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AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY MEADOWS TOWNHOMES 011-74-0161

THIS DECLARATION, made on the date hereinafter set forth by, the property owners set forth below, hereinafter collectively referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Galveston, Galveston County, Texas, more particularly described in Exhibit "A" attached hereto.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Such restrictions, covenants and conditions are in addition to the Restrictions and Covenants of Campeche Cove Subdivision Unit No. 1 recorded in Volume 2520, page 851, in the office of the County Clerk of Galveston County, Texas, amended by instruments recorded in Volume 2694, page 669 and in Volume 3088, page 76, in the office of the County Clerk of Galveston County, Texas, and under Film Code No. 003-52-2210 in the Official Public Records of Real Property of Galveston County, Texas.

GAC 9714887 37 PGS

ARTICLE I.

Definitions

"Association" means Bay Meadows Townhome Owners Association, Inc., a Texas nonprofit corporation, the Bylaws of which shall govern the management of the properties, common area and restricted common area.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but

excluding those having such interest merely as security for the performance of an obligation.

"Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Common Area" shall mean all real property owned by the Campeche Cove Homeowner's Association for the common use and enjoyment of the owners of lots in Campeche Cove Subdivision, Unit 2 Replat, Campeche Cove Townhomes, and Campeche Cove Townhomes Addition No. 1, Replat.

"Restricted common area" shall mean all property owned by the Bay Meadows Townhome Owners Association, Inc. for the common use and enjoyment of the owners of Lots shown on Exhibit "A" attached hereto and made a part hereof.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area or restricted common area.

"Declarant" shall mean and refer to the Declarants below named and their successors and assigns.

"Manager" shall mean and refer to the party or parties under contract in compliance with the provisions of Article X of this instrument.

ARTICLE II.

Property Rights

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area and restricted common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admissions and other fees for the use of any recreational facility situated upon the common area.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid;

and for a period not to exceed sixty (60) days from any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members entitled to vote at a properly called meeting at which a quorum is present who vote for such dedication or transfer and all holders of first mortgages on individual lots agreeing to such dedication or transfer has been recorded.

(d) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving any lot, the common area, restricted common area and facilities and in aid thereof to mortgage properties belonging to the Association and the rights of such mortgages in such properties shall be subordinate to the rights of the homeowners hereunder. The Association may also, with the consent of a two-thirds (2/3) majority of those members entitled to vote and voting at an official meeting of the membership, in person or by proxy, borrow money for the purpose of improving lots and facilities thereon (including the boardwalk) and mortgage Association owned properties to facilitate such borrowing.

(e) The right of the Association, through its Board of Directors, to determine the time and manner of the use of the recreation facilities by the members.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area, restricted common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III.

011-74-0164

Membership and Voting Rights

Section 1. Every owner, whether one or more persons or entities, of a lot which is subject to assessment shall be a member of the Association and shall remain a member thereof until his ownership ceases for any reason, at which time membership in the Association shall automatically cease. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. A member may not vote on any matter if he is delinquent in the payment of any annual or special assessment.

Section 2. The Association shall have one class of voting membership.

ARTICLE IV.

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges which may be prorated and made payable on an installment basis, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but shall constitute a lien against and on the property.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties; for maintenance repair and/or replacement of the boardwalk; for the improvement, maintenance and management of the common area, restricted common area, including swimming pool, and of the homes situated upon the properties; and for the improvement, maintenance and management of the common area and restricted common area, maintenance of the exterior of the townhouses and grounds as set forth in Article VI, Section 1 hereof; and for the payment of insurance premiums as provided for herein. The assessment shall include all charges for taxes (except real property taxes and other such taxes assessed separately on each lot or the personal property or any other interest of the owner), assessments, insurance (including fire and other casualty and liability insurance) on the restricted common area, yard, janitorial, and other similar services, wages, accounting and legal fees, management fees, and other expenses of upkeep, maintenance, and management actually incurred by the Association on or for the common area and restricted common area, the costs of operation of the common area and restricted common area, and, if the Board of Directors shall deem it appropriate, the cost of a reserve for the purposes set forth above.

Section 3. Amount of Assessment. From and after the date of this Amended and Restated Declaration, the maximum assessment may be set by a vote of the Board of Directors at a meeting duly called for this purpose, as hereinafter provided.

Notwithstanding the above provisions, Owners shall be responsible for an annual assessment to Campeche Cove Homeowners Association, as set forth in the Restrictions of Campeche Cove Subdivision Unit No. 1, recorded in Volume 2520, page 851 and amended by instruments recorded in Volume 2694, page 669 and in Volume 3088, page 76, in the office of the County Clerk of Galveston County, Texas.

011-74-0166

011-70-1564

The assessment set forth in this Article IV includes the assessment made by the Campeche Cove Homeowners Association. The Manager agrees and the Manager is empowered to collect such assessment for the Campeche Cove Homeowners Association, and shall remit same to the Campeche Cove Homeowners Association at such time as the Manager and the Campeche Cove Homeowners Association may agree.

