly or unsanitary condition for property within the general locality where such growth is situated.
- (f) **Premises.** The whole or the area owned by or under the control of any person, and the term shall include the area between the rear property line and shall extend beyond the property line of any such lot or parcel or real estate to the curb line or adjacent street where a curb line has been established.
- (g) **Rubbish.** No putrescible solid waste, consisting of both combustible and noncombustible waste, such as paper wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery, and similar materials.
- (h) **Stagnant Water.** A pool, puddle, or body of water which is motionless, not flowing or not running in current or stream.
- (i) **Weeds.** All wild growth of noxious grass or undergrowth, or all rank and uncultivated vegetables growth or matter which has grown to more than six (6) inches in height, or which, regardless of height, is liable to become unwholesome, decaying mass or a harboring place for mosquitos or vermin.
- (j) **Junked / Inoperative Vehicles.** A vehicle that is subject to registration under Chapter 501 of the Transportation Code that is self-propelled and does not have lawfully attached to it:
  - a. An unexpired license plates.
  - b. Is wrecked, dismantled or partially dismantled, or discarded; or
  - c. Is inoperable and has remained inoperable for more than seventy-two (72) consecutive hours, if the vehicle is on public property; or thirty (30)

consecutive days, if on private property.

**Section 2. Specific Nuisances.** The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property any of the following items, conditions or actions are hereby declared to be and constitute a nuisance, provided, however, this enumeration shall not be deemed or constructed to be conclusive, limiting or restrictive.

- State law references: Authority of municipalities to regulate weeds, grass, etc., V.T.C.A., Health and Safety Code, Section 342.004. The following items and/or conditions are also considered nuisances:
  - (a) Weeds, brush and other rank vegetation.
  - (b) Accumulation of filth, rubbish, trash, refuse, junk and other things such as inoperable or partially dismantled trailers, large appliances, old barbecue pits, piles of lumber, limbs and palm leaves, inoperable or junked lawn mowers, automobiles, any type of batteries, tires, wheels, engine parts, automobile/trailer/boat parts, bedding or other items deemed objectionable.
  - (c) Any condition which provides harborage for rats, mice, snakes and other vermin.
  - (d) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinary dangerous fire hazard in the vicinity where it is located.
  - (e) All unnecessary noise and annoying vibrations, including excessive animal noises.
  - (f) Any carrion.
  - (g) The pollution of any public canal by sewage, dead animals, creamery, industrial wastes or other substances, such as oil, motor oil, gasoline mixtures, hazardous materials, chemicals, hair dye, paints and pesticides.
  - (h) Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
  - (i) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
  - (j) The act of any person permitting or allowing any weeds, filth or rubbish of any kind to remain in front of, back of or at the sides of any premises owned by such person.

**Section 3. Nuisance Abatement.** The owner or person in control of any private property shall at all times maintain the premises free and clear of all nuisances and each owner is required to maximize surface water drainage to eliminate stagnant water on the private property.

**Section 4. Association Expenses - Notice and Assessments.** Whenever the existence of any such nuisance as herein defined on any Lot or Lots or parcels of real estate situated within the limits of the Association shall come to the knowledge of the Board of Directors, it shall be their duty and they shall forthwith cause a written notice identifying such property to be issued to the person, firm or corporation owning or having possession or control of same allowing thirty (30) days to abate the nuisance.

Such notice shall further state that in default of the performance of the above recognition, the Association may, at once, do such work or may cause the same to be done, without liability and/or trespass, and may pay therefore and charge the cost and expense incurred in doing or having such work done or improvements made, to the owner of such property, and may penalize an owner or occupant violating the provisions of this article, and may fix a lien thereon as hereafter provided.

1. If the owner of the property in Bayou Vista does not comply, as requested in writing or communication, within thirty (30) days upon receipt of notice of a violation, the Association may:
  - (a) Do the work or make the improvements required; and
  - (b) Pay for the work done or improvements made and charge the expense to the owner of the property.
2. The notice must be given:
  - (a) personally, to the owner in writing; or
  - (b) by letter addressed to the owner at the owner's address as recorded in the appraisal district records of the appraisal district in which the property is located; or
  - (c) if personal service cannot be obtained;
    - a. by publication at least once;
    - b. by posting the notice on or near the front door of each building on the property to which the violation relates; or
    - c. by posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates.
    - d. In the event the Association mails a notice to a property owner in accordance with subsection B, and the United States Postal Service returns the notice as "refused" or "unclaimed" the validity of the notice is not affected, and the notice is considered as delivered.

- e. Expenses incurred due to any action taken by the Association to correct any Condition coming under this Section 4, including a \$250.00 service charge to cover the Association's administrative costs, plus attorney's fees, if any, and penalty charges, shall be assessed against the owners of all outstanding interests in the property involved. An itemized bill of such costs will be mailed to each such owner if the address is known.

#### **Section 5. Association Expenses.**

- (a) The Board of Directors of the Association may assess expenses incurred under Section 4 against the real estate on which the work is done or improvements made and shall include an Administrative Fee of \$250.00.
- (b) To obtain a judgement against the property the Board of Directors must file a statement of expenses with the County Clerk of Galveston County, Texas. The judgement statement must state the name of the owner, if known, and the legal description of the property. The judgement attaches upon the filing of the judgement statement with the County Clerk.
- (c) The judgement obtained by the Association is security for the expenditures made and interest accruing at the rate of ten (10%) per annum on the amount due from the date of payment by the Association.
- (d) The judgement is inferior only to:
  - a. Tax liens;
- (e) The Board of Directors may file a judgement in the name of the Association to recover the expenditures and interest due.
- (f) The statement of expenses or certified copy of the statement is prima facie proof of the expenses incurred by the Association in doing the work or making the improvements.
- (g) The remedy provided in this section is in addition to the remedy(ies) provided in Section 4 of this article.

