

**AMENDMENT TO THE BYLAWS OF**  
**HIDE A-WAY ON THE GULF PROPERTY OWNERS ASSOCIATION, INCORPORATED**

ARTICLE I - NAME

The name of this corporation shall be HIDE-A-WAY ON THE GULF PROPERTY OWNERS ASSOCIATION, INCORPORATED, and it is hereinafter called "the Association".

ARTICLE II - PURPOSE

A. To promote the civic interests of those persons who own or occupy residential lots in Hide-A-Way on the Gulf, a subdivision of Brazoria county, Texas.

B. To promote the safety and health of those persons owning or occupying residential lots in Hide-A-Way on the Gulf, a subdivision of Brazoria County, Texas.

C. To promote the cleanliness, beautification and protection of the property located within Hide-A-Way on the Gulf, a subdivision of Brazoria County, Texas.

D. To collect assessments and act as custodian of the Association's funds.

E. To own real property within or adjacent to Hide-A-Way on the Gulf, a subdivision of Brazoria County, Texas, for the purpose of establishing community recreational areas and equipping those areas with recreational equipment for the use and benefit of the members of this Association.

F. To engage in all lawful civic activities duly authorized by the Texas Nonprofit Corporation Act and all lawful civic activities not specifically prohibited by any act, statute or law of the State of Texas.

G. To enforce the provisions of the Amended Restrictions, Covenants and Conditions of Hide-A-Way on the Gulf ' Unit Number I, Formerly Known as Commodore Cove, Section 11, as filed of record in the Deed Records of Brazoria County at Volume 1638, Page 225, as amended and restated from time to time.

ARTICLE III - MEMBERSHIP

Section 1. Membership. Any person, company, partnership, corporation or other entity which now or hereafter owns a lot or property in Hide-A-Way on the Gulf, a subdivision for residential purposes in Brazoria County, Texas, per plat thereof recorded in Volume 13, pages 19-20, Plat Records of Brazoria County, Texas, by ownership is a member of the Association, and such membership may not be suspended, renounced, nor separated from membership. Each lot owner shall be a member of the Association by virtue of his ownership. Such membership shall be appurtenant to ownership in the lot and shall immediately cease upon the transference of title. Each new owner of a lot shall automatically become a member of the Association. No owner may avoid his liabilities as a member by waiving use of any of the facilities or attempting to resign Membership. Each owner's membership rights shall be subject to suspension by the Association in accordance with the bylaws, however, such suspension shall not alleviate any duties of such member as set out herein or in the bylaws. Each member shall have such rights and privileges, in connection with the Association, as may from time to time be specified in its Articles of Incorporation and it's by laws.

Section 2. Prerogatives: All members, except as otherwise herein provided, shall enjoy the same rights and privileges. Each member shall be eligible for election to the Board of Directors or to any officer ship and for appointment to standing or special committees. However, any member who has been sued by the Association for violation of the restrictions, bylaws or rules and regulations, or who is more than ninety (90) days delinquent in the nonpayment of any amounts owed to the Association shall be ineligible to run for or hold the office of a member of the Board of Directors or any other officer ship in the Association until such time as the suit has been concluded or until such time as full and complete payment has been made.

Section 3. Classes.

- a. Household Membership A householder shall be considered a member, and a husband and wife shall be considered as only one member. A member shall be entitled to one vote for each lot owned.
- 6 Business Membership. A company, partnership or corporation owning property in Hide-A-Way on the Gulf shall be considered a member, provided, however, that some officer of the company, partnership or corporation shall be designated as the official member, and that person shall be responsible for all matters pertaining to membership, and each membership shall be entitled to one vote for each lot owned.

All members shall be responsible for their guests.

Section 4. Suspension of Privileges. All financial obligations of a member of the Association shall be paid within thirty (30) days from the date of notice thereof to the member. If not paid within ninety (90) days from the date of such notice, the member's right to vote and to hold office or committee appointment shall be automatically suspended. These rights shall be automatically reinstated if the member pays his delinquent financial obligations, however no office or directorship shall be reinstated to the member if the office or directorship has been fully filled during the term of its vacancy. Suspension of privileges shall not result in suspension of any duties set out in the restrictions, bylaws, or the rules and regulations.