The Board of Directors shall fix the amount of the assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 4. Special Assessments for Capital Improvements or Repairs. In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only (unless the assessment is for the purpose of repaying money borrowed by the Association repayable over more than one (1) year, in which case the assessment may extend for a period equal to the term of the loan made by the Association) for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Lots, restricted common area or common area, including fixtures and personal property related thereto, which is not covered by the reserve in the annual assessment, provided that any such assessment shall have the assent of sixty-six and two-thirds percent (66-2/3%) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Rate of Assessment. Assessments must be fixed at a uniform rate for all improved lots. Assessments must be fixed at a uniform rate for all unimproved lots. Further, the rate of assessment for unimproved lots need not be the same as the rate set

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011-70-1565

for improved lots. Special assessments for expenses unique to certain lots but not of general benefit to all lots may be apportioned by the Board of Directors to the specific lots affected.

Section 6. Date of Payment of Assessments. Assessments shall be due and payable monthly in advance on or before the first day of each month. Failure to pay by the 15th of each month shall require the imposition and assessment of a late charge as may be established by the Board of Directors.

Section 7. Collection of Annual Assessment by Manager. The manager is empowered, and the manager agrees, to collect the annual assessment for each lot on the due date established by the Board of Directors. The manager shall remit such collections to the Bay Meadows Townhome Owners Association and to the Campeche Cove Homeowners Association at such time as the manager and the Associations may agree. Each purchaser of a lot agrees to this provision. Nothing contained in this section 8 shall be construed to impose any liability on the manager for such collections other than to remit to the Association any sums collected by the manager representing pro-rated annual assessments under this Declaration.

Section 8. Effect of 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 at such rate as may be set by the Board of Directors, from time to time, not to exceed the highest rate allowed by law. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in Bay Meadows Townhome Owners Association, Inc., its agents, successors or assigns, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association, its agents, successors or assigns, in a like manner as a mortgage or deed of

trust lien on real property, and such owner hereby expressly grants to the Association a power of sale in connection with said lien.

The lien provided for in this section shall be in favor of the Association, its successors or assigns, and shall be for the benefit of all other lot owners. The Association, acting on behalf of all other lot owners shall have the power to bid in an interest at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting owner's portion of the premium. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area, restricted common area, or by abandonment of his lot.

Section 9. Special Assessment on Transfer. Upon the transfer of ownership of any lot, the Association shall be entitled to collect a fee of Fifty Dollars (\$50.00), as a special assessment, which fee shall be payable on the effective date of transfer of ownership.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be prior and superior to all other liens except only (a) ad valorem taxes and (b) all sums unpaid on a first mortgage or deed of trust of record. The sale or transfer of any lot shall not affect the assessments line; provided; however, that the sale or transfer of any lot pursuant to the foreclosure of a first mortgage thereon shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer, other than a foreclosure of a first mortgage set forth above, shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 11. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain directors' and officers' liability insurance and insurance for all the buildings and facilities on the

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properties, including all townhouses, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all restricted common area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses. All such insurance coverage, shall be written in the name of the Association for each of the townhouse owners in equal proportions. In addition to the aforesaid insurance required to be carried by the owners and/or the Association, any owner may, if he wishes, at his own expense, insure his own townhouse unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each owner at his own expense to provide, as he sees fit, homeowners liability insurance, theft and other insurance covering personal property against damage and loss.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed property as to as good condition as formerly. As such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal Government Agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairs and/or rebuilding to the same

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011-70-1568

condition as formerly, the Board of Directors shall levy a special assessment against all owners of the damaged townhouses in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such townhouses to make up any deficiency, except that the special assessment shall be levied against all townhouse owners, as established by Article IV, Section 4, above, to make up any deficiency for repair or rebuilding of the restricted common area not a physical part of a townhouse unit.

In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportions as the Board of Directors deem fair and equitable in light of the damage sustained by such townhouses. Such payments shall be made to all such owners and their mortgagees as their interests may then appear. In the event of damage or destruction by fire or other casualty to any townhouse or other property covered by insurance written in the name of an individual owner, said owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the exterior of the townhouse in a good workmanlike manner in conformance with the original plans and specifications of said townhouses. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the townhouse area within sixty (60) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such owner to repair and rebuild any such townhouse in a good and workmanlike manner in conformance with the original plans and specifications of the townhouses. The owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien on said property securing the payment of same identical to that provided above in this section securing the payment of insurance premiums, and subject to foreclosures as above provided.

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ARTICLE V.

Architectural Control

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No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of 3 or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within 60 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Approval by the Architectural Committee designated herein shall be subject to prior approval by the Architectural Committee of Campeche Cove Homeowners Association.

ARTICLE VI.

Section 1. In addition to maintenance upon the restricted common area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutter, downspouts, exterior building surfaces, trees, shrubs, grass, sidewalks, boardwalk and supporting structures, and other exterior improvements. Such exterior maintenance shall not include glass surfaces and patios.

Section 2. In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent act of the owner, his family or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot or property is subject.

