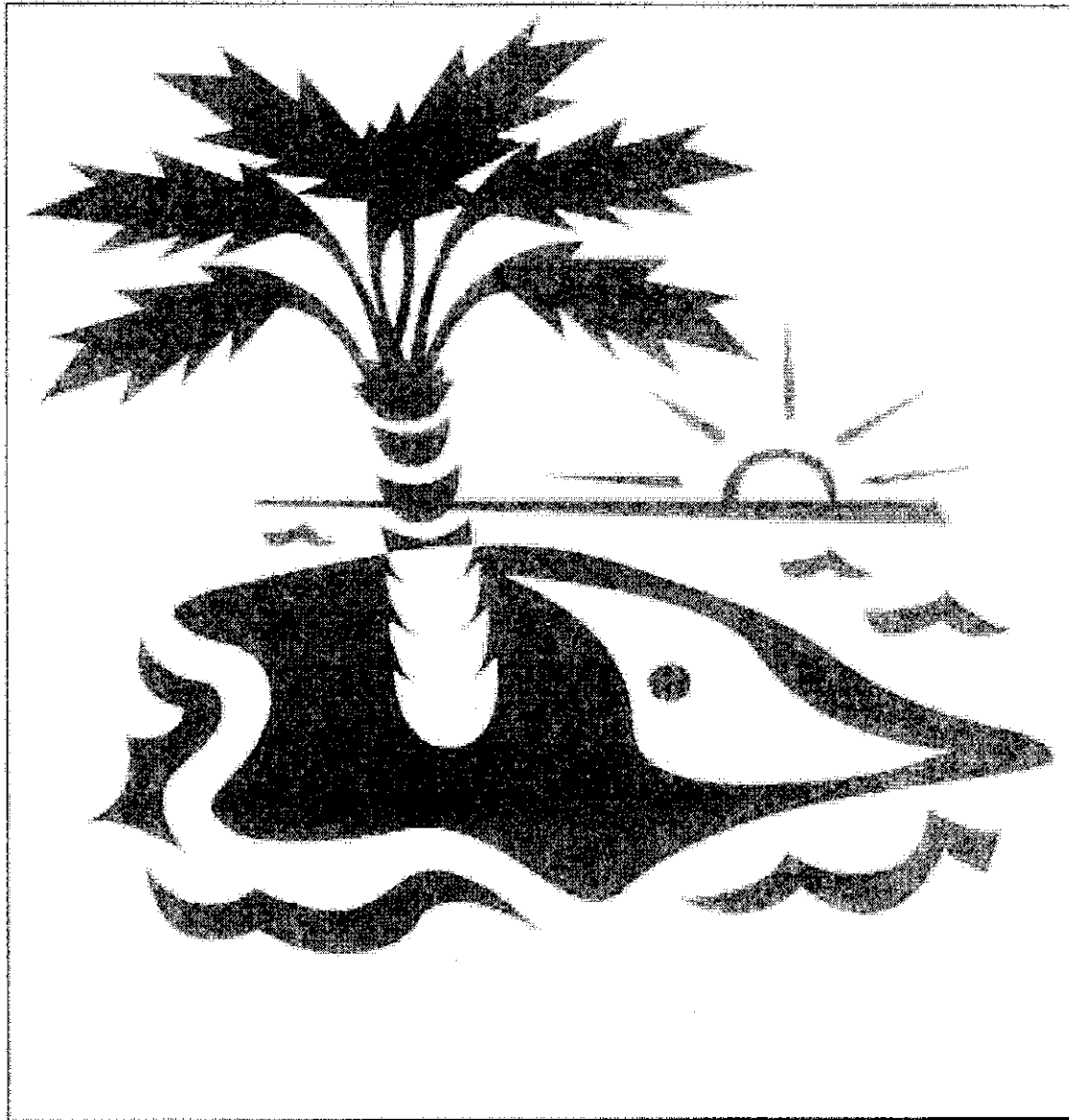


THE DUNES of WEST BEACH

COMMUNITY SERVICES ASSOCIATION, INC.



The Dunes Of West Beach
Architectural Committee
Revision 02/07/05

Page 1 of 4

Home owner: _____

Galveston address: _____

Contact phone number: _____

Architect: _____

Address: _____

Contact phone number: _____

Builder: _____

Address: _____

Contact phone number: _____

The following checklist is intended to be a guide for compliance to the DUNES OF WEST BEACH (DOWB) COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R). It is not intended to be all inclusive or in the detail necessary to insure compliance. It is the joint responsibility of the homeowner and builder to read the COVENANTS, CONDITIONS AND RESTRICTIONS in detail to be sure that 100% compliance is achieved.

II.5 Sound devices

- a) ☐ No sound devices (including, without limitations, horns, whistles, and bells) that produce a sound in excess of one hundred (100) decibels, except security systems used to protect a Lot and a Residential Unit located thereon, shall be placed or used on any Lot.

Comments: _____

II.7 Aerials and Antennal

- a) ☐ No exterior aerial antenna, satellite dish or structure of any kind (except a chimney and one flag pole) shall project above the uppermost roof line of any structure on any Lot in the property.
- b) ☐ No satellite dish shall exceed eighteen (18) inches in diameter.

Comments: _____

II.8 Exterior lighting

- a) ☐ No lighting fixture shall be installed that may become an annoyance or a nuisance to owners or occupants of adjacent properties.

Comments: _____

The Dunes Of West Beach
Architectural Committee
Revision 02/07/05

Page 2 of 4

II.9 Dwelling size

- a) ☐ 1600 square feet minimum.
- b) ☐ ground storage comply with Galveston requirements (City of Galveston Certificate of Occupancy).
- c) ☐ minimum of 300 square feet of covered deck.
- d) ☐ Ground level break away.