#### ARTICLE IV - ASSESSMENTS

Section 1. Assessments. The Association shall establish a regular assessment to be paid by each member. Such assessment may be made upon a monthly, quarterly, semiannual, or annual basis as set by the Board of Directors and shall be payable within thirty (30) days from date of notice. After thirty (30) days from the date of such notice, such assessment, if it has not been received by the Association, shall be past due. The amount of the assessment set by the Association shall be determined by a vote of a majority of the Board of Directors. The total assessment shall be the reasonably anticipated operation and -maintenance cost for the coming year.

#### ARTICLE V - MEETINGS OF MEMBERS

Section 1. Place and Time of Meetings. All meetings of members shall be held at such time and place in Brazoria county, Texas, as shall be stated in the notice of the meeting.

Section 2. Annual Meeting. The annual meeting shall be held within the first ninety (90) days of the calendar year, at a time and place as the Board of Directors directs by written notice. The purpose of the annual meeting shall be the election of such directors as are necessary to fill directorships expiring at the time of said meeting; presentation of an annual report by the President and of a financial statement by the Treasurer; and such other business as may come before the meeting.

Section 3. Special Meetings. Special meetings of the members may be called by the President, the Board of Directors, or by two-thirds (2/3) of all the members. Business transacted at any special meeting shall be confined to the purpose stated in the notice of the meeting.

Section 4. Notice. Written or printed notice stating the place, day and hour of the meeting, and in case of special meetings, the purpose or purposes for which the meeting is called, shall - be given not less than ten (10) days before the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or person calling the meeting, to each member entitled to vote at such meeting.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, or a combination of both, one-tenth (1/10th) of the votes of the total membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Amended Restrictions, Covenants and Conditions, or these Bylaws. 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 announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Voting. Each member having the right to vote shall be entitled to one (1) vote for each lot in Hide-A-Way on the Gulf owned by such member. A husband and wife shall be entitled to only one (1) vote for each lot owned, and each business membership shall be entitled to only one (1) vote for each lot owned. Except as otherwise provided by law or by these Bylaws, a majority of the votes cast by the members at a meeting duly called at which a quorum is present shall be sufficient to take or authorize action upon any matter which may properly be before the meeting. Voting shall be conducted either in person or by proxy. Any member may act as proxy for any one or more of the other members. A proxy may not be exercised by a person who is not a member of the Association or by a member whose voting right is suspended at the time of the vote. All powers of proxy shall be in writing, dated and signed, except that a spouse shall be deemed to be the proxy of his or her spouse. A proxy may be either general or limited to a specific proposition. No proxy shall be valid for more than one hundred eighty, (180), days from the date of its execution.

Section 7. Membership List. The Secretary shall keep a complete list of all members entitled to vote, arranged in alphabetical order, which shall be produced and kept open at the time and place of the meeting, which list shall also indicate the number of votes which each such member is entitled to cast.

## ARTICLE VI - BOARD OF DIRECTORS

Section 1. Management. The affairs of the Association shall be managed by and under the control of the Board of Directors, who may exercise all such powers of the corporation and do all such lawful acts as are not, by statute or by the Articles of Incorporation or by these Bylaws, directed or required to be exercised or done by the members.

Section 2. Number, Qualifications, Election and Term. The Board of Directors shall consist of 7 directors. All directors shall be members of the Association and must at all times be entitled to hold the offices of director and officer and to vote. At the annual meeting of the membership in 1994, three directors shall be elected, each of whom shall serve for a two (2) year term. In each succeeding odd year thereafter, the membership shall elect four directors who shall serve for terms of two (2) years, and in each succeeding even year thereafter, the membership shall elect three (3) directors who shall serve for terms of two (2) years.

Section 3. Vacancy. In the event an elected director dies, resigns, ceases to be a member or becomes physically unable to carry on his duties or is removed for cause, the Board of Directors shall, by an affirmative vote by the majority of the remaining directors, elect a successor to serve for the unexpired term of his predecessor in office.

Section 4. Removal. The Board of Directors may remove a director for cause or whenever the Board shall determine that the incumbent is physically incapable of performing the duties of such office. Absence from three consecutive meetings of the Board of Directors, provided such meetings are called and held in accordance with these Bylaws and all applicable statutes of the State of Texas, shall be cause for removal but shall not constitute the exclusive cause for removal. Unanimous vote of the other members of the Board of Directors shall be required for such action. The director affected shall be given, by certified mail, a written notice of any such proposed action of the Board, together with a detailed statement of the reason therefore, at least ten (10) days before removal action by the Board. The director may appear in person or present a statement in opposition to the proposed action.