Section 3. Owner's Maintenance. The owner shall maintain and keep in repair the following equipment and lines located outside the residence: air-conditioning compressor condenser, including pipes and electrical lines connecting same to the residence, sanitary sewer line connection the residence to the sanitary sewer collection system, electric power service conductors from the exterior of the building to the point of connecting to the electric utility company's junction box or transformer, electric circuit breakers, any portion of natural gas and/or telephone service companies, and water service line from curb stop to and throughout the dwelling unit.

An owner shall not do any act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners.

Section 4. Outside Antennas. Without prior written approval of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property, nor upon any structure situated upon the property. An aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna, shall be under the exclusive control of the board of directors.

Section 5. Non-Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any owner or owners in favor of the other owner.

ARTICLE VII.

User Restrictions

In order to provide a congenial occupation of the properties and to provide for the protection of the value of the entire development, the use of the residences and common areas shall be in accordance with the following provisions:

(a) Each of the townhouses shall be occupied by only a family, its servants, and guests, as a residence and for no other purpose, by the owner or a lessee under contract with the owner. No townhouse may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred.

(b) The restricted common areas and common areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the townhouses. No use or practice shall be permitted in any townhouse or in the restricted common areas and common areas (which is the source of annoyance to the residents, or which interferes with the peaceful possession and proper use of the property by its residents. All part of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor fire hazard allowed to exist. No immoral, improper, offensive or unlawful use shall be made of the townhouse property or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No townhouse owner shall permit any use of this townhouse or of the common area or restricted common area which will increase the rate of insurance upon the properties.

(c) No signs of any kind or for any use or purpose whatsoever shall be erected, posted, painted, or displayed upon any exterior wall or roof, or any part thereof, without the prior written consent of the Board of Directors, which consent will not be unreasonably withheld.

(d) No turkeys, geese, chickens, ducks, pigeons, or fowls of any kind, or goats, rabbits, hares, horses or animals usually termed "farm animals," shall be kept or allowed to be kept in any townhouse or in the common area, nor shall any commercial dog raising or cat raising, or any kind of commercial business be conducted on the premises, except that household pets may be permitted in written rules adopted by the Association. Any household pets permitted shall be leashed when not inside the townhouse or patio of the townhouse.

(e) No recreation vehicles or commercial vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, motorcycles, pick-up trucks or similar type items shall be kept other than in the garage or patio of the owner's townhouse. The Association shall have the right to permit storage of boats at the water's edge or other areas under such conditions as the Board of Directors shall, from time to time, prescribe.

(f) Reasonable rules and regulations concerning the use of the townhouse property may be made and amended from time to time by the Association in the manner provided by its By-Laws.

(g) An owner shall not, without the prior written consent of the Association (or the Architectural Control Committee), make any structural and/or architectural alteration in the townhouse or in the water, gas or steam pipes, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements or fixtures from the townhouse or common area or restricted common area.

ARTICLE VIII.

Easements

Each lot shall include the following easements from each lot owner and the same shall pass with each lot and shall rest in the grantee thereof as an inseparable appurtenance thereto:

Section 1. Ingress and Egress. Easements over each lot for the specific purpose of allowing use of the sidewalks, the lawn at the water's edge, and the boardwalk to facilitate travel between the townhouse units and to access the common area and restricted common area. The easement with respect to use of the boardwalk and use of the boardwalk by members of the Association shall be subordinate to the reasonable rights of use and enjoyment of the owner of the lot upon which the specific section of boardwalk to be used is located.

Section 2. Maintenance, Repair and Replacement. Easements through the lots, common area and restricted common area for maintenance, repair and replacement of the townhouse and common area and restricted common area. Use of these easements, however,

for access to the lots shall be limited to reasonable hours except that access may be had at any time in case of emergency, originating in his townhouse or threatening the safety of his or other townhouses, whether owner be present or not.

Section 3. Utilities. Easements through the lots, common area and restricted common area for all facilities for the furnishing of utility services within the property and to the various lots, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through a lot shall be substantially in accordance with the plans and specifications of the property.

Section 4. Roof Projections. Each roof, projection, and the like, which is built as a part of the original construction of the residence upon the properties which projects onto adjacent lots shall constitute permissible encroachments, and each owner of a residence which as originally built projects onto adjacent lots shall have a right and easement of enjoyment in and to said encroachment, which easement shall be appurtenant to and shall pass with the title to each said lot, whether expressly provided in the deed to said lot or not, and every lot onto which such roof, projection, and the like, encroaches shall be subject to the aforesaid easement, whether expressly stated in the deed to said lot or not.

ARTICLE IX.

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage to negligence or willful acts or omissions shall apply thereto.

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Section 2. Sharing of Repair and Maintenance.

The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty.

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

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators. If a party refuses to select an arbitrator within ten (10) days after requested so to do, the Board of Directors of the Association shall select an arbitrator for the party refusing to do so.

ARTICLE X.

Management Agreements

It shall be the duty of the Board of Directors of the Association to manage the project or to effect a contract for the management of the properties and to delegate to such manager the

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management duties of the Board of Directors, to be performed by such manager under the supervision of the Board of Directors. Any and all management agreements may be cancelled by an affirmative vote of the Board of Directors. Any and all management agreements may be cancelled by an affirmative vote of eighty percent (80%) of the members of the Association. Each owner of a lot hereby agrees to be bound by the terms and conditions of any management contract or agreements entered into by the Board of Directors. A copy of any such agreement shall be available to each owner. No Management agreement shall be for a term in excess of two (2) years.