Comments: _____

II.10 Types of construction, material and landscape

- a) ☐ Affixed to the ground.
- b) ☐ Pilings – no creosote.
- c) ☐ Pilings – square, not round.
- d) ☐ No angle bracing between pilings to stringers. (See detail in CC&R)
- e) ☐ No exposed, untreated or unstained wood except for decking.
- f) ☐ Underside of lowest floor member seventeen feet (17") above sea level (Certificate of Occupancy).
- g) ☐ Toilet facilities connected to Subdivision Central Sewage System (none on ground level).
- h) ☐ Pilings sunk at least ten feet (10') per city permit.
- i) ☐ At least four (4) palm trees, minimum height of ten feet (10').
- j) ☐ Concrete driveway from house to street pavement, per City of Galveston permit.
- k) ☐ No horizontal or vertical type aluminum siding.
- l) ☐ Outside paint colors must be approved by the DOWB architectural committee.

Comments: _____

II.11 Location of improvements

- a) ☐ No portion of a building, except dune crossovers, including porch or roof overhang or stairs, shall be located closer to side, front or rear Lot lines than the building setback lines as shown on the Plat.
- b) ☐ No fence shall be erected on any Lot unless specifically approved by the Committee.
- c) ☐ No building or structure of any type, except for dune walkovers shall be built, placed or permitted on any portion of a Lot included in the Dune protection Zone.
- d) ☐ Driveways shall be located in accordance with the options designated on the plat.

Comments: _____

II.12.a.f Building and structures

- a) ☐ No building or structure, except for approved walkover, may be built, placed or permitted to remain within any portion of the Dune Protection Zone.

Comments: _____

The Dunes Of West Beach
Architectural Committee
Revision 02/07/05

Page 3 of 4

II.12.a.ii Dune walkover

- a) ☐ Pier (piling) spacing will be not less than five (5) feet.
- b) ☐ The walkover will have open decking not less than four (4) feet wide or more than the lesser of a) the maximum width allowed by the City of Galveston, or b) six (6) feet in width.
- c) ☐ The height above dunes equal to the greater of four (4) feet or the minimum height required by the City of Galveston.
- d) ☐ The centerline of approved design must extend along the property line outside the Dune Protection Zone to beyond the toe of the dune facing the beach.
- e) ☐ All walkovers shall have plans approved by the City of Galveston and the DOWB architectural committee.
- f) ☐ Paint colors must be approved by the DOWB architectural committee.

Comments: _____

II.12.e.i Site improvements and maintenance

- a) ☐ No landscaping within the Dune Protection Zone which involves alteration of the existing terrain or removal of native vegetation.

Comments: _____

II.13 Electrical distribution system

- a) ☐ Per the details in the DOWB Covenants, Conditions and Restrictions Section II.13

Comments: _____

II.16 Drainage structure

- a) ☐ Per the details in the DOWB Covenants, Conditions and Restrictions Section II.16

Comments: _____

II.18 Excavation or filling

- a) ☐ Per the details in the DOWB Covenants, Conditions and Restrictions Section II.18

Comments: _____

II.19 Signs and billboards

- a) ☐ No signs, advertisements, billboards or advertising structures of any kind without approval of the Architectural Committee.

Comments: _____

X.3 Procedures

- a) ☐ Beach front construction permit (City of Galveston).
- b) ☐ Application fee of \$150.00

Comments: _____

The Dunes Of West Beach
Architectural Committee
Revision 02/07/05

Page 4 of 4

ADDITIONAL COMMENTS

We agree that the requirements indicated as complete are correct and that the outstanding items (no check), as well as all other requirements listed in THE DUNES OF WEST BEACH COVENANTS, CONDITIONS, AND RESTRICTIONS, will be completed in accordance with THE DUNES OF WEST BEACH COVENANTS, CONDITIONS, AND RESTRICTIONS.

Homeowner

Date _____

Name (print) _____

Signature _____

Architect

Date _____

Name (print) _____

Signature _____

Builder

Date _____

Name (print) _____

Signature _____

OF The Dunes

THE DUNES OF WEST BEACH

015-19-0182

STATE OF TEXAS

§

AMENDED AND RESTATED

COUNTY OF GALVESTON

§

**DECLARATION OF COVENANTS,
CONDITIONS, & RESTRICTIONS**

This *Amended and Restated Declaration of Covenants, Conditions, & Restrictions* is by **THE DUNES OF WEST BEACH COMMUNITY SERVICES ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), joined by the undersigned Owners (as defined herein) constituting a majority of the Class A Members (as defined in the Declaration [as defined below]);

WHEREAS, that certain instrument titled *The Dunes of West Beach, Declaration of Covenants, Conditions, & Restrictions* (the "Declaration") was filed for record on November 22, 1994 under Clerk's File No. 9450337 in the Official Public Records of Real Property of Galveston County, Texas by Madron Investments Limited, a Gibraltar limited liability company ("Declarant");

WHEREAS, the Class B Membership (as defined in the Declaration) has terminated and a majority of the Class A Members have consented in writing to the amendment and restatement of the Declaration to read as set forth herein;

WHEREAS, Declarant was the owner of the real property described in Exhibit A, attached hereto and incorporated herein by reference (the "Property"). The Property is a subdivision of 35 lots known as "The Dunes of West Beach" of which a plat is recorded in Volume 18 Page 514 of the Map Records of Galveston County, Texas, a replat of Lots 30 through 42, inclusive is recorded in Volume 18, Page 681 of the Map Records of Galveston County, Texas, and a replat of Lots 1 through 22 is recorded in Volume 18, Pages 718 and 719 of the Map Records of Galveston County, Texas. The Dunes of West Beach is a replat of "The Shores At Maggies Cove" which was this same property platted in Volume 18 Page 449 Map Records of Galveston County, Texas (which was a replat of the Replat Of Westshore Subdivision which was platted in Volume 17 Page 194 Map Records of Galveston County, Texas, but which was subsequently vacated);

WHEREAS, Declarant intended by the Declaration to impose restrictions upon the Property under a general plan of improvement for the mutual benefit of all owners of residential property within the development made subject to the Declaration. Declarant desired to provide a flexible and reasonable procedure for the overall development of the Property, and to establish a method for the administration, preservation, use, and enjoyment of such Property, subject to the Declaration.