**Section 6. Noise Nuisances.** Any noise of such character, intensity and/or continued duration, which substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities, is hereby declared to be a nuisance and is expressly prohibited. The following acts, among others, are declared to be nuisances in violation hereof, provided, however, that the following listed conditions is not meant to be exhaustive:

- 1. The playing of any radio, stereo, phonograph, or other musical equipment or instrument in such a manner and/or with such volume, particularly between the hours of

11:00 p.m. and 8:00 a.m., as to annoy or disturb the quiet, comfort or repose of persons of ordinary sensibilities in any dwelling, hotel or other type of building.

2. The use of any stationary loudspeaker or amplifier of such intensity as to annoy and disturb persons of ordinary sensibilities in the immediate vicinity thereof or the use of any stationary loudspeaker or amplifier on any week day between the hours of 10:00 p.m. and 8:00 a.m., and weekends and holidays between the hours of 11:00 p.m. and 8:00 a.m.

3. The operation of an automobile, motorcycle, or other motor vehicle which is in a state of disrepair, or which is loaded or otherwise operated in any manner so as to create loud or unnecessary grating, grinding, jarring, rattling and/or whistling noises or vibrations.

## **ARTICLE V DUES, FEES, ASSESSMENTS AND/OR CHARGES**

The Association provides various services to the owners of real property within the Subdivision, which services may include, but are not limited to, road maintenance, mowing, landscaping, streetlights, and/or bulkhead repair/maintenance of the Association's property. Each Member of the Association is obligated to pay to the Association assessments, fees, dues or charges (as deemed necessary by the Board of Directors, in order to maintain the level of services provided within the Subdivision). Any assessments, fees, dues or charges not paid within thirty (30) days of the due date shall be delinquent. The amount(s) and due date(s) of the dues, fees, assessments and/or charges assessed each year by the Association shall be within the discretion of the Association's Board of Directors and the Members, in good standing, at the Annual Meeting and shall be documented in the minutes of any meeting(s) of the Association, evidencing the decision of the Board to assess any such dues, fees, assessments and/or charges, including periodic increases and/or decreases to such charges. All such dues, fees, assessments and/or charges shall be assessed uniformly to all Members of the Association.

**Section 1. The Owners' Obligations of Assessments.** Each Owner of each Lot owned within Bayou Vista, Sections One, Two and Three, hereby covenants, and each Owner of any Lot by acceptance of deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements or for repayment of funds borrowed and used in payment of capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with costs and reasonable attorney's fees, shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment fell due.

**Section 2. Sale or Transfer.** Sale or transfer of any Lot shall not affect the assessment obligation. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the debt as to payments which become due prior to such sale or transfer. **No sale or transfer shall relieve such Lot and/or Lot Owner from liability for any assessments thereafter becoming due, until such time that all such charges are fully paid.**

**Section 3. Purpose of Assessment.** Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, recreation and welfare of the Members of the Association and, in particular, maintenance of any Common Area, maintenance of its gardens, the Palm trees and Oleanders, street lighting, road maintenance and other services as may be in the community's interest.

**Section 4. Special Assessment for Capital Improvements.** 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, repair or replacement of a Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Notwithstanding the foregoing, the Association shall have the power and authority, in an emergency situation or under circumstances which present an immediate threat to the health, safety and welfare of the Members of the Association, or a threat of preventable damage or destruction of a Common Area or Lot within the Subdivision, to levy a special assessment therefore without calling a meeting or obtaining the assent of the Members prescribed above.

**Section 5. Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the highest non-usurious rate allowed under the laws of the State of Texas, or other applicable law, or if no such limitation is imposed, then at the rate of eighteen percent (18%) per annum, and if placed in the hands of an attorney for collection or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than fifteen percent (15%) of the amount owing, as attorney's fees. The Association may bring an action at law against the Owner personally obligated to pay the assessment, and therein seek entry of Judgment against such Owner for the assessments due and owing, as well as interest, costs and reasonable attorney's fees. 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.

The following maintenance fees shall be due and payable to the Association:

- (a) A **Residential dwelling** structure with water and sewer service connection shall pay a maintenance fee, which is currently twenty-five dollars (\$25.00) per month.
- (b) In addition, each such residence which has an adjacent Lot shall be assessed an additional maintenance fee which is currently ten dollars (\$10.00) per month for each additional Lot, and an additional fee of five dollars (\$5.00) per month for each additional half lot.
- (c) **Lots with improvements** but not connected to water and sewer service shall pay a maintenance fee which is currently twenty-five dollars (\$25.00) per month.
- (d) **Vacant Lots** not connected to water and sewer service shall pay a maintenance fee of twenty-five dollars (\$25.00) per month.



Maintenance fee payments are due on the 21<sup>st</sup> day of each month. Maintenance fee payments shall be mailed to the address listed below and will be considered delinquent if not received by the Association by the 21<sup>st</sup> day of the following month. The ASSOCIATION may take any legal action necessary to collect delinquent maintenance fees from Members / Owners. If such collection of delinquent fees becomes necessary, the delinquent Member shall pay to the Association all costs of collection, including court costs and attorney's fees incurred by the Association throughout the collection process.