ARTICLE XI.

Staged Developments

Additional residential property, common area or restricted common area may be annexed to the properties with the consent of fifty-one percent (51%) of the members.

ARTICLE XII.

In the event of such annexation and development, Declarant covenants, for itself, its successors and assigns, that the improvements constructed will be of comparable style and quality as those presently situated on the properties. The Board of Directors shall have the authority to set standards regarding the size and density of lots in any area to be annexed or in any presently undeveloped area:

Additional Rights of Mortgagees

Section 1. Notice to Mortgagees. Upon request to the Association, the holder of a first mortgage on a lot shall be entitled to receive written notice of:

(a) All meetings, both annual and special, of the Association at least thirty (30) days prior but not more than sixty (60) days prior thereto;

(b) Any material amendment to this Declaration, the By-Laws, or articles of incorporation;

(c) Substantial damage to or destruction of the common area and facilities, or any individual townhouse, or any condemnation or eminent domain proceedings; and

(d) Any default under the Declaration or By-Laws by an owner which is not cured within sixty (60) days.

Section 2. Books and Records. The holder of a first mortgage on a lot shall have the right to examine the books and records of the Association during normal business hours, and upon written request to the Association, shall be entitled to receive a copy of the annual audited financial statement of the Association within ninety (90) days following the end of the fiscal year of the Association.

Section 3. Right to Pay Amounts in Default. The holder(s) of a first mortgage on a lot may, jointly and singularly, pay taxes or other charges which are in default and which may or have become a charge against the common area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the common area or restricted common area, and the holder(s) making such payments shall be owed immediate reimbursement therefor from the Association.

Section 4. Prior Written Approval. Unless at least seventy-five percent (75%) of the holders of first mortgages on individual lots have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the restricted common area, or any part thereof, or improvements thereon. The granting of easements for public utilities or for other public purposes consistent with the intended use of the restricted common area shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an owner.

(c) By act or omission change, waive or abandon any of the restrictions, or enforcement thereof, pertaining to architectural control, exterior maintenance, or party walls.

(d) Fail to maintain insurance in accordance with Article IV, Section 2, or to use the proceeds of such insurance for losses to

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the common area for other than the repair, replacement or reconstruction of such improvements.

ARTICLE XIII.

General Provisions

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

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

Section 3. Amendment. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Amended and Restated Declaration may be amended by an instrument signed by not less than fifty-one percent (51%) of the total votes of the membership of the Association as defined in Article III hereof. It is the specific intention of this provision that ownership of a lot by a member entitles that member to vote or votes on questions of amendment in accordance with the provisions of Article III hereof.

**BAY MEADOWS TOWNHOME OWNERS
ASSOCIATION, INC.**

By: David E. Edwards
Name: David E. Edwards
Title: President

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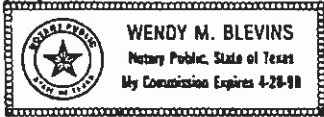
COUNTY OF GALVESTON

THIS INSTRUMENT was acknowledged before me on this the 15th
day of June, 1996, by David E. Edwards, President of Bay
Meadows Townhome Owners Association, Inc., a Texas corporation, on
behalf of said corporation.

Wendy M. Blevins

Notary Public in and for
the State of Texas

[SEAL]

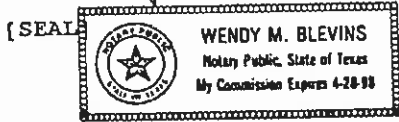


We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Carolyn B. Martin 10209 SCHAPER
Signature of Lot Owner

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 15th
day of June, 1996, by Carolyn B. Martin.



Wendy M. Blevins
Notary Public in and for
the State of Texas

Patricia A. Allen 10303 SCHAPER
Signature of Lot Owner

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 15th
day of June, 1996, by Patricia A. Allen.

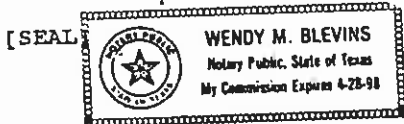


Wendy M. Blevins
Notary Public in and for
the State of Texas

Henry Engels #3 CADENA
Signature of Lot Owner
P.O.

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 15th
day of June, 1996, by Henry Engels.

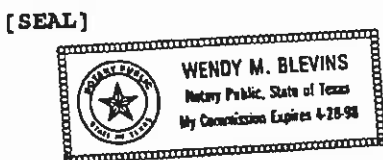


Wendy M. Blevins
Notary Public in and for
the State of Texas

Lanny Rold Cline 10203 SCHAPER
Signature of Lot Owner

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 15th
day of June, 1996, by Lanny Cline.



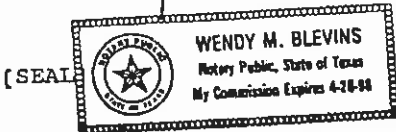
Wendy M. Blevins
Notary Public in and for
the State of Texas

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Gloria M. Archbell 10223 SCHAPPE
Signature of Lot Owner

STATE OF TEXAS S
COUNTY OF GALVESTON S

THIS INSTRUMENT was acknowledged before me on this the 15th
day of June, 1996, by Gloria M. Archbell.