WHEREAS, the Declaration is for the purpose of protecting the value and desirability of, and are binding on all parties having any right, title, or interest in the described Property or any part thereof, and their heirs, successors, successors-in-title, and assigns, and inure to the benefit of each owner thereof;

WHEREAS, the Association and the undersigned Owners, constituting a majority of the Class A Members have determined that amending and restating the Declaration is in the Association's and the Owners' best interests;

NOW, THEREFORE, the Association and the undersigned Owners hereby declare that the covenants, conditions, and restrictions for the Property are hereby amended and restated to read as set forth herein and the Declaration is hereby amended and restated to read as set forth in this Amended and Restated Declaration of Covenants, Conditions, & Restrictions (this "Amended and Restated Declaration").

The Property is hereby encumbered by the covenants, conditions, restrictions, easements, and charges set forth below, in order to:

- Ensure the best and highest use and the most appropriate development and improvement of each lot within the Property for residential purposes;
- Protect the Owners of lots against the improper use of surrounding lots;
- Preserve, so far as practicable, the natural beauty of the Property;
- Guard against the erection of unsightly structures of improper or unsuitable materials;
- Encourage and secure the proper continued maintenance of the land and improvements on each lot;
- Secure and maintain the proper use of easements within the Property;
- Preserve, as far as practicable, lines of sight from the lots; and
- In general, provide for a residential subdivision of the highest quality to enhance the value of the investment made by Owners in purchasing lots and constructing homes.

Nothing contained in this Amended and Restated Declaration shall be construed as affecting or attempting to affect the priority or validity of any lien (including any lien created by the Declaration) placed on any property within the Property (including, without limitation, a Lot or Residential Unit) prior to the date of recording of this Amended and Restated Declaration; nor shall anything contained herein be construed as affecting or attempting to affect the validity of any approval granted to or assessment, fee, or other charge levied against any Lot or Owner under the Declaration.

ARTICLE I

DEFINITIONS

Section I.1. *Architectural Control Committee or Committee* shall mean the committee appointed as set forth in Article X, which committee shall have exclusive authority over modifications,

additions, or alterations made on or to existing Residential Units or structures and the open space, if any, appurtenant thereto.

Section 1.2. *Assessments* shall mean General Assessments, Special Assessments, and Specific Assessments. The Assessments shall be for Common Expenses or for other purposes promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Residential Units or Lots, all as may be specifically authorized from time to time by the Board and as more particularly described below.

The General Assessments and Special Assessments shall be levied equally against Owners of Lots for purposes authorized by this Amended and Restated Declaration or by the Board from time to time. Notwithstanding the foregoing, Specific Assessments shall be levied by the Board among benefitted Owners only, as determined by the Board.

Section 1.3. *Association* shall mean and refer to The Dunes of West Beach Community Services Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 1.4. *Board of Directors* or *Board* means the Board of Directors (as defined under Texas non-profit corporation law) of the Association.

Section 1.5. *Bylaws* shall refer to the Bylaws of the Association, as amended from time to time.

Section 1.6. *Common Area* shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 1.7. *Common Expenses* shall mean the actual and estimated expenses of the Association, both for general and Lot-specific purposes, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Amended and Restated Declaration, the Bylaws, and/or the Articles of Incorporation of the Association. Common Expenses shall be included in the Assessments and shall include, but are not limited to, the following: (a) maintenance, repair, rebuilding, and restoration of all improvements in the Common Area, including, without limitation, costs of labor, services, materials, and equipment associated therewith; (b) all liability whatsoever for loss or damage arising out of or in conjunction with the Common Area; (c) all charges, costs, and expenses incurred by the Association for or in conjunction with the administration of the (i) Common Area (e.g. landscaping maintenance, irrigation, entrance plants, water and electricity, lighting, sidewalks, dunes and dune crossover walkways, paths, collecting and disposing of garbage, trash, and rubbish from the Common Area, and doing other things necessary or desirable in the opinion of the Board to keep the Property neat and in good order, or which the Board considers of a general benefit to the Owners or occupants of Lots), and (ii) the Association; (d) all charges, costs, and expenses incurred in connection with the enforcement of this Amended and Restated Declaration (e.g. the enforcement of the provisions of Article VI); and (e) all premiums for fire, extended coverage and liability insurance required or permitted with respect to the Association (including liability insurance coverage purchased for the benefit of the Board, the Association's officers, and/or the Committee) or the Common Area.

Section I.8. *CPI* means the Consumer Price Index-All Urban Consumers-All Items, for the Houston, Galveston, Brazoria, Texas area, 1982-1984=100. Should the U.S. Department of Labor, Bureau of Statistics cease to publish such CPI, the Board shall select such other index which in its judgment reflects the then broad range of economic factors represented in the said CPI.

Section I.9. *Dune Protection Zone* means the one hundred and ten foot (110') wide area of dunes labeled as "Dune Reserve" on plat is recorded in Volume 18, Page 514 of the Map Records of Galveston County, Texas, "Beach Reserve" on the replat of Lots 30 through 42, inclusive, recorded in Volume 18, Page 681 of the Map Records of Galveston County, Texas, and "Dune Protection Zone" on the replat of Lots 1 through 22, recorded in Volume 18, Pages 718 and 719 of the Map Records of Galveston County, Texas.