**Bayou Vista Property Owners Association of Galveston County  
P.O. Box 777  
Hitchcock, Texas 77563**

ATTEST:

**BAYOU VISTA PROPERTY OWNERS  
ASSOCIATION OF GALVESTON COUNTY**

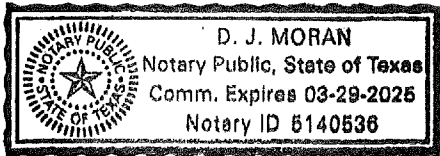
BY:   
Secretary

BY:   
President

THE STATE OF TEXAS                    }  
COUNTY OF GALVESTON                }

BEFORE ME, the undersigned authority, on this day personally appeared Alysa Chiles, President of Bayou Vista Property Owners Association of Galveston County, Texas, 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 18<sup>th</sup> day of May, 2022.

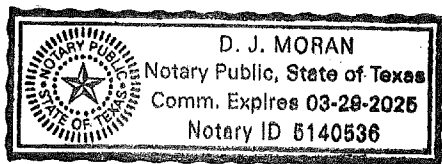


DJ Moran  
NOTARY PUBLIC - STATE OF TEXAS

THE STATE OF TEXAS                    }  
COUNTY OF GALVESTON                }

BEFORE ME, the undersigned authority, on this day personally appeared Brian Courtney, Secretary of Bayou Vista Property Owners Association of Galveston County, Texas, 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 18<sup>th</sup> day of May, 2022.



DJ Moran  
NOTARY PUBLIC - STATE OF TEXAS

## ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Amended and Restated Covenants, Conditions and Restrictions Covering Bayou Vista, Sections One, Two and Three ("the Amendment"), and that he/she/they fully understand such Amendment, and by signing below, the undersigned agrees and consents to the adoption, approval and recording of the Amendment, and the undersigned intends the signature below to serve as an affirmative vote in favor of adopting the Amendment, and the undersigned approve the attachment of this acknowledgement and consent to the Amendment at the time it is recorded in the office of the County Clerk, Official Public Records of Real Property, Galveston County, Texas.

### PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 1 Highland Drive  
Hitchcock, TX 77563

Printed Name: Robert & Janice Challenger  
Date: \_\_\_\_\_

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

### PROPERTY OWNER(S)

  
(Signature)

Address 3 Highland Drive  
Hitchcock, TX 77563

Printed Name: Paul Patrick  
Date: PAUL A. PATRICK

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

### PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 2 Highland Drive  
Hitchcock TX 77563

Printed Name: Dawson Legacy Investments, LLC  
Date: \_\_\_\_\_

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

### PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 4 Highland Drive  
Hitchcock, TX 77563

Printed Name: David Livingston  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 5 Highland Drive  
Hitchcock, TX 77563

Printed Name: David Livingston

Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 7 Highland Drive  
Hitchcock, TX 77563

Printed Name: Julie Mims

Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

Bobbie Linn  
(Signature)

Address 9 Highland Drive  
Hitchcock, TX 77563

Printed Name: Bobbie L Linn

Date: 4/16/2022

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 6 Highland Drive  
Hitchcock, TX 77563

Printed Name: Brenda Dennis

Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

Josefa Hernandez  
(Signature)

Address 8 Highland Drive  
Hitchcock, TX 77563

Printed Name: Josefa Hernandez

Date: 4-23-2022

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

PROPERTY OWNER(S)

Bobbie Linn  
(Signature)

Address 10 Highland Drive  
Hitchcock, TX 77563

Printed Name: Bobbie L Linn

Date: 4/16/2022

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

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Amended and Restated Covenants, Conditions and Restrictions Covering Bayou Vista, Sections One, Two and Three ("the Amendment"), and that he/she/they fully understand such Amendment, and by signing below, the undersigned agrees and consents to the adoption, approval and recording of the Amendment, and the undersigned intends the signature below to serve as an affirmative vote in favor of adopting the Amendment, and the undersigned approve the attachment of this acknowledgement and consent to the Amendment at the time it is recorded in the office of the County Clerk, Official Public Records of Real Property, Galveston County, Texas.

PROPERTY OWNER(S)

Julie Mims  
(Signature)

Address 7 Highland Drive  
Hitchcock, TX 77563

Printed Name: Julie Mims  
Date: 4.13.22

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PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_

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

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PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_

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

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PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_

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

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\*\*\*\*\*

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 11 Highland Drive  
Hitchcock, TX 77563

Printed Name: Calldare Trust  
Date: \_\_\_\_\_

\*\*\*\*\*  
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PROPERTY OWNER(S)

Tony Nguyen  
(Signature)

Address 13 Edgewater Street  
Hitchcock, TX 77563

Printed Name: Tony Nguyen  
Date: 5-10-2022

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\*\*\*\*\*

PROPERTY OWNER(S)

✓ \_\_\_\_\_  
(Signature)

Address 15 Edgewater Street  
Hitchcock, TX 77563

Printed Name: Frank & Gloria Ramirez  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

Derreck L Aiken  
(Signature)

Address 12 Highland Drive  
Hitchcock, TX 77563

Printed Name: Derreck L Aiken  
Date: 3-24-22

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PROPERTY OWNER(S)

Carmen M. Parker  
(Signature)

Address 14 Edgewater Street  
Hitchcock, TX 77563

Printed Name: Carmen Parker  
Date: 04-04-2022

\*\*\*\*\*  
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PROPERTY OWNER(S)

✓ \_\_\_\_\_  
(Signature)

