

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 full 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 of f ices 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 may be 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 and 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 may be 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 Bylaws 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.

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

STATE OF TEXAS

COUNTY OF BRAZORIA

WHEREAS, by instrument dated the 20th day of May, 1965, and recorded in Volume 911 page 357 through page 364, both inclusive, of the Deed Records of Brazoria County, Texas, Admiral Construction Company, Incorporated, thereby placed certain restrictions and adopted a uniform plan of restrictions, covenants and conditions to govern certain land situated in Brazoria County, Texas, called Commodore Cove, Section II, as shown on the plat recorded in Volume 10 page 83 of the Plat Records of Brazoria County, Texas; and

WHEREAS, under the provisions of sub-paragraph 9.05 of said instrument, it is provided that said restrictions, covenants and conditions may be amended and altered by written instrument signed by a majority of the square foot owners of said Commodore Cove, Section II; and

WHEREAS, a majority of the square footage of said land is now owned by Hide-A-Way On The Gulf, hereinafter called Developer; and

WHEREAS, said Developer wishes to proceed with the development of said property, heretofore known as Commodore Cove, Section II, under the revised plat and name whereby said property shall henceforth be known as Hide-A-Way On The Gulf Subdivision, Unit Number I, as shown by a plat to be recorded in the office of the County Clerk of Brazoria County, Texas, and as provided in said prior restrictions, covenants and conditions.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that said restrictions above referred to in Volume 911 page 357 of the Deed Records of Brazoria County, Texas, are hereby amended and altered so as in the future, said restrictions, covenants and conditions as affecting said land now known as Hide-A-Way On The Gulf Subdivision, Section I, shall henceforth read as follows:

I.

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 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 any 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 and the plot plan showing the location thereof have been approved in writing by the Architectural Control Committee. If construction is not commenced within six (6) months after such approval is obtained, a new approval shall be required.

1.04 All structures shall comply with all applicable laws and building codes, as well as the restrictions herein.

1.05 No building shall be erected on any lot other than one single-family dwelling with an

attached or detached garage, and such outbuilding or buildings as is hereafter permitted for use as a bathhouse, pier, 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.

1.07 The floor area of any dwelling shall not be less than eight hundred (800) square feet, exclusive of garage, porch and basement. No dwelling shall be more than two stories in height, and no garage or building detached from the dwelling shall exceed one story in height.

1.08 No dwelling shall be built to front or have its main entrance in any direction other than toward the abutting street or drive, except that on corner lots the dwelling may front toward one or both of the streets or toward the intersection, but must have a presentable appearance from each of the streets.

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 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 six months from the beginning of construction.

1.10 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, and 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 fires must be contained and enclosed and carefully supervised. Use of firearms in the subdivision is prohibited. Trash, garbage and other wastes 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 except on garbage pickup days. All household and yard tools and equipment shall be kept out of sight in enclosed storage areas except when in use.

1.12 No sign of any nature shall be permitted on any lot except with the written consent of the Association.

1.13 All dwellings and other structures shall be kept and maintained in good repair and must be painted when necessary to preserve their attractiveness. No exposed, untreated or unstained wood except decking shall be allowed.

1.14 The grass and weeds on each lot shall at all times be cut to promote sanitation, health and appearance.

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; provided, however, that until water is available to the lot, the Developer will grant written permit, upon proper application, for the drilling of a temporary well and for the temporary operation thereof until water for domestic use shall become available.

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. If a central system is not available, a septic tank may be used on a temporary basis, upon the written consent of the Developer. Any such temporary septic tank must meet the recommended standards of the Texas State Department of Health and local health authorities and must be maintained in good working order.

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.

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 (5) feet in width along the front and rear and each side of all and every lot in the subdivision.

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, boating rigging, truck, car, or trailer of any kind shall be parked or stored, except temporarily, on any street or road. No lot owner may construct a pier, boat dock, boat land, or similar structure in any canal, channel or waterway.

3.04 It is contemplated that the Association will maintain the streets and roads, the canals, channels and waterways, and the public areas in good, sanitary and navigable condition so as to permit the use thereof by all lot owners at all times.

IV.

THE ASSOCIATION AND THE MAINTENANCE FUND

4.01 The Developer binds itself to establish a non-profit corporation under the Texas Non-Profit Corporation Act to be known as the Hide-A-Way on the Gulf Property Owners Association. Among the purposes for which the corporation shall be established are to promote the civic interests of persons owning or occupying lots in the subdivision, to promote the safety and health of such persons, to provide security protection for such persons, and to promote the cleanliness, beautification and protection of the property in the subdivision.

4.02 To accomplish its purposes, the Association shall have the right to make rules and regulations to govern the use of all streets and roads, canals, channels and waterways, and other public areas in the subdivision. It shall also have the right to make assessments against the lots in the subdivision for use in the establishment and maintenance of such streets and roads, waterways and channels and canals and other public areas.