Section 5. Meeting. Meetings of the Board of Directors, regular or special, may be held either within or without Brazoria County, Texas. Regular meetings of the Board of Directors may be held without notice at such time and place as shall be from time to time designated by the Board. Special meetings of the Board of Directors may be called by the President and shall be called by the Secretary on the written request of a majority of the directors. Written notice of a special meeting of the Board of Directors shall be given to each director at least three (3) days before the day of the meeting. The purpose of any special meeting of the Board of Directors must be specified in the notice of such meeting.

Section 6. Quorum. At least three (3) directors must be present to constitute a quorum. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise specifically provided by statute or by the Articles of Incorporation or by these Bylaws.

Section 7. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote and may be stated as such in any document.

## ARTICLE VII - OFFICERS

Section 1. Number and Qualification. The officers of the corporation shall consist of a President, one or more Vice Presidents, a Secretary and a Treasurer. Each of these officers shall be elected by the Board of Directors at the first meeting after the annual meeting of the members. Such other officers and assistant officers and agents as may be deemed necessary may be Elected or appointed by the Board of Directors at any time. Any two or more offices may be held by the same person, except the President and the Secretary shall not be the same person. Each officer or agent must be a member of the Association whose voting rights have not been suspended.

Section 2. Term. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in their judgment the best interest of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 3. President. The President shall be the chief Executive officer of the Association and shall preside at all meetings of the members of the Association and of the Board of Directors. He shall have general responsibility for the activities of the Association and the powers and duties usually associated with the office of president, and shall have such other powers and perform such other duties as may be prescribed by the Bylaws or by the Board of Directors. He shall serve on all committees and exercise general supervision over their work in order to assure the most effective operation of the Association. He shall have the Authority to appoint and discharge agents and employees, to make and enter into contracts, to make purchases or sales, to sign, execute and deliver all contracts, conveyances, deeds, deeds of trust, leases, assignments, mortgages, security agreements, pledges and releases, and all other written instruments of any character appropriate to any other powers or duties of the President, in the name of and binding upon the Association, all subject to the approval of a majority of the Board of Directors.

Section 4. Vice President. The Vice Presidents in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. They shall perform such other duties and have such other powers as the Board of Directors shall prescribe or as the President may delegate.

Section 5. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and record all of the proceedings of such meetings in a book to be kept for that purpose. He shall give or cause to be given notice of all meetings of the members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation and affix the same to any instrument requiring it, and, when so affixed it shall be attested by his signature or by the signature of an Assistant Secretary.

Section 6. Treasurer. The Treasurer shall have custody of corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements and books belonging to the corporation and shall deposit all monies and all other valuable effects in the name and to the credit of the corporation in such Depositories as may be designated by the Directors; shall disburse the funds of the corporation as may be ordered by the Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors at its regular meetings, or when the Board of Directors so requires, an account of all the transactions of the Treasurer and of the

financial condition of the corporation. The books shall be audited by an outside auditor, to be selected by the Board of Directors each time a new Treasurer is elected.

Section 7. Vacancies. If an officer shall die or resign, become physically unable to carry on his duties, cease to be a member, or be removed for cause, the Board shall fill the vacancy.

Section 8. Removal. The Board of Directors may by a vote of three-fourths (3/4) vacate any office for cause, or whenever the Board shall determine an incumbent is physically incapable of performing the duties of such office. The officer affected shall be given, by certified mail, written notice stating such proposed action, of the Board, together with a detailed statement of the reasons therefore, at least ten (10) days before removal action by the Board. The officer may appear in person or present a statement in Opposition to the proposed action. A vacancy in any office maybe filled for the unexpired term by designation of the Board.

#### ARTICLE VIII - COMMITTEES

The Board of Directors shall appoint such committees as from time to time the Board of Directors shall think proper. Members of such committees shall be chosen from the Board of Directors and/or from the general membership.

The Board of Directors shall define the duties of such committees. All actions by the committees shall be subject to approval of the Board of Directors.

#### ARTICLE IX - MISCELLANEOUS

Section 1. Notice and Transfer Fee. Whenever, under the provisions of these Bylaws, notice is required to be given to any member or director or officer, such notice may be given personally or may be given in writing by depositing the same in the United States mail addressed to the person to receive same at his address as, it appears on the books of the Association, with ordinary postage thereon paid. Each new owner is required to notify the Secretary of the Association of the mailing address to which he wants notices to be sent. Each new member shall be required to pay a transfer fee to the Association in an amount as set by the Board of Directors and to disclose to the Association his tax identification number (social security number) which is required by the Association for filing federal forms. Any such person may waive any notice required to be given, and presence at any meeting shall constitute a waiver of notice of such meeting, except where attendance is for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 2. Checks and Notes. All checks or demands for money end notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the corporation shall be fixed by the resolution of the Board of Directors.