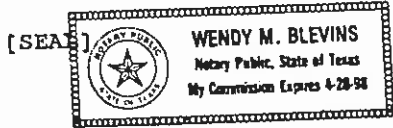


Wendy M. Blevins
Notary Public in and for
the State of Texas

[Signature] 10427 SCHAPPE
Signature of Lot Owner

STATE OF TEXAS S
COUNTY OF GALVESTON S

THIS INSTRUMENT was acknowledged before me on this the 15th
day of June, 1996, by Kwame Ackumey.

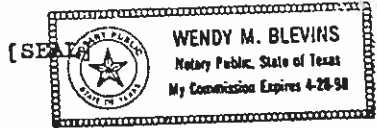


Wendy M. Blevins
Notary Public in and for
the State of Texas

[Signature] 10219 SCHAPPE
Signature of Lot Owner

STATE OF TEXAS S
COUNTY OF GALVESTON S

THIS INSTRUMENT was acknowledged before me on this the 15th
day of JUNE, 1996, by TRACY GAGE.



Wendy M. Blevins
Notary Public in and for
the State of Texas

[Signature] 10225 SCHAPPE
Signature of Lot Owner

STATE OF TEXAS S
COUNTY OF GALVESTON S

THIS INSTRUMENT was acknowledged before me on this the 15th
day of June, 1996, by Vincente Santa Cruz.



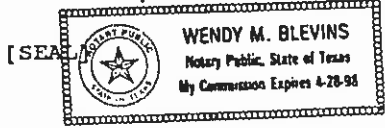
Wendy M. Blevins
Notary Public in and for
the State of Texas

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Ronald R. Edwards 10503
Signature of Lot Owner SCHAPUR

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by Ronald R. Edwards.

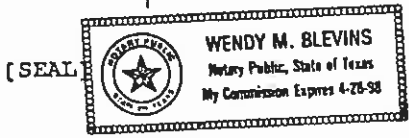


Wendy M. Blevins
Notary Public in and for the State of Texas

Marian L. Hallmark 10126
Signature of Lot Owner SCHAPUR

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by Marian Hallmark.

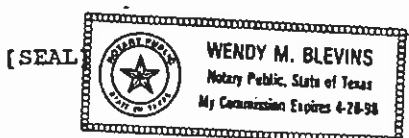


Wendy M. Blevins
Notary Public in and for the State of Texas

Marilyn Evans 10429
Signature of Lot Owner SCHAPUR

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by Marilyn Evans.

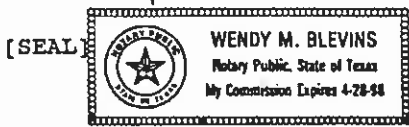


Wendy M. Blevins
Notary Public in and for the State of Texas

Marianne Alexis Setik 10421
Signature of Lot Owner SCHAPUR

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by Marianne Alexis Setik.



Wendy M. Blevins
Notary Public in and for the State of Texas

011-74-0184

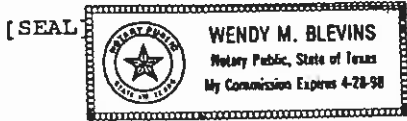
011-70-1583

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Byron J. Bailey
Signature of Lot Owner 10123 SCHAPER

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by Byron J. Bailey.

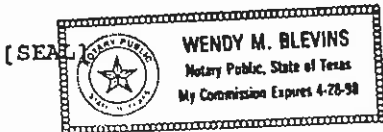


Wendy M. Blewins
Notary Public in and for the State of Texas

Mrs. Paul De Mesquita #1 CADENA PLACE
Signature of Lot Owner

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by Mrs. Paul De Mesquita.

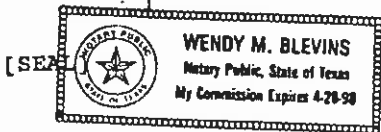


Wendy M. Blewins
Notary Public in and for the State of Texas

[Signature] 10409 SCHAPER
Signature of Lot Owner

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 21st day of June, 1996, by Doroteo Cruz Jr.

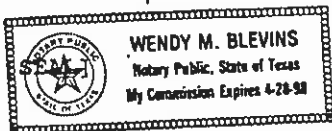


Wendy M. Blewins
Notary Public in and for the State of Texas

Allan Green #9 CADENA PLACE
Signature of Lot Owner

STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 18th day of July, 1996, by Allan Green.



Wendy M. Blewins
Notary Public in and for the State of Texas

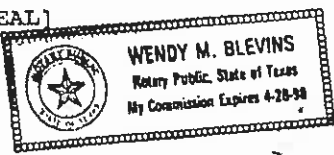
We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Michael R. Smith #5 CADEWA PLACE
Signature of Lot Owner

STATE OF TEXAS S
COUNTY OF GALVESTON S

THIS INSTRUMENT was acknowledged before me on this the 15th day of August, 1996, by Michael Smith.