Address 16 Edgewater Street  
Hitchcock, TX 77563

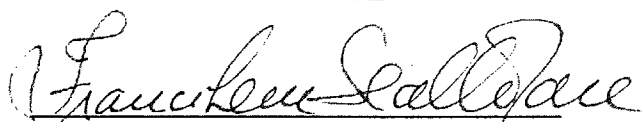
Printed Name: Frank & Gloria Ramirez  
Date: \_\_\_\_\_

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

## ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Amended and Restated Covenants, Conditions and Restrictions Covering Bayou Vista, Sections One, Two and Three ("the Amendment"), and that he/she/they fully understand such Amendment, and by signing below, the undersigned agrees and consents to the adoption, approval and recording of the Amendment, and the undersigned intends the signature below to serve as an affirmative vote in favor of adopting the Amendment, and the undersigned approve the attachment of this acknowledgement and consent to the Amendment at the time it is recorded in the office of the County Clerk, Official Public Records of Real Property, Galveston County, Texas.

### PROPERTY OWNER(S)

  
(Signature)

Address 11 Highland Drive  
Hitchcock, TX 77563

Printed Name: Francilene Calledare  
Date: 4/28/22

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### 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: \_\_\_\_\_

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

## ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Amended and Restated Covenants, Conditions and Restrictions Covering Bayou Vista, Sections One, Two and Three ("the Amendment"), and that he/she/they fully understand such Amendment, and by signing below, the undersigned agrees and consents to the adoption, approval and recording of the Amendment, and the undersigned intends the signature below to serve as an affirmative vote in favor of adopting the Amendment, and the undersigned approve the attachment of this acknowledgement and consent to the Amendment at the time it is recorded in the office of the County Clerk, Official Public Records of Real Property, Galveston County, Texas.

### PROPERTY OWNER(S)

Gloria Ramirez  
(Signature)

Address 15 Edgewater  
Hitchcock TX 77563

Printed Name: Frank & Gloria Ramirez

Date: 10/6/21

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

### PROPERTY OWNER(S)

Randy Cates  
(Signature)

Address 1/2 32 Lakeside Dr.  
Hitchcock TX, 77563

Printed Name: Randy + Melissa Cates

Date: 4-18-22

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

### PROPERTY OWNER(S)

Gloria Ramirez  
(Signature)

Address 16 Edgewater  
Hitchcock, TX 77563

Printed Name: Frank & Gloria Ramirez

Date: 10/6/21

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

### PROPERTY OWNER(S)

Maya Chark  
(Signature)

Address 1/2 32 Lakeside Dr.  
Hitchcock, TX 77563

Printed Name: M C Masachia

Date: 3/28/2022

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



PROPERTY OWNER(S)

(Signature)

Address 17 Edgewater Street  
Hitchcock, TX 77563

Printed Name: Margaret Mary Musachia

Date: 3/28/2022

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

PROPERTY OWNER(S)

(Signature)

Address 19 Edgewater Street  
Hitchcock, TX 77563

Printed Name: Brenda Dennis

Date: \_\_\_\_\_

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\*\*\*\*\*

PROPERTY OWNER(S)

(Signature)

Address 21 Edgewater Street  
Hitchcock, TX 77563

Printed Name: Kacey Wagner

Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

(Signature)

Address 18 Edgewater Street  
Hitchcock, TX 77563

Printed Name: Margaret Mary Musachia

Date: 3/28/2022

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

PROPERTY OWNER(S)

(Signature)

Address 20 Edgewater Street  
Hitchcock, TX 77563

Printed Name: Brian Courtney

Date: 5/11/22

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

PROPERTY OWNER(S)

(Signature)

Address 22 Edgewater Street  
Hitchcock, TX 77563

Printed Name: Todd Dannelly

Date: \_\_\_\_\_

\*\*\*\*\*  
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PROPERTY OWNER(S)

  
(Signature)

Address 23 Edgewater Street  
Hitchcock, TX 77563

Printed Name: Thanh & Thuloan Nguyen  
Date: 05/14/2022

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PROPERTY OWNER(S)

(Signature)

Address 25 Edgewater Street  
Hitchcock, TX 77563

Printed Name: Dianne McCarty  
Date: \_\_\_\_\_

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PROPERTY OWNER(S)

(Signature)

Address 27 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Carolyn Kennedy  
Date: \_\_\_\_\_

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PROPERTY OWNER(S)

(Signature)

Address 24 Edgewater Street  
Hitchcock, TX 77563

Printed Name: Dianne McCarty  
Date: \_\_\_\_\_

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*****
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PROPERTY OWNER(S)

(Signature) Jason Lofton

Address 26 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Robert Jason Lofton  
Date: 4/3/2022

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*****
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PROPERTY OWNER(S)

Maya H. Marsh  
(Signature)

Address 28 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Margaret Mary Muschia  
Date: 3/28/2022

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

## ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Amended and Restated Covenants, Conditions and Restrictions Covering Bayou Vista, Sections One, Two and Three ("the Amendment"), and that he/she/they fully understand such Amendment, and by signing below, the undersigned agrees and consents to the adoption, approval and recording of the Amendment, and the undersigned intends the signature below to serve as an affirmative vote in favor of adopting the Amendment, and the undersigned approve the attachment of this acknowledgement and consent to the Amendment at the time it is recorded in the office of the County Clerk, Official Public Records of Real Property, Galveston County, Texas.