Section 4. Seal. The corporation seal (of which there maybe one or more exemplars) shall be in such form as shall be fixed by resolution of the Board of Directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 5. Rules of Order. Except where inconsistent with these 13 laws or the laws of the State of Texas, Roberts Rules of Order (latest revision) shall govern the conduct of the meetings of the members of the Association and the meetings of the Board of Directors.

#### ARTICLE X - INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director or officer of the Association to the full extent and under the circumstances as allowed in Texas Revised Civil Statute Art. 1396-2.22 A. The Association may purchase and maintain insurance for its officers, directors and employees to protect them from liability for their actions in

accordance with that statute or other statutes pertaining to them, including, but not limited to, the Texas Charitable Immunities Act.

#### ARTICLE XI - AMENDMENTS

These Bylaws may be amended at any regularly scheduled meeting, or at any special meeting, provided notice of intent to amend is stated in the notice of the meeting, by the affirmative vote of three-fourths (3/4) of the members of the Board of Directors, who shall thereupon submit the proposed amendment to the membership for vote thereon at the annual meeting or at a special meeting. Such amendment or amendments shall become effective upon the affirmative vote of two-thirds (2/3) of the members present and voting in person or by proxy, at any duly constituted meeting of the memberships provided, however, that no provision of the Bylaws may be amended, repealed or adopted when the effect of such action is inconsistent with the status of the Association as a nonprofit corporation under the laws of the State of Texas. Any proposed amendment shall be submitted in writing to each member of the Association not less than ten (10) days before the date of the meeting at which such proposed amendment is to be voted on.

THE STATE OF TEXAS

COUNTY OF BRAZORIA

**THIRD AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS**  
**OF HIDE-A-WAY ON THE GULF, UNIT NUMBER 1,**  
**FORMERLY KNOWN AS COMMODORE COVE, SECTION II**

WHEREAS, Admiral Construction Company, Incorporated, as Declarant, on the 20th day of May, 1965, signed the Restrictions, Covenants and Conditions of Commodore Cove, Section 2, which were filed on May 25, 1965 at Volume 911, Page 357, et seq. of the Deed Records of Brazoria County, Texas, hereinafter called the "Restrictions", wherein the Commodore Cove subdivision was established, hereinafter called the "subdivision"; and,

WHEREAS, on the 16th day of January, 1970, Hide-A-Way On The Gulf, a Joint Venture composed of Hide-A-Way on the Gulf, Inc., and Longhorn Corporation, Inc. , signed those Amended Restrictions, Covenants and Conditions of Hide-A-Way On The Gulf Unit Number 1, Formerly Known As Commodore Cove, Section 11, which was filed for record on January 16, 1970 at Volume 1051 and Page 249, et seq. of the Deed Records of Brazoria County, Texas wherein the name of Commodore Cove, Section II was changed to Hide-A-Way On The Gulf, Unit 1, hereinafter called "First Amended Restrictions" and wherein the Hide-A-Way On The Gulf Property Owners Association, a/k/a, the Hide-A-Way On The Gulf Property owners Association, Incorporated, hereinafter called the "Association", was established as the property owners' association for the subdivision; and

WHEREAS, on the 13th day of April, 1982, the Association and a majority of the lot owners in the subdivision signed the Amended Restrictions, Covenants, and Conditions of Hide-A-Way On the Gulf, Unit 1, Formerly Known As Commodore Cove, Section II, which were recorded on or about the 13th day of April, 1982, at Volume 1638, Page 225, et seq., of the Deed Records of Brazoria -County, Texas, hereinafter called "Second Amended Restrictions"; and,

WHEREAS, in accordance with S 6.02 of the Second Amended Restrictions, they may be amended at any time by an instrument signed by the Association, together with a majority of the lot owners in the subdivision; and,

WHEREAS, the following amendments were adopted by a majority of the lot owners in the subdivision and the Association, as witnessed by the signature of the president of the Association and the signatures of the lot owners on the signature pages attached hereto and made a part hereof for all intents and purposes; Now, therefore, the Second Amended Restrictions are hereby amended and restated in their entirety, as set out in the amendments which follow herein:

**CHARACTER AND USE OF LOTS AND BUILDING RESTRICTIONS**

1.01 Except as may be indicated on the recorded plat of the subdivision, each and every lot therein shall be used for single family residential purposes only and for no other purpose.