4.03 Each lot owner shall be a member of the Association by virtue of his ownership. Each lot owner in a subdivision subsequently platted by the Developer shall likewise be a member of the Association. 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 By-Laws.

4.04 No sale, transfer, lease or other disposition of any lot shall be consummated unless and until the purchaser or transferee has applied for and has been approved as a member of the Association and such approval has been certified on the proposed deed or other instrument of transfer. This restriction shall not apply, however, to a lending institution which may bid in any lot at a foreclosure sale, nor shall it apply upon the death of an owner to a transfer by will or intestacy pursuant to the laws of the State of Texas. Membership in the Association shall be conditioned upon observance of the rules and regulations established by it for the benefit and general welfare of its members, and conditioned upon payment when due of any dues, fees, charges or assessments.

4.05 If a lot shall be acquired by someone who has not been approved for membership in the Association, or if an owner ceases to be a member of the Association, nonetheless, said owner hereby agrees that he will pay such portion of the specific expenses required and expended by the Association solely for the maintenance of streets and roads, canals, channels, and waterways, and public areas, as the furnishing of security protection that he would otherwise be required to pay if he was then in fact

4.06 The Association shall have the right to enforce any and all of the protective 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 assess the cost of said services against the particular lot owner involved.

4.07 The Association shall have a lien upon the lot of 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 dues, fees, charges, and all other assessments in favor of the Association.

V.

THE ARCHITECTURAL CONTROL COMMITTEE

5.01 The Association shall establish an Architectural Control Committee and shall provide for the filling of any vacancy thereon. The committee shall adopt rules governing the conduct of its business.

5.02 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 topograph of the property. The Committee shall formulate an established plan with regard to all such matters and shall make the same available to all lot owners.

5.03 The Committee shall have the power in specific cases where, owing to special conditions, enforcement of one or more of these protective covenants will result in hardship to the lot owner, to make a special exception thereto, and may substitute other conditions therefor, so that the spirit of these protective covenants will be preserved.

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 claimed by, through or under it, until January 1, 1990, after which time they shall be automatically extended for successive periods 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.

6.02 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 Developer or 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. When additional units are platted by the Developer, the owners of lots in the subdivision shall have standing to enforce the protective covenants applicable to the subsequent unit which shall be similar to but need not be identical to these protective covenants. Likewise, the property owners in such additional units shall have standing to enforce the restriction, covenants and conditions herein contained. However, only the Association or the Developer, or their successors or assigns may file suit to collect any of the assessments or sums mentioned in Section IV above or to enforce foreclosure or any lien therein granted. Any suit hereunder shall be filed in any court of competent jurisdiction with venue to be in Brazoria County, Texas.

6.04 Any one who has executed a contract to purchase any lot in the subdivision shall be deemed for all purposes hereunder by the owner of such lot if he has under such contract the right to possess of such lot, whether or not such right is conditional or limited.

6.05 The Developer reserves for itself and its designated agent or agents the right to use an unsold lot or lots for a temporary office location, and the right to place a sign or signs on any unsold lots. No lot in the subdivision owned by the Developer shall be subject to assessment by the Association.

without the consent of the Developer.

6.06 If any provision or portion of these protective covenants shall be declared invalid by judgment, court order, or otherwise, it shall not affect or invalidate any other provision or portion thereof. Failure to enforce any one or more provision hereof shall not constitute a waiver thereof. Invalidation of such provision or provisions.

EXECUTED this the 16th day of January, 1970.

Hide-A-Way On The Gulf, a joint venture composed of Hide-A-Way On The Gulf, Inc., a Texas corporation, and Longhorn Corporation Inc., a Texas corporation.

By Hide-A-Way On The Gulf, Inc. the managing partner

ATTEST

Secretary

By:

F. M. Donelson, Chairman of the Board

THE STATE OF TEXAS
COUNTY OF BRAZORIA

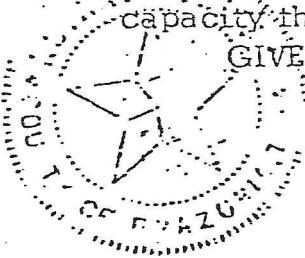
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BEFORE ME, the undersigned authority, on this day personally appeared F. M. Donelson, known to me to be the person whose name is subscribed to the foregoing instrument as Chairman of the Board of Hide-A-Way On The Gulf, Inc., and acknowledged to me that he executed the same as the act and deed of said corporation and for the purposes and consideration therein expressed, and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of January, 1970

Patricia A. Hopkins
Notary Public in and for Brazoria
County, Texas.

PATRICIA A. HOPKINS
Notary Public, In And For
Brazoria County, Texas



FILED FOR RECORD
AT 11:25 O'CLOCK 11 M.

JAN 16 1970

H. R. STEVENS, JR.
CLERK COUNTY COURT - BRAZORIA COUNTY TEXAS
BY *Patricia A. Hopkins* SECRETARY

106

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