PROPERTY OWNER(S)

Carolyn Kennedy  
(Signature)

Address 27 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Carolyn Kennedy  
Date: 04/18/2022

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_  
\_\_\_\_\_

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

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

PROPERTY OWNER(S)

Theresa Knox  
(Signature)

Address 27 LAKESIDE DRIVE  
HITCHCOCK, TX, 77563

Printed Name: KNOX KENNEDY  
Date: 04/18/2022

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_  
\_\_\_\_\_

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

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

PROPERTY OWNER(S)

Tess Woerth  
(Signature)

Address 29 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Tess & Eric Woerth  
Date: 4-10-22

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

PROPERTY OWNER(S)

Randy Cates  
(Signature)

Address 31 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Randy & Melissa Cates  
Date: 4-18-22

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

PROPERTY OWNER(S)

Joyce Gandolfo  
(Signature)

Address 34 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Joyce Gandolfo  
Date: 4/20/22

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

PROPERTY OWNER(S)

Dean Chiles  
(Signature)

Address 30 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Dean Chiles  
Date: 2/12/22

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

PROPERTY OWNER(S)

Margaret Mary Muschia  
(Signature)

Address 33 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Margaret Mary Muschia  
Date: 3/28/2022

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

PROPERTY OWNER(S)

Joyce Gandolfo  
(Signature)

Address 35 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Joyce Gandolfo  
Date: 4/20/22

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

## ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Amended and Restated Covenants, Conditions and Restrictions Covering Bayou Vista, Sections One, Two and Three ("the Amendment"), and that he/she/they fully understand such Amendment, and by signing below, the undersigned agrees and consents to the adoption, approval and recording of the Amendment, and the undersigned intends the signature below to serve as an affirmative vote in favor of adopting the Amendment, and the undersigned approve the attachment of this acknowledgement and consent to the Amendment at the time it is recorded in the office of the County Clerk, Official Public Records of Real Property, Galveston County, Texas.

### PROPERTY OWNER(S)

Gloria Ramirez  
(Signature)

Address 15 Edgewater  
Hitchcock TX 77563

Printed Name: Frank & Gloria Ramirez  
Date: 10/6/21

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

### PROPERTY OWNER(S)

Randy Cates  
(Signature)

Address 1/2 32 Lakeside Dr.  
Hitchcock TX, 77563

Printed Name: Randy + Melissa Cates  
Date: 4-18-22

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

### PROPERTY OWNER(S)

Gloria Ramirez  
(Signature)

Address 16 Edgewater  
Hitchcock, TX 77563

Printed Name: Frank & Gloria Ramirez  
Date: 10/6/21

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

### PROPERTY OWNER(S)

Mary Kay Clark  
(Signature)

Address 1/2 32 Lakeside Dr.  
Hitchcock, TX 77563

Printed Name: MKC Masadira  
Date: 3/28/2022

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

PROPERTY OWNER(S)


  
(Signature)

Address 36 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Stephanie McDermott  
Date: 4-10-22

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

PROPERTY OWNER(S)

  
(Signature)

Address 38 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Ian Bolton  
Date: 04/16/2022

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 40 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Kelley Pennell  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 37 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Logan Vail  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 39 Lakeside Drive  
Hitchcock, TX 77563

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

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 41 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Melvin & Rosella Ware  
Date: \_\_\_\_\_

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

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Amended and Restated Covenants, Conditions and Restrictions Covering Bavou Vista, Sections One, Two and Three ("the Amendment"), and that he/she/they fully understand such Amendment, and by signing below, the undersigned agrees and consents to the adoption, approval and recording of the Amendment, and the undersigned intends the signature below to serve as an affirmative vote in favor of adopting the Amendment, and the undersigned approve the attachment of this acknowledgement and consent to the Amendment at the time it is recorded in the office of the County Clerk, Official Public Records of Real Property, Galveston County, Texas.

PROPERTY OWNER(S)

Kelley Pennell  
(Signature)

Address 40 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Kelley Pennell  
Date: 5/10/2022

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_

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

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_

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

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_

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

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 42 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Charles & Cindy Clark  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 44 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Mary Gordon  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 46 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Idell Lacas  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 43 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Melinda Jackson  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 45 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Mary Gordon  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 47 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Ted Sellers  
Date: 3/27/2022

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



PROPERTY OWNER(S)

Carrol Villacorte  
(Signature)

Address 48 Lakeside Drive  
Hitchcock, TX 77563

Marie Antoinette Trujillo &  
Printed Name: Carrol Villacorte

Date: 3/28/2022

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

PROPERTY OWNER(S)

Terri Lynn Rotramel  
(Signature)

Address 50 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Joseph R. Jr. & Terri Lynn Rotramel

Date: 5/11/2022

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

PROPERTY OWNER(S)

Richard Allen McTague  
(Signature)

Address 52 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Richard Allen McTague

Date: 2-17-22

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

PROPERTY OWNER(S)

Terri Lynn Rotramel  
(Signature)

Address 49 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Joseph R. Jr. & Terri Lynn Rotramel

Date: 5/11/2022

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

PROPERTY OWNER(S)

Nicholas & Christie Stepchinski  
(Signature)

Address 51 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Nicholas & Christie Stepchinski

Date: 2/16/22

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

PROPERTY OWNER(S)

Nicholas & Christie Stepchinski  
(Signature)

Address 53 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Nicholas & Christie Stepchinski

Date: 2/16/22

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

PROPERTY OWNER(S)

  
(Signature)

Address 54 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Stan & Jency Daugherty

Date: 3/27/22

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

PROPERTY OWNER(S)

  
(Signature)

Address 57 lakeside Drive  
Hitchcock, TX 77563

Printed Name: Alfred Chausse

Date: 2/12/2022

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

PROPERTY OWNER(S)

  
(Signature)