1.02 No business, trade or profession and no noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood.

1.03 No building, fence, wall or other structure shall be built, placed or altered on any lot until the construction plans and specifications, which must be professionally drawn by an architect, engineer or house planner, and the plot plan showing the location thereof have been approved inwriting by the Architectural Control Committee, in accordance with the provisions below.

1.04 All structures shall comply with all applicable laws and building codes, as well as these Third Amended Restrictions.

1.05 No building shall be erected on any lot other than one single-family dwelling with or without an attached garage, and such outbuilding or buildings as is hereafter permitted for use as a boathouse or similar structure.

1.06 No building shall be located nearer than twenty-five (25) feet nor farther than 40 feet from the front street line nor nearer than five (5) feet to any side lot line or side street line, nor nearer than ten (10) feet to any rear lot line, except that in the case of an irregularly shaped lot, the Architectural Control Committee may approve a deviation in the front maximum set back line (40 feet) and rear set back line, provided that the same does not violate any set backs established by the county arid, provided further, that such approval is ratified by a majority of the Board of Directors of the Association.

1.07 The floor area of any dwelling commenced after the date of the recordation of these Third Amended Restrictions shall not be less than twelve hundred (1200) square feet, exclusive of garage, porch and basement. No dwelling shall be more than two stories in height, however, the ground area around the pilings of any dwelling built with a slab on grade construction, with pilings extending through the slab to support the next floor, still not be counted as a story, if enclosed for use as a garage, game room, or storage area.

1.08 A dwelling may be built to front or have its main entrance in any direction, provided, however, that such dwelling must have a presentable appearance from each abutting street or drive.

1.09 No structure of a temporary character, basement, tent, shack, garage, or other outbuilding shall be placed on any lot at any time or used as a residence either temporarily or permanently. Any garage or outbuilding shall be constructed at the same time or subsequent to the construction of the building it is intended to serve. All improvements shall be completed within eight (8) months. No used structure, no mobile home, and no prefabricated structures (except for storage buildings not to exceed 8' x 12'[length and width or width and length] x 8' (length) shall be moved onto any lot either temporarily or permanently.

Prefabricated or built on site storage buildings must be submitted to the Architectural Control Committee for approval, in advance, as set out below. Any such storage building must be permanently secured to a cement foundation. No commercial trailers or trucks exceeding three (3) axles shall be parked on any lot for more than 48 hours. Recreational vehicles and boats on trailers may be parked on the lots, either in the drive way or the area under the house, No boat or recreational vehicle shall be used as a residence at any time. No inoperable vehicle shall be parked on any lot for more than 72 hours. "Inoperable vehicle" is defined as any means of conveyance which is not licensed, with a current inspection sticker, or which is not operable, in fact.

1.10 The reference to "wall" in this paragraph does not refer to the walls of the dwelling constructed on the lot, except as indicated. No fence or wall shall be constructed or hedge grown which shall exceed six feet in height. No fence or wall shall be constructed in front of the front wall of the dwelling, other than a metal cyclone fence or picket fence with pickets not exceeding 2" across and being placed no closer than 2" to the next closest picket (except at the corners), which fence shall not be greater than 4 feet in height and which shall have a gate for access to the front door and which shall not cross the driveway between the house, or garage, and the street. No hedge shall be grown in front of the dwelling in such a way as to interfere with the appearance of the dwelling.

1.11 No animals except dogs, cats, or other household pets may be kept on any lot. All household pets shall be confined within a fenced area on the lot of their owner, and no household pet shall be permitted on the streets or any other common area except when leashed and under the control of its owner. No household pet shall be permitted upon a lot other than that of its owner except with the express permission of the owner of any other such lot. No livestock, fowl, or swine shall be kept as household pets or bred for (Commercial purposes on any lot. No more than three (3) allowable animals, whether dogs or cats or a combination thereof, may be kept on any lot and they shall not be bred for commercial purposes. in the event that any owner or occupant shall violate this restriction, the Association has the right to remove any of the offending animals, without being guilty of trespass, and to turn them over to an animal control officer or private animal retention facility and the cost of the same **shall** be charged back to the owner of the lot and become a part of the maintenance fee set out hereafter, subject to lien and all tile remedies for tile collection thereof.