Section I.10. *Eligible Mortgage Holder* shall mean a holder, insurer, or guarantor of a First Mortgage or Second Mortgage on a Lot and or Residential Unit who has requested notice of certain matters from the Association as provided herein and/or in the Association's bylaws (such request must state the name and address of such holder, insurer, or guarantor and the address of the property subject to the Mortgage).

Section I.11. *Entity* shall mean a corporation (including any non-profit corporation), general partnership, limited partnership, joint venture, limited liability company, estate, trust, company or other enterprise, association, organization, or entity of any nature other than an individual or a Governmental Authority.

Section I.12. *First Mortgage* shall mean any first lien Mortgage.

Section I.13. *First Mortgagee* shall mean the beneficiary or holder of any First Mortgage.

Section I.14. *General Assessments* shall mean the fees imposed by the Association, from time to time, against each Lot to cover projected Common Expenses for a fiscal year.

Section I.15. *Governmental Authority* shall mean any and all applicable courts, boards, bureaus, agencies, commissions, offices or authorities of any nature whatsoever of any governmental or quasi-governmental unit (federal, state, county, district, municipal, or otherwise).

Section I.16. *Lot* shall mean a portion of the Property other than the Common Area intended for any type of independent ownership and use as may be set out in this Amended and Restated Declaration and as shown on the Plat.

Section I.17. *Majority* means more than fifty percent (50%).

Section I.18. *Member* shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section I.19. *Mortgage* means any mortgage, deed of trust, security agreement, lien to secure debt, and any other similar instrument used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

Section I.20. *Mortgagee* shall mean the beneficiary or holder of a Mortgage.

Section I.21. *Owner* shall mean and refer to the record owner, whether one or more Persons, of any Lot which is part of the Property, but excluding any Person holding the fee simple title merely as security for the performance of an obligation.

Section I.22. *Person* means a natural person or Entity.

Section I.23. *Plat* shall mean, collectively, (i) all the plat originally titled THE SHORES AT MAGGIE'S COVE subdivision in Galveston County, Texas, according to the Plat thereof recorded in Volume 18, Pages 449, of the Plat Records, Clerk's File No. 934702 in the Office of the County Clerk of Galveston County, Texas; (ii) the replat of Lots 30 through 42, inclusive, recorded in Volume 18, Page 681 of the Map Records of Galveston County, Texas; and (iii) the replat of Lots 1 through 22, recorded in Volume 18, Pages 718 and 719 of the Map Records of Galveston, County, Texas.

Section I.24. *Property* shall mean and refer to the real property described on page one of this Amended and Restated Declaration and such additional real property as may be added in accordance with this Amended and Restated Declaration.

Section I.25. *Residential Unit* shall mean a detached, single family dwelling. For the purpose of this Amended and Restated Declaration, a Residential Unit shall come into existence upon the issuance of a certificate of occupancy by the appropriate agency of Galveston County, City of Galveston, or other local Governmental Authority.

Section I.26. *Second Mortgage* shall mean any second lien Mortgage.

Section I.27. *Second Mortgagee* shall mean the beneficiary or holder of any Second Mortgage.

Section I.28. *Special Assessments* means the fees levied at any time in any year to cover unforeseen expenses incurred or to be incurred by the Association including, without limitation, Common Expenses.

Section I.29. *Special Assessment Limit* has the meaning set forth in Section 6.10.

Section I.30. *Specific Assessments* means fees levied at any time in any year to cover unforeseen expenses incurred or to be incurred by the Association for the benefit of only particular Lots. Specific Assessments shall include, by way of example and not limitation: (i) exterior maintenance of dwellings, (ii) insurance on dwellings (pursuant to an amendment to this Amended and Restated Declaration), or (iii) other fees which may be authorized by this Amended and Restated Declaration (as amended from time to time).

ARTICLE II
USE RESTRICTION

Section II.1. Owners' Enjoyment of Common Area. Every Owner shall have use and enjoyment in and to the Common Area which right shall be appurtenant to and shall pass with the title of every Lot, subject to the following:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the Common Area and to impose reasonable limits on the number of guests who may use any such facilities;
- (b) the right of the Association to suspend an Owner's voting rights and right to use any facilities for any period during which any Assessment against the Owner's Lot remains unpaid, and for any infraction by an Owner of the Association's rules and regulations for the duration of the infraction;
- (c) the right of the Association, with regard to portions of the Property which may be owned for the purpose of development, to grant easements in and to the Common Area contained within the Property to any public agency, authority, or utility for such purposes as benefits only a portion of the Property and Lots contained therein;
- (d) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, for acquiring additional Common Area, or for constructing, repairing, or improving any facilities located or to be located thereon. The Association may give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area, provided that (i) two-thirds (2/3) of the Members present at the meeting called for such purpose shall approve; and that (ii) the lien and encumbrance of any such mortgage shall be subordinate to all rights, easements, and privilege established in this Amended and Restated Declaration for the benefit of the Association or any Owner, or the holder of any mortgage irrespective of when executed, given by the Association or any Owner encumbering any Lot or other property; and
- (e) the right of the Association to dedicate or transfer all or any portion 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 of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least two-thirds (2/3) of the votes of the Members of the Association who are present or represented by proxy and who are entitled to vote at a meeting duly called for such purpose.