[SEAL]



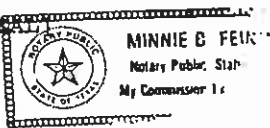
Wendy M. Blevins
Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF GALVESTON

David E. Edwards 10505 SCHAPPEL
Signature of Lot Owner
Notary Public, State of Texas
My Commission Expires 10-27-98

THIS INSTRUMENT was acknowledged before me on this the 10 day of OCTOBER, 1996, by DAVID E. EDWARDS, PRESIDENT.

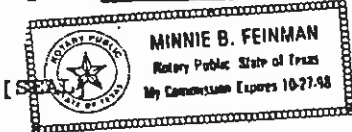
[SEAL]



David E. Edwards, PRESIDENT § LOTS
Notary Public in and for the State of Texas
Minnie B. Feinman
Signature of Lot Owner

STATE OF TEXAS S
COUNTY OF GALVESTON S

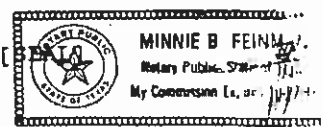
THIS INSTRUMENT was acknowledged before me on this the 10 day of OCTOBER, 1996, by DAVID E. EDWARDS, PRESIDENT.



Minnie B. Feinman
Notary Public in and for the State of Texas

STATE OF TEXAS S
COUNTY OF GALVESTON S

THIS INSTRUMENT was acknowledged before me on this the 18 day of NOVEMBER, 1996, by CHIN BLEED.



Chin Bleed 10111 SCHAPPEL
Signature of Lot Owner 10111

Minnie B. Feinman
Notary Public in and for the State of Texas

011-74-0186

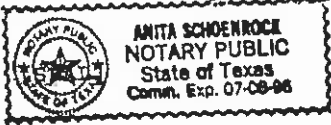
011-70-1585

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Julie A. Allen 10227
Signature of Lot Owner SCHAPPEL

STATE OF Texas S
COUNTY OF Dallas S

THIS INSTRUMENT was acknowledged before me on this the 2nd day of July, 1996, by JULIE A. ALLEN.



Anita Schoenrock
Notary Public in and for the State of Texas

Shanna J. Hickey
Signature of Lot Owner #11 CADENOPHORE

STATE OF Texas S
COUNTY OF GALVESTON S

THIS INSTRUMENT was acknowledged before me on this the 19 day of November, 1996, by DENISE S. WILKEY.



Minnie B. Feinman
Notary Public in and for the State of Texas

W. Wilkey 12/3/96
Signature of Lot Owner 10301 SCHAPPEL

STATE OF Texas S
COUNTY OF GALVESTON S

THIS INSTRUMENT was acknowledged before me on this the 3 day of December, 1996, by WEN LOH.

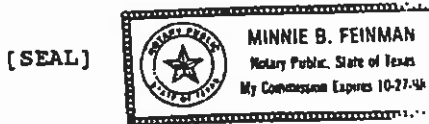


Minnie B. Feinman
Notary Public in and for the State of Texas

W. Wilkey 12/3/96
Signature of Lot Owner 10307 SCHAPPEL

STATE OF Texas S
COUNTY OF GALVESTON S

THIS INSTRUMENT was acknowledged before me on this the 3 day of December, 1996, by WEN LOH.



Minnie B. Feinman
Notary Public in and for the State of Texas

011-74-0187

011-70-1586

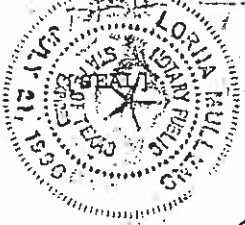
We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Teresa L. Hartsook 10425
Signature of Lot Owner SCHAPER

STATE OF TEXAS
COUNTY OF HARRIS

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THIS INSTRUMENT was acknowledged before me on this the 18TH day of JUNE, 1996, by Teresa L. Hartsook.



Lorna Muller
Notary Public in and for the State of TEXAS

Debra Bunch
Signature of Lot Owner

STATE OF TEXAS
COUNTY OF GALVESTON

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§
§

10101 Schaper dr

THIS INSTRUMENT was acknowledged before me on this the 10 day of JANUARY, 1997, by DEBRA BUNCH.



Minnie B. Feinman
Notary Public in and for the State of TEXAS

Sam. Schaper
Signature of Lot Owner

STATE OF TEXAS
COUNTY OF GALVESTON

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§
§

10107. Schaper Jr.

THIS INSTRUMENT was acknowledged before me on this the 21 day of JANUARY, 1997, by SAL M. WONG.



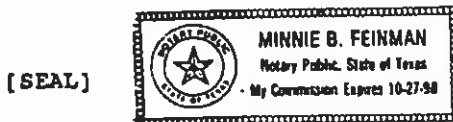
Minnie B. Feinman
Notary Public in and for the State of TEXAS

Sandra Williams
Signature of Lot Owner
10201 Schaper

STATE OF TEXAS
COUNTY OF GALVESTON

§
§
§

THIS INSTRUMENT was acknowledged before me on this the 8 day of MARCH, 1997, by ~~Minnie B. Feinman~~ SANDRA WILLIAMS



Minnie B. Feinman
Notary Public in and for the State of TEXAS

011-74-0188

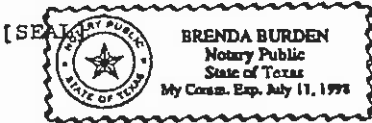
011-70-1587

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Robert O. Magruder
Signature of Lot Owner 10,205 SCHAPER

STATE OF Texas §
COUNTY OF Dallas §

THIS INSTRUMENT was acknowledged before me on this the 15th day of June, 1996, by ROBERT O. MAGRUDER.