1.12 All fires must be contained and enclosed and carefully supervised.

1.13 Use of firearms in the subdivision is prohibited.

1.14 Trash, garbage and other waste shall be kept in sanitary containers and shall be disposed of at regular intervals consistent with good housekeeping. Garbage cans shall be kept out of sight.

1.15 All household and yard tools and equipment shall be kept out of sight in enclosed storage areas except when in use.

1.16 No sign of any nature shall be permitted on any lot except for one "For Sale" or "For Lease" sign not to exceed 31 x 31.

1.17 All dwellings and other structures shall be kept and maintained in good repair and must be painted when necessary to preserve their attractiveness, unless treated and stained wood is used.

1.18 The grass and weeds on each lot shall at all times be cut to a height not to exceed 4" to promote sanitation, health and appearance. If the owner or occupant of the lot fails to comply with this restriction, the Association may enter onto the lot and cure the violation and the cost of the same shall be charged back to the owner of the lot and become a part of the maintenance fee set out hereafter, subject to the lien and all the remedies for the collection thereof.

## II.

### WATER AND SEWAGE DISPOSAL

2.01 No water well or cistern shall be built, dug or placed under or on any lot so long as water for domestic use shall otherwise be available to the lot.

2.02 No outside toilets shall be permitted. All lavatories, toilet and bath facilities shall be constructed indoors and shall be connected to a central sewage collection and disposal system, except that portable toilets shall be required on the lot during the time of residential construction for use by the workers during construction. Upon completion of the construction, the portable toilets shall be removed. All portable toilets shall be kept in a sanitary condition during the time of their use.

2.03 Drainage of sewage or disposition of refuse, garbage or debris into a street, road, ditch, canal, channel or other waterway, either directly or indirectly, is prohibited.

## III.

### STREETS, CANALS, EASEMENTS AND UTILITIES

3.01 The Developer reserves unto itself, its successors and assigns the right and privilege and an easement to use all streets and roads, canals, channels, and waterways, public areas and easements shown on the recorded plat of the subdivision, for utility purposes and surface drainage. In addition, the Developer reserves unto itself, its successors and assigns, an easement for utility purposes, in, on, over and under a strip five feet in width along the front and rear and each side of each and every lot in the subdivision. The Association is granted the right to grant to other persons, corporations, or entities additional easements within the existing five foot strip along the front, and rear and side of each and every lot in the subdivision, as set out for utility purposes. The easement that the Association may grant may be to entities that may not qualify as a public utility but which provide services to the residents of the subdivision, including, but not limited to, persons or companies providing transmission along cable lines, or the transmission of data and other information in any form that may exist now or hereafter be invented.,

3.02 Each lot owner is granted the right and privilege and an easement to use all of said streets and roads, canals, channels, and waterways, and public areas, but subject to and conditioned upon the observance of the rules and regulations as may from time to time be promulgated by the Association for the use of such facilities and upon the payment of any and all dues, fees, charges and assessments, which may be imposed by the Association for the establishment and maintenance thereof.

3.03 Each lot owner must use any right, privilege and easement granted herein in such a manner as not to interfere with any other lot owner's use. No lot owner may use any canal, channel or waterway, or permit a boat or similar object to be stored or tied therein, in such a way as to interfere with the free navigation thereof or permit any structure to interfere with the same. No boat, boat trailer, boat rigging, truck, car, or trailer of any kind shall be parked or stored, except temporarily, on any street or road. Temporarily as defined herein consists of 48 hours or less of consecutive time, broken by a period of no less than 48 hours and succeeded by a period of no less than 120 hours not in violation. No lot owner may construct a pier, boat dock, boat landing, or similar structure in any canal, channel or waterway.

#### IV.

#### THE ASSOCIATION AND ASSESSMENTS

4.01 The Association is the property owners association for this subdivision and is vested with all the rights previously established in the preceding Restrictions, First Amended Restrictions, Second Amended Restrictions, and as set out herein, including any and all rights previously vested in the Commodore Cove Property Owners Association. The purposes of the Association are the enforcement of the dedicatory instruments governing the subdivision, promotion of civic interests of persons owning or occupying lots in the subdivision, the promotion of the safety and health of such persons, the promotion of security protection for such persons, and the promotion of the cleanliness, beautification and protection of the property in the subdivision, as well as any and all other lawful purposes for which a property owners association or any other nonprofit corporation may exist in the State of Texas. The preceding enumeration is not by way of limitation on the purposes of the Association, nor shall this list be interpreted to be mandatory upon the Association, which shall in no instance have any liability for its actions, inactions, or malfeasance in the exercise of any of these purposes.