Address 59 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Alfred Chausse

Date: 2/12/2022

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

PROPERTY OWNER(S)

  
(Signature)

Address 56 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Michael F & Melody Smith

Date: 2.13.22

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

PROPERTY OWNER(S)

  
(Signature)

Address 58 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Jeff & Gerise Kemp

Date: 02/19/2022

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

PROPERTY OWNER(S)

  
(Signature)

Address 60 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Jeff & Gerise Kemp

Date: 02/19/2022

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

PROPERTY OWNER(S)

Barbara Dowden  
(Signature)

Address 61 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Barbara Dowden  
Date: 4/2/2022

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

PROPERTY OWNER(S)

Barbara Dowden  
(Signature)

Address 63 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Barbara Dowden  
Date: 4/2/2022

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

PROPERTY OWNER(S)

Barbara Dowden  
(Signature)

Address 65 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Barbara Dowden  
Date: 4/2/2022

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

PROPERTY OWNER(S)

Louise Fullilove  
(Signature)

Address 62 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Douglas & Louise Fullilove  
Date: 3/26/22

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

PROPERTY OWNER(S)

(Signature)

Address 64 Lakeside Drive  
Hitchcock, TX 77563

SUZANNE BREMNER  
Printed Name: Douglas & Louise Fullilove  
Date:

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

PROPERTY OWNER(S)

Mark Mulcahy  
(Signature)

Address 66 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Mark & Deborah Mulcahy  
Date: 5/3/2022

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

PROPERTY OWNER(S)

  
(Signature)

Address 67 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Mark & Deborah Mulcahy

Date: 5.8.2022

\*\*\*\*\*  
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PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

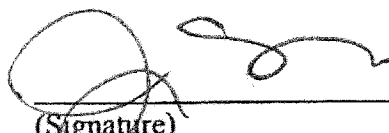
Address 69 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Charles & Klara Dewees

Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

  
(Signature)

Address 71 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Mr. & Mrs. Slaughter

Date: 4/27/22

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)


Address 68 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: James McMillan Sr.

Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

  
(Signature)


Address 70 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Mr. & Mrs. Slaughter

Date: 4/27/22

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

PROPERTY OWNER(S)

  
(Signature)

Address 72 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Connie Mack Moran

Date: 4-16-22

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 73 Lakeside Drive  
Hitchcock, TX 77563  
Joseph Tamburello &  
Printed Name: Rosalyn Sabotik  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 75 Bayou Vista Drive  
Hitchcock, TX 77563  
  
Printed Name: John & Evoain Ashley  
Date: 4/22/22

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 77 Bayou Vista Drive  
Hitchcock, TX 77563  
  
Printed Name: Lan Nguyen  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 74 Bayou Vista Drive  
Hitchcock, TX 77563  
  
Printed Name: Charles Tylka  
Date: \_\_\_\_\_

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\*\*\*\*\*

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 76 Bayou Vista Drive  
Hitchcock, TX 77563  
  
Printed Name: Nhan & Vanpual & Sy Dao  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 78 Bayou Vista Drive (1/2 lot)  
Hitchcock, TX 77563  
  
Printed Name: Lan Nguyen  
Date: \_\_\_\_\_

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

## ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Amended and Restated Covenants, Conditions and Restrictions Covering Bayou Vista, Sections One, Two and Three ("the Amendment,,), and that he/she/they fully understand such Amendment, and by signing below, the undersigned agrees and consents to the adoption, approval and recording of the Amendment, and the undersigned intends the signature below to serve as an affirmative vote in favor of adopting the Amendment, and the undersigned approve the attachment of this acknowledgement and consent to the Amendment at the time it is recorded in the office of the County Clerk, Official Public Records of Real Property, Galveston County, Texas.

PROPERTY OWNER(S)

Rosalyn Sobotik  
(Signature)

Address 73 Lakeside Drive  
Hitchcock, TX 77563

Printed Name: Rosalyn Sobotik  
Date: 4.14.2022

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_  
\_\_\_\_\_

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

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_  
\_\_\_\_\_

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

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\*\*\*\*\*

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_  
\_\_\_\_\_

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

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\*\*\*\*\*

## ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Amended and Restated Covenants, Conditions and Restrictions Covering Bayou Vista, Sections One, Two and Three ("the Amendment"), and that he/she/they fully understand such Amendment, and by signing below, the undersigned agrees and consents to the adoption, approval and recording of the Amendment, and the undersigned intends the signature below to serve as an affirmative vote in favor of adopting the Amendment, and the undersigned approve the attachment of this acknowledgement and consent to the Amendment at the time it is recorded in the office of the County Clerk, Official Public Records of Real Property, Galveston County, Texas.

### PROPERTY OWNER(S)

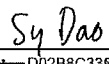
DocuSigned by:  
  
 (Signature) D02B8C339DA64AF...

Address 76 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Nhan Dao  
 Date: 4/19/2022

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

### PROPERTY OWNER(S)

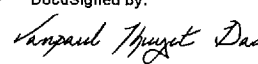
DocuSigned by:  
  
 (Signature) D02B8C339DA64AF...

Address 76 Bayou Vista Dr  
Hitchcock TX. 77563

Printed Name: SY Dao  
 Date: 4/19/2022

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

### PROPERTY OWNER(S)

DocuSigned by:  
  
 (Signature) D02B8C339DA64AF...