Section II.2. Land Use and Building Type. The Property shall be used for residential purposes only, and only one Residential Unit (and no other building) shall be erected on any one Lot. Additionally, nothing herein shall prohibit the construction of a Residential Unit on portions of two or more Lots, in which case such Lots shall be considered as one Lot for building purposes only (e.g. the Owner of two contiguous Lots may not erect two Residential Units on such Lots if one Residential Unit

occupies portions of both Lots). No commercial activity shall be conducted on or from any Lot, except that a Lot Owner may from time to time lease his or her Residential Unit for occupancy by a Person for residential purposes for not less than three (3) months per lease term (which lease agreement shall prohibit any form of assignment or subleasing by such tenant). In no event may any Lot be leased for less than three (3) months per lease term. In addition to the rights set forth in the immediately preceding two (2) sentences, the Owner of a Lot may allow guests to occupy such Owner's Residential Unit, with or without the Owner, as long as no Person receives any consideration for such occupancy. Under no circumstances may any Owner engage the services of any real estate broker or residential rental locator to advertise any Lot or Residential Unit for rent or lease, except for rentals or leases of not less than three (3) months in term.

Section II.3. Mineral Development. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon, in, or under any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon, in, or under any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section II.4. Prohibited Activities. No activity, whether for profit or not, shall be conducted on any Lot or within the Property which is not related to single family residential purposes, nor shall any noxious or offensive activity be carried on, in, upon, or under any Lot, which may tend to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. The Board shall have the sole and absolute discretion to determine whether any activity constitutes a nuisance or annoyance. Activities expressly prohibited include, without limitation, (a) the performance of work on automobiles, watercraft, or other vehicles (other than routine maintenance and cleaning) upon a Lot or in driveways or streets on the Property, (b) the use or discharge of firearms, firecrackers or other fireworks, (c) the storage of flammable liquids in excess of five gallons, (d) the storage for more than forty-eight (48) consecutive hours of any watercraft or motorized recreational vehicle, except that such storage shall be allowed directly beneath the first floor of enclosed living area of each Residential Unit, or (e) other activities that may be offensive by reason of odor, fumes, dust, smoke, noise, vibration, or pollution, or that are hazardous by reason of excessive danger of fire or explosion. Additionally, there shall not be maintained any plants, animals, devices, or things of any sort whose normal activities or existence, in the Board's sole and absolute discretion, is in any way noxious, dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of other Lots in the Property.

Section II.5. Sound Devices. No sound devices (including, without limitation, horns, whistles, and bells) that produce a sound in excess of one hundred (100) decibels, except security systems used exclusively to protect a Lot and a Residential Unit located thereon, shall be placed or used on any Lot. This paragraph shall not preclude the use of outdoor speakers for home entertainment systems if the sound level is maintained at a reasonably low level with respect to adjoining Lots and Common Area.

Section II.6. Resubdivision. No Lot may be resubdivided. The Owner of a Lot may, however, convey the Lot to the Owner of an abutting Lot. As set forth above, nothing herein shall prohibit the construction of a Residential Unit on portions of two or more Lots, in which case such Lots shall be considered as one single Lot for building purposes only. Irrespective of the foregoing provisions of

this Section 2.6, the Assessments hereinafter set forth in Article VI shall be and remain applicable to all Lots as originally platted (e.g. the Owner of a single Residential Unit on a Lot consisting of two combined Lots as shown in the Plat shall be assessed charges for two Lots under Article VI).

Section II.7. *Aerials and Antennas.* No exterior aerial antenna, satellite dish, or other structure of any kind (except a chimney and one flag pole) shall project above the uppermost roof line of any structure on any Lot in the Property. No exterior satellite dish shall exceed eighteen (18) inches in diameter.

Section II.8. *Exterior Lighting.* No exterior lighting fixture (other than standard fixtures approved by the Architectural Control Committee or installed by the Declarant) shall be installed within or upon any Residential Unit or Lot without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to Owners or occupants of adjacent properties. All modification of exterior lighting must be approved in writing by the Committee, in advance, as provided in Article X.

Section II.9. *Dwelling Size.* Each Residential Unit erected on the Property shall contain not less than 1600 square feet of air conditioned, enclosed living area, and not less than 300 square feet of covered deck area. The ground level storage area of each Residential Unit shall comply with all requirements of the City of Galveston and such storage area shall be located beneath the first floor of enclosed living area. The ground level enclosure walls shall be of a "break away" nature, unattached to the concrete slab, and toe-nailed to the support pilings.

Section II.10. *Type of Construction, Materials and Landscape.*

- (a) Every Residential Unit shall be affixed to the ground in a permanent manner.
- (b) All elevated Residential Units shall be built on pilings or other type of elevated foundation designed so that the foundation will aesthetically conform to standards set by the Committee. In no circumstances shall creosote treated pilings be used.
- (c) No round pilings shall be permitted, unless concrete.
- (d) No angle bracing from pilings to floor stringers will be permitted. Elevated structures may be cross-braced against the floor beams to prevent racking of structures, and floor joist stringers must be of adequate size to carry floor joists without angle bracing from the pilings to the stringers.
- (e) All improvements must be kept in good repair, and painted when necessary to preserve the attractiveness thereof. No exposed, untreated or unstained wood, except decking, will be permitted.
- (f) The underside of the lowest horizontal floor member of each Residential Unit must be at least seventeen feet (17') above mean sea level and no Residential Unit shall be more than two (2) stories of living area in height.

(g) Toilet facilities of all Residential Units shall be installed inside each house, and shall be connected before use with The Subdivision Central Sewage Disposal System approved by the City of Galveston.

(h) All pilings shall be sunk to a depth of at least ten (10') feet.

(i) Upon completion of a Residential Unit, each Lot Owner shall plant on his Lot at least four (4) palm trees, of a minimum height of ten (10') feet at the time of planting.

(j) Each Lot Owner shall install a concrete driveway extending from the house to the street pavement. Notwithstanding the foregoing, however, the Committee shall have the right to consider and approve or disapprove, in its sole discretion, other types of driveway pavement upon written request of the Owner of the Lot.

(k) Notwithstanding anything herein contained to the contrary, Residential Units may be raised on the Property provided, however, that no such Residential Unit may be raised with horizontal or vertical type aluminum siding, and provided further that each such Residential Unit to be raised must first be approved by the Committee.