4.02 To accomplish its purposes, the Association shall have the right to make rules and regulations to govern the use of all common facilities and common areas in the subdivision. This power shall include the power to levy fines, which shall become part of the maintenance fee to which each lot is subject and secured by the lien and subject to all remedies for the enforcement thereof.

4.03 Each lot owner shall be a member of the Association by virtue of his ownership. Such membership shall be appurtenant to ownership in the lot and shall immediately cease upon the transference of title. Each new owner of a lot shall automatically become a member of the Association. No owner may avoid his liabilities as a member by waiving use of any of the facilities or attempting to resign membership. The Association shall be governed by its Bylaws and Articles of Incorporation. Each owner's membership rights shall be subject to suspension by the Association in accordance with the Bylaws, however, such suspension shall not alleviate any duties of such member as set out herein or in the Bylaws. Each member shall have such rights and privileges, in connection with the Association, as may from time to time be specified in its Articles of Incorporation and its Bylaws.

4.04 The right of any member to use the common facilities and areas and to vote in the Association meetings shall be conditioned upon observance of the rules and regulations established by the Association for the benefit and general welfare of its members, and conditioned upon payment of any dues, fees, charges or assessments. The Association shall have the right to levy assessments for any of the purposes that are contained herein or in the Bylaws and in the manner set out in the Bylaws.

4.05 The Association shall have the right to enforce any and all of the covenants contained herein, and pursuant thereto has the right to contract for the performing of services which will remedy the breach of any covenant herein and the cost of such enforcement or of remedying any breach of covenants herein shall be added to the maintenance fee to which each lot is - subject and secured by the lien and subject to all the remedies for the enforcement thereof.

4.06 As stated in the Restrictions, the First Amended Restrictions, and the Second Amended Restrictions, and restated herein, the Association has a lien upon the lot for each owner, second only to the lien for taxes, any recorded deed of trust, mortgage, or other security interest now existing or hereafter created, to secure the payment of the aforementioned assessments, fees, charges, interest at the highest rate allowed by law, late charges, and attorney's fees and cost of collection, and all other assessments in favor of the Association.

4.07 In addition to foreclosure by appropriate judicial proceedings, the Association may foreclose its lien against each lot in like manner as a Deed of Trust or contractual lien by no judicial foreclosure in accordance with Section 51.002 of the Texas Property Code or any future amendments or recodification thereof, without waiving its right to also proceed against the owner on the owner's personal liability. Each owner, by acceptance of a deed to a lot hereby expressly vests in the Association, acting through its Board of Directors a power of sale to enforce the lien set out herein. The Board may exercise the Association's power of sale by appointing an Agent, who may be removed and replaced at any time by a resolution of a majority of the Board of Directors, to act on behalf of the Board in foreclosing such lien and such designation or removal may be made without any formality other than a written appointment. The Board, acting on behalf of the Association, and acting through its appointed Agent, shall have the power to bid upon any lot foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and to convey the same from and after the time that a foreclosure sale is conducted. The recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the owner, his heirs, assigns, executors, and administrators. In the event any sale is made of a lot, the former owner, his tenants and other persons in possession under him, shall forthwith upon the making of the sale, surrender and deliver possession of the property to the purchaser at the sale, and in the event of their failure to do so, any occupants shall become tenants at sufferance of the purchaser at the foreclosure sale and the purchaser shall have the right to evict these persons by a proceeding brought in the Justice of the Peace Court where the property is situated. Any personal property left on the premises and not reclaimed within 10 days from the date of sale, shall be conclusively presumed to have been abandoned by the former owner, his tenants. or other parties in possession under him.

In addition to the preceding, the Association is hereby given an assignment of rents and may directly collect from any tenant rents that are owed to an owner in any amount that is owed to the Association that has not been paid by the owner within thirty (30) days of written demand to the owner at the last known address for the owner as reflected in the books of the Association, such demand being effective upon being placed in the mail, certified mail, return receipt requested, postage prepaid.

The Association may also sue to recover a money judgment for all amounts owed to it without waiving the liens securing the same.

V.