Address 76 Bayou Vista Dr  
Hitchcock TX. 77563

Printed Name: vanpaul Thuyet Dao  
 Date: 4/19/2022

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

### PROPERTY OWNER(S)

(Signature)

Address \_\_\_\_\_

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

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 73 Lakeside Drive  
Hitchcock, TX 77563

Joseph Tamburello &

Printed Name: Rosalyn Sabotik

Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 75 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: John & Evoain Ashley

Date: 4/22/22

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 77 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Lan Nguyen

Date: 5/7/22

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 74 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Charles Tylka

Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 76 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Nhan & Vanpual & Sy Dao

Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 78 Bayou Vista Drive (1/2 lot)  
Hitchcock, TX 77563

Printed Name: Lan Nguyen

Date: 5/7/22

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



PROPERTY OWNER(S)

  
(Signature)

Address 78 1/2 Bayou Vista Dr.  
Hitchcock, TX 77563

Printed Name: J. Laborde  
Date: 4/4/22

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_  
\_\_\_\_\_

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

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_  
\_\_\_\_\_

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

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_  
\_\_\_\_\_

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

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_  
\_\_\_\_\_

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

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\*\*\*\*\*

PROPERTY OWNER(S)

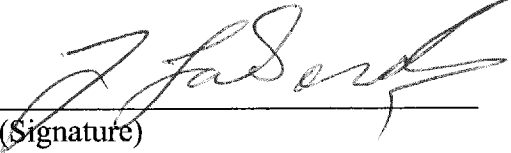
\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_  
\_\_\_\_\_

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

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

PROPERTY OWNER(S)

  
(Signature)

Address 79 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Lori Labode  
Date: 2/12/22

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

PROPERTY OWNER(S)

  
(Signature)

Address 81 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Daniel Senter  
Date: 4-23-2022

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 83 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Russell Canterbury  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 80 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Melissa Lemke Sandefer  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

  
(Signature)

Address 82 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Gary Turner  
Date: 4/23/22

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

PROPERTY OWNER(S)

  
(Signature)

Address 84 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Gena Clark  
Date: 5/17/2022

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 85 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Gian Quinones

Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 87 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Dena Argo

Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 89 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Joe Vu

Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 86 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Vinh Nguyen & Kim Sang

Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 88 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Jana Rauvolfova

Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 90 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Jana Rauvolfova

Date: \_\_\_\_\_

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

## ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the Amended and Restated Covenants, Conditions and Restrictions Covering Bayou Vista, Sections One, Two and Three ("the Amendment"), and that he/she/they fully understand such Amendment, and by signing below, the undersigned agrees and consents to the adoption, approval and recording of the Amendment, and the undersigned intends the signature below to serve as an affirmative vote in favor of adopting the Amendment, and the undersigned approve the attachment of this acknowledgement and consent to the Amendment at the time it is recorded in the office of the County Clerk, Official Public Records of Real Property, Galveston County, Texas.

### PROPERTY OWNER(S)

Joe Vu  
(Signature)

Address 89 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Joe Vu  
Date: 4-27-2022

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

### PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_  
\_\_\_\_\_

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

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

### PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_  
\_\_\_\_\_

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

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

### PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address \_\_\_\_\_  
\_\_\_\_\_

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

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

PROPERTY OWNER(S)

Kathy Doehring  
(Signature)

Address 91 Bayou Vista Drive  
Hitchcock, TX 77563  
George, Kathy &  
Printed Name: Victoria Doebling  
Date: 4/16/2022

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 93 Bayou Vista Drive  
Hitchcock, TX 77563  
  
Printed Name: Matthew Natoli  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 95 Bayou Vista Drive  
Hitchcock, TX 77563  
  
Printed Name: Patrick & Diane Piper  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

Kathy Doehring  
(Signature)

Address 92 Bayou Vista Drive  
Hitchcock, TX 77563  
George, Kathy &  
Printed Name: Victoria Doebling  
Date: 4/16/2022

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 94 Bayou Vista Drive  
Hitchcock, TX 77563  
  
Printed Name: Lowell Buss  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 96 Bayou Vista Drive  
Hitchcock, TX 77563  
  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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



PROPERTY OWNER(S)

Jon E. Orechia  
(Signature)

Address 97 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Jon Orechia & Kristine Jackson  
Date: 4/3/2022

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 99 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Barry & Shelly Romano  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 101 Bayou Vista Drive  
Hitchcock, TX 77563

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

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 98 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Raymond Ward  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 100 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Westbrook 2013 Rev Living Trust  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 102 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Beverly Bonin  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

Mario Gutierrez  
(Signature)

Address 103 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Mario & Bianca Gutierrez  
Date: 02-12-22

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 105 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Clement Jozwiak  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

Denise Griffin  
(Signature)

Address 107 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Ronald & Denise Griffin  
Date: 2/12/22

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

PROPERTY OWNER(S)

Brandon Mallet  
(Signature)

Address 104 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Brandon Mallet  
Date: 2-12-2022

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 106 Bayou Vista Drive  
Hitchcock, TX 77563

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

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

PROPERTY OWNER(S)

Denise Griffin  
(Signature)

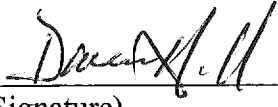
Address 108 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: ~~Darin Hall~~ RONALD & Denise Griffin  
Date: 2/12/22

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



PROPERTY OWNER(S)

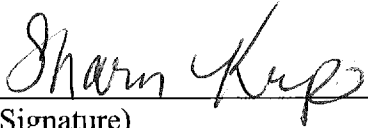
  
(Signature)

Address 109 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Darren Hall  
Date: 3/27/22

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

PROPERTY OWNER(S)

  
(Signature)

Address 111 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: David Keys + Sharon Keys  
Date: 5/14/22

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 113 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: John & Suzanne Carpenter  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