Section II.11. Location of Improvements. No portion of a building except dune walkovers, including porch or roof overhang or stairs, shall be located closer to side, front, or rear Lot lines than the building setback lines as shown on the Plat. No fence shall be erected on any Lot unless specifically approved by the Committee. No building or structure of any type, except for dune walk-overs shall be built, placed or permitted to remain on any portion of a Lot included in the Dune Protection Zone. Driveways shall be located in accordance with the options designated on the Plat.

Section II.12. Dune Protection Zone. The Association and Owner of each Lot understand and agree that the protection and maintenance of sand dunes which front on the beach facing the Gulf of Mexico is an important means of retarding beach erosion and reducing the destructive energy of storm surges. The relevant Owners shall be responsible for compliance with any and all federal, state, and local laws and ordinances governing the location and design of improvements and the alteration or improvement of Lots which contain dunes, beach swales or other environmentally significant features.

In order to ensure the continuance, protection and maintenance of the dunes, the Dune Protection Zone has been designated on the Plat and the following additional restrictions, covenants, and conditions shall be and are hereby imposed against those portions of said Lots located within said Dune Protection Zone, as covenants running with the land. These additional covenants and restrictions shall affect only those portions of the Lots within the Dune Protection Zone, and shall be in addition to, and not in substitution for, the remainder of the restrictions, covenants and conditions herein contained. The additional restrictions, covenants and conditions are as follows:

(a) Prohibition Against Construction.

(i) **Building or Structures.** No building or structure of any type, except for dune walkovers (the design of which must be approved by the Committee), may be built, placed, or permitted to remain within any portion of the Dune Protection Zone.

(ii) **Dune Walkovers.** One elevated walkway, set on piers at a minimum spacing of not less than five (5) feet and with open decking not less than four (4) feet or more than the lesser of (a) the maximum width allowed by the City of Galveston, or (b) six (6) feet in width, and a height above dunes equal to the greater of four (4) feet or the minimum height required by the City of Galveston, is permitted between adjacent Lots as indicated on the Plat. The center line of such a "walkover" of approved design must extend along the property line outside the Dune Protection Zone over the dunes to beyond the toe of the dune facing the beach. Placement of such a walkover within the Dune Protection Zone facing the beach is permitted. After construction of the walkover, the surrounding site must be restored and re-vegetated.

(b) **Prohibited Activities.** Any activity or construction which will result in the loss or disruption of sand, silt, shell, sediment, vegetation or any other geologic or biological component the Dune Protection Zone is prohibited, including, but not limited to the following:

- (i) Parking or operation of automobiles, trailers or other vehicles.
- (ii) Storage of any kind or walled enclosure of any building substructure.
- (iii) Grading, paving of any kind, or construction of any auxiliary structures.
- (iv) Grazing of any animal or the erection of any pen, enclosure, or attachment for keeping of any animals.
- (v) Mowing of vegetation.
- (vi) Horseback riding.
- (vii) Pedestrian activities that will alter the terrain or damage vegetation, including, but not limited to, the creation of foot paths.
- (viii) Use or placement of playground equipment, showers, barbecue pits or apparatus.

(c) **Site Improvements and Maintenance.**

- (i) **Landscaping** - No landscaping within the Dune Protection Zone is permitted which involves alteration of the existing terrain or removal of any native vegetation.
- (ii) **Drainage and Maintenance** - The general maintenance and repair of dunes within each Owner's Lot shall be the responsibility of the Lot Owner, except that the State of Texas and the City of Galveston shall have right, but not the obligation, to maintain and repair those portions of the dune area located within the northerly 60 feet of the Dune Protection Zone. Each Lot Owner shall restore and revegetate any breaches or alterations in the dunes within his Lot which occur either as a result of

building construction, site improvements, the Owner's activities, or natural drainage and erosion. Restoration of the terrain should be effected as soon as practical after an alteration or breach occurs. Revegetation, using a 50/50 mix of *Spartina patens* and *Panicum amarum* in the Dune Protection Zone, and 100% of *Panicum amarum* between the Dune Protection Zone and the beach-front lot line shall be accomplished as soon as possible during the period between March 1st and September 30th of any calendar year. In dry seasons, after sprigging, restored areas should be thoroughly soaked with water at least twice at two week intervals.

Section II.13. *Electrical Distribution System.* A semi-underground electric distribution system will be installed in the Property, which semi-underground service area embraces all of the Lots. The Owner of each Lot shall, at such Owner's own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by the company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at the point of attachment and at the meter. Declarant has, either by designation on the Plat or by separate instrument, granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's service wires. In addition, Owner of each Lot shall at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Property, the electric service to each Residential Unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current. The electric company has installed the semi-underground electric distribution system at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Property is being developed for Residential Units, all of which are designed to be permanently located where originally constructed.

Section II.14. *Easements.* Easements for dune protection purposes and for the installation and maintenance of utilities, drainage facilities, roads, streets and pedestrian access to the beach are granted and reserved as shown on the record Plat. No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by themselves, their successors, assigns, agents, employees, or servants, to shrubbery, trees or flowers or other property of the Owner situated on the land. Additional easements as may, in the opinion of the Board, be necessary to properly serve the Property's requirements, may be granted by the Board without notice to or consent of any Owner, provided, however, that all such easements shall be located within the building setback lines as shown on the Plat.

Section II.15. *Animals.* Except as hereinafter provided, no animals, livestock, or poultry of any kind shall be kept, raised or bred on any Lot. Not more than two (2) dogs or cats may be kept on a Lot, provided they are kept only for the use and pleasure of the Owner and are not kept, bred or maintained for commercial purposes.