THE ARCHITECTURAL CONTROL COMMITTEE

5.01 The Architectural Control Committee shall make its ruling, in writing, within thirty (30) days of the date of its receipt of plans and specifications complying with this section and, in the event that no ruling is made within that period of time, the same shall act as an automatic disapproval of the plans. Two sets of plans and specifications shall be submitted to the Architectural Control Committee, one set of which will be retained by the Committee, the other which shall be returned either marked approved or rejected. The Architectural Control Committee may require reasonable fee to be paid with the submission of the area plans to compensate a professional architect or engineer for review of the plans on behalf of the Architectural Control Committee. If construction is not commenced within six (6) months after such approval is obtained, a new approval shall be required. Any prospective purchaser who desires to seek approval of the Architectural Control Committee prior to buying a lot may submit his plans in accordance with this paragraph.

5.02 The approval or disapproval of any plan by the Architectural Control Committee is done solely for the purposes of satisfying the needs of the Association and shall not be the basis for the establishment of any liability against the Association or any officer, director, employee, or member of the- Architectural Control Committee of the Association. The approval or disapproval of any plan or specification by the Architectural Control committee is not a representation or warranty by the Architectural Control Committee that the improvement may be built in accordance with the plans and specifications or that the same are structurally sound or comply with any building code or practice. The procedures of the Architectural Control Committee shall be prescribed by a resolution of the Board of Directors.

5.03 The number of the members of the Architectural Control Committee shall be no less than three. A quorum of the Architectural Control Committee shall be a majority of its members. All decisions of the Architectural Control Committee shall be made by a majority of the members voting, once a quorum has been established. Members of the Architectural Control Committee are appointed by and may be removed with or without cause by the Board of Directors of the Association.

5.04 The Board of Directors of the Association shall have the power to overrule the Architectural Control committee's decision within fifteen (15) days of the receipt of an approval or disapproval, by a unanimous vote of the Board.

5.05 The Architectural Control Committee may make approval of plans for professional builders to be designated "pre-approved plans". once plans have been qualified as pre-approved plans, a professional builder does not need to reapply for the use of the plans on a different lot, except for "Irregular lots" as the same has been defined by a resolution of the Board of Directors, but the construction must comply with all other provisions of these Third Amended Restrictions. The Board may, but shall not be required to, adopt guidelines for the Architectural Control Committee to follow as to the quality, design, and workmanship of improvements. Once adopted, the guidelines may be changed by a resolution of the Board of Directors, and do not need to be recorded to be effective against all persons desiring to gain Architectural Control Committee approval.

5.06 The Committee shall approve in advance any construction proposed for any lot in the subdivision. The Committee shall determine whether the same meets the specific requirements of these protective covenants. In addition, and without limitation, the Committee shall have the right to approve the type and size of the proposed structure, the quality of materials and workmanship, the harmony of the external design in relation to existing structures, and the location with respect to the topography of the property. The Committee shall formulate an established plan with regard to all such matters, subject to approval of the plan by the Board of Directors, and shall make the same available to all lot owners.

VI.

GENERAL PROVISIONS

6.01 These protective covenants shall constitute covenants running with the land and shall be binding on and inure to the benefit of Developer, its successors and assigns, and all persons claiming by, through or under it, until January 1, 2000, after which time they shall be automatically extended for successive period of ten (10) years unless an instrument signed by the Association and by a majority of the lot owners in the subdivision has been recorded, agreeing to a change therein in whole or in part.

6.2 These protective covenants may be amended at any time by an instrument signed by the Association, together with a majority of the lot owners in the subdivision.

6.03 These protective covenants may be enforced by the Association or by the owner of any lot in the subdivision, either by proceedings for injunction or to recover damages for breach thereof or both. However, only the Association may file suit to collect any of the assessments or sums mentioned in Article IV above or to enforce the foreclosure of any lien therein granted. The cost to the Association of any enforcement actions by the Association, including, but not limited to attorney's fees, interest at the highest rate allowed by law, expenses of litigation, investigators or expert witness fees shall be added to the maintenance fee owed by the owner of the lot and be secured by the lien securing the same, and subject to all remedies for the enforcement thereof. Any suit hereunder shall be filed in any court of competent jurisdiction with venue to be in Brazoria County, Texas.

6.04 In the event of any conflicts between these Third Amended Restrictions, the Bylaws, or the Articles of incorporation, the Restrictions shall prevail over the Bylaws and Articles of incorporation, and the Articles of Incorporation shall prevail over the Bylaws.

HIDE-A-WAY ON TIJE GULF PROPERTY  
OWNERS ASSOCIATION, INCORPORATED