  
(Signature)

Address 110 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Gregory Gaona  
Date: 4.14.2022

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 112 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: John & Suzanne Carpenter  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 114 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Margaret Mandola  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

Ronald Ginn  
(Signature)

Address 115 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Ronald Ginn  
Date: 02/12/2022

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

PROPERTY OWNER(S)

Martin Butski  
(Signature)

Address 117 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Martin Butski  
Date: 4/3/2022

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

PROPERTY OWNER(S)

\_\_\_\_\_  
(Signature)

Address 119 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Tamara + James Spear  
Date: \_\_\_\_\_

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

PROPERTY OWNER(S)

Robert + Jewels Bridges  
(Signature)

Address 116 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Robert & Jules Bridges  
Date: 02/12/2022

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

PROPERTY OWNER(S)

James Sweatt  
(Signature)

Address 118 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: James & Charlene Sweatt  
Date: 4/3/2022

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

PROPERTY OWNER(S)

John & Yen Nguyen  
(Signature)

Address 120 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: John & Yen Nguyen  
Date: 2/12/2022

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

PROPERTY OWNER(S)

Ronald Ginn  
(Signature)

Address 115 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Ronald Ginn  
Date: 02/12/2022

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

PROPERTY OWNER(S)

Martin Butski  
(Signature)

Address 117 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Martin Butski  
Date: 4/3/2022

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\*\*\*\*\*

PROPERTY OWNER(S)

Tamara Spear  
(Signature)

Address 119 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Tamara + James Spear  
Date: 5/11/2022

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PROPERTY OWNER(S)

Robert + Jewels Bridges  
(Signature)

Address 116 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: Robert & Jules Bridges  
Date: 02/12/2022

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PROPERTY OWNER(S)

James & Charlene Sweatt  
(Signature)

Address 118 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: James & Charlene Sweatt  
Date: 4/3/2022

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\*\*\*\*\*

PROPERTY OWNER(S)

John & Yen Nguyen  
(Signature)

Address 120 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: John & Yen Nguyen  
Date: 2/12/2022

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\*\*\*\*\*

PROPERTY OWNER(S)

(Signature)

Address 121 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: John & Yen Nguyen  
Date: 2/12/2022

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PROPERTY OWNER(S)

(Signature)

Address 123 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: John & Yen Nguyen  
Date: 2/12/2022

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PROPERTY OWNER(S)

(Signature)

Address 1/2 55 LAKESIDE DRIVE  
HITCHCOCK, TX 77563

Printed Name: ALFRED CHAUSSE  
Date: 2/13/2022

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PROPERTY OWNER(S)

(Signature)

Address 122 Bayou Vista Drive  
Hitchcock, TX 77563

Printed Name: John & Yen Nguyen  
Date: 2/12/2022

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PROPERTY OWNER(S)

(Signature)

Address \_\_\_\_\_

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

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\*\*\*\*\*

PROPERTY OWNER(S)

(Signature)

Address 1/2 55 LAKESIDE DRIVE  
HITCHCOCK, TX 77563

Printed Name: NICHOLAS & CHRISTIE STEPCHINSKI  
Date: \_\_\_\_\_


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AFFIDAVIT REGARDING AUTHENTICITY OF DOCUMENTS  
AND  
CERTIFICATION OF VOTING RESULTS

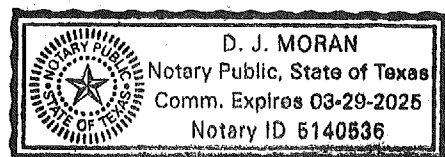
STATE OF TEXAS                                 }  
  }  
COUNTY OF GALVESTON                     }     KNOW ALL MEN BY THESE PRESENTS:

THAT the foregoing documents, entitled "Amended and Restated Covenants, Conditions and Restrictions Covering Original Bayou Vista, Sections One, Two and Three Galveston County, Texas", and the ballot / consent pages attached to said Amended and Restated Covenants, Conditions and Restrictions Covering Original Bayou Vista, Sections One, Two and Three Galveston County, Texas, are original documents and/or true, correct and complete photocopies of the original documents, ballots and consents which were adopted in connection with the development and administration of the Bayou Vista Property Owners Association of Galveston County, a Texas Non-Profit Corporation, and all of the properties governed thereby. Such documents constitute a portion of the "dedicatory instrument", as such term is defined within Section 202.001(1) of the Texas Property Code. The foregoing ballot / consent pages represent at least sixty-seven percent (67%) of the total votes allocated to the property owners entitled to vote on amending the Declaration, and serve as evidence that the aforementioned Amended and Restated Covenants, Conditions and Restrictions Covering Original Bayou Vista, Sections One, Two and Three Galveston County, Texas, was duly and properly adopted by the members of Bayou Vista Property Owners Association of Galveston County, and I hereby certify the affirmative results of such vote / consent. The foregoing 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."

  
\_\_\_\_\_  
Alysa Chiles, President  
Bayou Vista Property Owners  
Association of Galveston County

SUBSCRIBED AND SWORN TO BEFORE ME on this the 18<sup>th</sup> day of May,  
2022.



  
\_\_\_\_\_  
NOTARY PUBLIC - STATE OF TEXAS

## FILED AND RECORDED

Instrument Number: 2022034486

Recording Fee: 234.00

Number Of Pages: 54

Filing and Recording Date: 05/20/2022 3:28PM

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



A handwritten signature in black ink, reading "Dwight D. Sullivan". The signature is fluid and cursive, with a large, sweeping "S" at the end.

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.*