Section II.16. *Drainage Structure.* Drainage structures under private driveways shall be either of two types: 1) where the drainage ditch is of sufficient size to accommodate the culvert as described herein without causing the driveway to be elevated above the street level, then the drainage structures shall be buried underneath the private driveway, and shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of 1 3/4 square feet (18-inch diameter pipe culvert); or 2) where the drainage ditch is of insufficient size to accommodate the culvert above described, the drainage structure may be a dip in the private driveway that will allow the free flow of water over the driveway.

Section II.17. *Temporary Structures.* No structure of a temporary character, including, but not limited to, trailers, tents, shacks, recreational vehicles, "pop-up" tent trailers, mobile homes, boats or motor vehicles of any type, shall ever be maintained or used on any Lot at any time as a residence, either temporarily or permanently. No vehicles, boat trailers, boats, or boat riggings may be parked on those portions of Lots within the Dune Protection Zone.

Section II.18. *Excavation or Filling.* The excavation or the removal of any soil from any Lot is prohibited except where necessary in conjunction with landscaping or construction being done on such Lot. No filling material which will have the effect of changing the grade level of any Lot shall be placed on a Lot without the prior approval in writing of the Architectural Control Committee, the City of Galveston, and other Governmental Authorities having jurisdiction thereof, if any.

Section II.19. *Signs and Billboards.* No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any Lot without the prior consent in writing of the Architectural Committee (except one For Sale sign per unit of not more than two feet by two feet (2' x 2')). The Committee shall have the right to remove any such signs, advertisements, billboards or structures placed on any Lot without the Owner's consent, and in so doing shall not be liable for trespass or any damages in connection therewith or arising from such removal.

Section II.20. *Hunting.* No hunting nor the discharge of firearms or fireworks shall be permitted within the Property.

Section II.21. *Treasures or Artifacts.* Declarant reserves a one-half (1/2) interest in all treasures and artifacts found on any Lot within the Property.

ARTICLE III MAINTENANCE

Section III.1. Association's Responsibility. To the extent not maintained by a Governmental Authority or utility company, the Association shall maintain and keep in good repair the Common Area and (i) the utility lines, roads, sewer lift station, pipes, wires, glass, conduits, and systems which are part of the Common Area, (ii) all trees, fences, shrubs, grass, parking spaces, walks, dune walk-overs, entrance improvements and landscaping, and other improvements situated within the Common Area, and (iii) such other public areas near the Property to the extent deemed necessary by the Board.

Section III.2. Owner's Responsibility.

(a) **Condition of the Lot Surface.** The cutting of grass and weeds (except for the Dune Protection Zone) and the collection of garbage, trash and rubbish on each Lot shall be the responsibility of its Owner, and may be handled by a third party or parties on an individual contract basis. The Owner or occupant of each Lot shall maintain his Lot in a sanitary, healthful and attractive manner. No Owner or occupant of a Lot shall use his Lot for the storage of materials or equipment except such materials and equipment as may be needed for normal, immediate residential building requirements, nor shall they permit the accumulation of garbage, trash, rubbish or refuse of any kind. Notwithstanding the foregoing, a maximum of thirty (30) days is granted to clear debris and repair damage due to hurricanes or other acts of God. The Association, in accordance with provisions of Subsection (c) below, may enter or cause to be entered any Lot which is in violation of this provision and cut or cause to be cut such weeds and grass and remove such garbage, trash, rubbish or debris so as to place such Lot in a neat, attractive, healthful and sanitary condition, all at the expense of the Owner or occupant.

(b) **Repairs and Alteration to Structures.** Each Owner shall maintain his Residential Unit and all improvements on his Lot in good condition and repair, including repainting as necessary. However, any exterior repainting which involves a change in color or any other redecorating, alteration, repair, or improvement which changes the external appearance of a Residential Unit, shall require approval of the Committee in the same manner as new construction. All work shall be done expeditiously, in a good and workmanlike manner, with minimum inconvenience to other Owners. The Association, in accordance with Subsection (c) below, may enter or cause to be entered any Lot which is in violation of this provision and cause such repair, repainting, or maintenance so as to place such Lot in a neat, attractive, healthful and sanitary condition.

(c) **Default.** If the Board of Directors, by a two-thirds (2/3) vote, determines that (i) an Owner has violated the covenants regarding maintenance or repair for his Lot, or (ii) that an Owner has caused the need for maintenance, repair and replacement which is the responsibility of the Association hereunder (and the repair is not covered by insurance), then in either event, the Association shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance,

repairs, or replacement deemed necessary. The Owner shall have fifteen (15) days within which to complete the maintenance, repair, or replacement. If such maintenance, repair, or replacement is not capable of completion within the fifteen (15) day period, the work shall commence within the fifteen (15) days and shall be completed within a reasonable amount of time. In the event of an emergency, the Association is not required to give written notice of intent to repair. If an Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense, and the cost shall be levied as a Specific Assessment against such Lot for such work. The Owner of such Lot shall pay such Specific Assessment within fifteen (15) days of delivery of the statement therefor.

ARTICLE IV EASEMENTS

Section IV.1. *Easements for Utilities.* There is hereby reserved to the Association blanket easements upon, across, above, and under all property within the Common Area for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Property or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone, and electricity, as well as storm drainage and any other service such as, but not limited to, a cable television system, and a security system which the Association may decide to have installed to serve the Property. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables, and other equipment related to the proving of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

Section IV.2. *Miscellaneous Drainage.* No building shall be constructed on a Lot until provisions have been made (and approved by the Committee) for drainage of significant amounts of surface water to offsite, without draining across adjacent property. Drainage shall be into the street or road area, or into natural drainage areas, and such drainage shall be the responsibility of each Owner. No Owner may block any drainage ditch.