Brenda Burden
Notary Public in and for the State of Texas

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL] _____
Notary Public in and for the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL] _____
Notary Public in and for the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

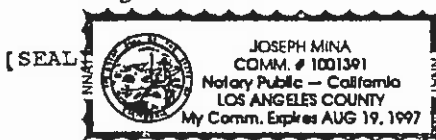
[SEAL] _____
Notary Public in and for the State of _____

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Betty Box #7 CADENA
Signature of Lot Owner

STATE OF California §
COUNTY OF Los Angeles §

THIS INSTRUMENT was acknowledged before me on this the 17 day of June, 1996, by Betty Box.

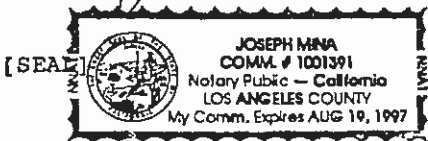


Joseph Mina
Notary Public in and for the State of CA.

Euel Box #7 CADENA
Signature of Lot Owner

STATE OF California §
COUNTY OF Los Angeles §

THIS INSTRUMENT was acknowledged before me on this the 17 day of June, 1996, by Euel Box.



Joseph Mina
Notary Public in and for the State of CA.

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL] _____
Notary Public in and for the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL] _____
Notary Public in and for the State of _____

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Aff. No. 4,333

COMM. STATE OF PUERTO RICO CITY OF SAN JUAN

Signature of Lot Owner: Barbara Glasgow 10211 SCHAPIR; Witness: Donald Edward Willett



THIS INSTRUMENT was acknowledged before me on this the 20th day of [blank], 1996, by Barbara Glasgow

Signature of Notary: Luis Garcia Barrasquillo; Notary Public in and for the state of Puerto Rico

Signature of Lot Owner

STATE OF COUNTY OF

THIS INSTRUMENT was acknowledged before me on this the day of 1996, by

(SEAL) Notary Public in and for the State of

Signature of Lot Owner

STATE OF COUNTY OF

THIS INSTRUMENT was acknowledged before me on this the day of 1996, by

(SEAL) Notary Public in and for the State of

Signature of Lot Owner

STATE OF COUNTY OF

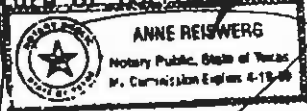
THIS INSTRUMENT was acknowledged before me on this the day of 1996, by

(SEAL) Notary Public in and for the State of

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Jack L. Byrd 10207
Signature of Lot Owner SCHAPPEL

STATE OF TEXAS
COUNTY OF GALVESTON



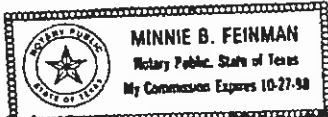
THIS INSTRUMENT was acknowledged before me on this the 22nd
day of June, 1996, by _____

Janet Cowley
Notary Public in and for
the State of Texas

[SEAL]

M. M. Mering 10305
Signature of Lot Owner SCHAPPEL

STATE OF TEXAS
COUNTY OF GALVESTON



THIS INSTRUMENT was acknowledged before me on this the 18
day of July, 1996, by Mary Ann Imbing

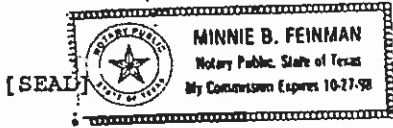
Minnie B. Feinman
Notary Public in and for
the State of Texas

[SEAL]

Louis Kevin Hecker 10423
Signature of Lot Owner SCHAPPEL

STATE OF TEXAS
COUNTY OF GALVESTON

THIS INSTRUMENT was acknowledged before me on this the 18
day of July, 1996, by Louis Kevin Hecker



Minnie B. Feinman
Notary Public in and for
the State of Texas

[SEAL]

Carlos Ortiz 10419
Signature of Lot Owner SCHAPPEL

STATE OF TEXAS
COUNTY OF GALVESTON

THIS INSTRUMENT was acknowledged before me on this the 18
day of JULY, 1996, by Carlos Ortiz



Minnie B. Feinman
Notary Public in and for
the State of Texas

[SEAL]

011-74-0192

011-70-1591

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996

[Signature]
Signature of Lot Owner

10103
SCHWAB

Jim K. Choate

STATE OF Texas §
COUNTY OF Rockwall §

THIS INSTRUMENT was acknowledged before me on this the 29 day of August, 1996, by _____.



Diane Gonzales

[SEAL]

Notary Public in and for the State of Texas

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL]

Notary Public in and for the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL]

Notary Public in and for the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL]

Notary Public in and for the State of _____

011-74-0193


011-70-1592

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

[Signature]
Signature of Lot Owner
10109 Schapar
Van K. Choate

STATE OF Texas §
COUNTY OF Rockwall §
§

THIS INSTRUMENT was acknowledged before me on this the 29 day of August, 1996, by _____

[SEAL]  Diane Gonzales
Notary Public in and for the State of Texas

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §
§

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____

[SEAL] _____
Notary Public in and for the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §
§

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____

[SEAL] _____
Notary Public in and for the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §
§

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____

[SEAL] _____
Notary Public in and for the State of _____

011-74-0194

011-70-1593

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

[Signature]
Signature of Lot Owner 10221 SHIPPAE

Massachusetts
STATE OF ~~TEXAS~~
COUNTY OF ~~GALVESTON~~ Suffolk

§
§
§



THIS INSTRUMENT was acknowledged before me on this the 18th day of November, 1996, by GREGORY PRADO.

RACHEL H. PAQUETTE
NOTARY PUBLIC, MASSACHUSETTS
MY COMMISSION EXPIRES MAY 21, 1999

Rachel H. Paquette
Notary Public in and for
the State of ~~Texas~~ MASSACHUSETTS

[Signature]
Signature of Lot Owner

Massachusetts
STATE OF ~~TEXAS~~
COUNTY OF ~~GALVESTON~~ Suffolk

§
§
§



THIS INSTRUMENT was acknowledged before me on this the 18th day of November, 1996, by GREGORY PRADO.

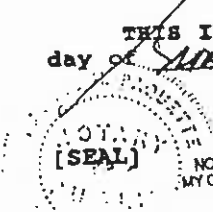
RACHEL H. PAQUETTE
NOTARY PUBLIC, MASSACHUSETTS
MY COMMISSION EXPIRES MAY 21, 1999

Rachel H. Paquette
Notary Public in and for
the State of ~~Texas~~ Massachusetts

[Signature]
Signature of Lot Owner

Massachusetts
STATE OF ~~TEXAS~~
COUNTY OF ~~GALVESTON~~ Suffolk

§
§
§



THIS INSTRUMENT was acknowledged before me on this the 18th day of November, 1996, by GREGORY PRADO.

RACHEL H. PAQUETTE
NOTARY PUBLIC, MASSACHUSETTS
MY COMMISSION EXPIRES MAY 21, 1999

Rachel H. Paquette
Notary Public in and for
the State of ~~Texas~~ Massachusetts

34
[Signature]
Signature of Lot Owner

011-74-0195

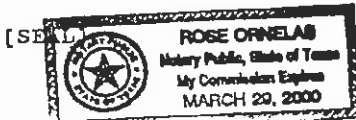
011-70-1594

We, the undersigned members of Bay Meadows Townhome Owners Association, Inc. hereby join to indicate our approval of the amendment of the original Declaration of Covenants, Conditions, and Restrictions of Bay Meadows Townhomes as adopted by a meeting of the membership held on February 6, 1996.

Arnon Owens 10121 SHAPUR
Signature of Lot Owner

STATE OF TEXAS §
COUNTY OF Galveston §

THIS INSTRUMENT was acknowledged before me on this the 22nd day of Nov, 1996, by Arnon Owens.



Rose Ornelas
Notary Public in and for
the State of TEXAS

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL] _____
Notary Public in and for
the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL] _____
Notary Public in and for
the State of _____

Signature of Lot Owner

STATE OF _____ §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 199____, by _____.

[SEAL] _____
Notary Public in and for
the State of _____

Greer, Herz & Adams
due moody Plaza 18th Floor

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Patricia Ritchie

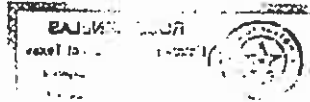
011-74-0196

4-4-97 04:01 PM 9712326
HOOD_P \$77.00
Patricia Ritchie, County Clerk
GALVESTON COUNTY, TEXAS

011-70-1595

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



011-70-1579

EXHIBIT "A"

011-74-0197

Lots 52 and 55 through 71, inclusive of Block 3, Campeche Cove Subdivision, Unit 2, Replat, a subdivision in Galveston County, Texas, according to the map thereof, recorded in Volume 15, Page 139 of the Map Records of Galveston County, Texas.

Lots 1 through 16, inclusive of Campeche Cove Townhomes, a subdivision in Galveston County, Texas, according to the map thereof, recorded in Volume 17, Page 32 of the Map Records of Galveston County, Texas.

Lots 28 through 50, inclusive of Campeche Cove Townhomes, Addition No. 1 Replat, a subdivision in Galveston County, Texas, according to the map thereof, recorded in Volume 17, Page 42 of the Map Records of Galveston County, Texas.

Lot 1, Block 1, Campeche Cove Townhomes Addition No. 2, a subdivision in Galveston County, Texas, according to the map thereof, recorded in Volume 18, Page 497 of the Map Records of Galveston County, Texas.

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Patricia Ritchie

4-25-97 09:58 AM 9714887
KAREN.J \$81.00
Patricia Ritchie, County Clerk
GALVESTON COUNTY, TEXAS