Section IV.3. *Vegetation, Reptile, Rodent and Fire Control.* In order to implement effective insect, reptile, rodent and fire control, the Association reserves the right, upon ten (10) days notice, to enter upon any Lot on which a Residential Unit has not been completed, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the Board's sole and absolute discretion detracts from the overall beauty, setting, and safety of the Property. The cost of this activity shall be paid by the Owner as a Specific Assessment. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The provisions of this Section 4.3 shall not be construed as an obligation on the Association to mow, clear, cut or prune any Lot.

ARTICLE V
THE ASSOCIATION

Section V.1. Membership. Every Person who is the record owner of a fee simple or undivided fee interest in any one or more Lots shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. If the Owner of a Lot is more than one Person, the vote for such Lot and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast for each Lot.

Section V.2. Voting. Members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership by Section 5.1. There shall be only one (1) vote per Lot; provided, however, no vote shall be cast or counted for any Lot for which the payment of any Assessment or any other charge imposed hereunder is delinquent at the time of voting. When one or more Persons hold an interest in a Lot, the vote for such Lot shall be exercised as those Persons determine and advise the Secretary of the Association prior to any meeting. In the absence of such advisement, the vote for such Lot shall be suspended in the event more than one Person seeks to exercise it. Any Owner of a Lot which is leased in accordance with this Amended and Restated Declaration may, in the lease or other written instrument, assign the voting rights appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

Section V.3. Rights and Obligations. The rights and obligations of the Association are set out in Article VI below.

ARTICLE VI
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section VI.1. Common Area. The Association, subject to the rights of the Owners set forth in this Amended and Restated Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, as well as personal property owned by the Association such as furnishings and equipment, if any, and shall keep them in good, clean, attractive, and sanitary condition, order, and repair, pursuant the terms and conditions of this Amended and Restated Declaration and the Bylaws.

Section VI.2. Services. The Association may contract for the services of any qualified Person to manage its affairs and for the proper operation of the Property, whether such Persons are furnished or employed directly by the Association or by any Person with whom or with which it contracts. The Association may contract for legal and accounting services necessary in connection with the operation of the Property or the enforcement of this Amended and Restated Declaration. The Association may, but shall not be required to, arrange for water, trash collection, sewer service, and other common services to each Lot at the Association's expense of making the arrangements. The Association may, but shall not be required to, purchase policies of insurance to protect the

Association, and its real and personal property, and its officers, directors, and Committee members, for such premiums and on such terms and conditions as the Board may decide.

Section VI.3. *Personal Property and Real Property for Common Use.* The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, may but is not required to accept any real or personal property, leasehold, or other property interests located within the Property described in Exhibit A conveyed to it.

Section VI.4. *Implied Rights.* The Association may exercise any right or privilege given to it expressly by this Amended and Restated Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section VI.5. *Creation of Assessments.* There are hereby created Assessments as may be from time to time specifically authorized by the Board of Directors. General Assessments and Special Assessments shall be allocated equally among all Lots within the Association and shall be for expenses determined by the Board to be for the benefit of the Association as a whole. Specific Assessments shall be levied against the Lots and/or Residential Units affected, as determined by the Board. Each Owner, by acceptance of his or her deed, is deemed to covenant and agree to pay the Assessments.

Section VI.6. *Computation of Assessment.* It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Members, to prepare a budget covering the estimated costs of operating the Association during the coming fiscal year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall indicate any proposed General Assessments. The Board shall cause a copy of the budget, and the amount of the General Assessment to be levied against each Lot for the following fiscal year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the General Assessments shall become effective unless disapproved at the meeting by Members holding at least a Majority of the votes entitled to be cast by the Members, present or represented by proxy at such meeting. Notwithstanding the foregoing, however, in the event the Members, by such vote, disapprove the proposed budget or the Board fails for any reason so to determine the budget for the succeeding fiscal year, then and until such time as a budget shall have been determined as provided herein, the budget (including the General Assessments) in effect for the then current fiscal year shall continue for the succeeding fiscal year. The Board may not, without the affirmative vote or written assent of Members holding a Majority of the votes entitled to be cast by the Members, present or represented by proxy at such meeting, impose a General Assessment per Lot which is more than the greater of (i) ten (10%) percent greater than the General Assessment for the immediately preceding fiscal year or (ii) the amount the CPI has increased for the previous fiscal year.

Section VI.7. *Perpetuity.* The Assessments will remain in effect for the full term of these covenants (and any subsequent Amendments).

Section VI.8. *Exempt Property.* The following property subject to this Amended and Restated Declaration shall be exempt from Assessments and all other charges created herein: (a) the Common

Area, and (b) all property within the Property dedicated to and accepted by Governmental Authorities; provided, however, that no land or improvements with such exempt property devoted to use as one or more Residential Units shall be exempt from Assessments or any other charges.

Section VI.9. *Terms and Enforcement.* The covenants, conditions and restrictions set forth in this Amended and Restated Declaration shall be deemed to run with the Property, and shall be a burden and benefit to the Owners, their grantees, successors, heirs, executors, administrators or assigns, and shall run with the land and shall be binding upon all Owners and Persons claiming under Owners until November 22, 2024; provided, however, all easements shall be perpetual. At that time these covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the Owners of at least a Majority of all Lots comprising the Property has been duly executed and acknowledged, changing said covenants, conditions and restrictions, in whole or in part, and filed for record in Galveston County, Texas. Enforcement of these covenants, conditions and restrictions, may be had by any proceedings at law or in equity against any Person or Persons violating or attempting to violate any of the provisions hereof, including by means of injunction. It shall not be a prerequisite to the granting of any such injunction that there be an inadequate remedy at law, or that there be any showing of irreparable harm or damage if such injunction is not granted. In addition, any Person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such Person may show himself justly entitled by reason of such violation of the terms and provisions hereof and such Person may also recover attorneys' fees, court costs and other costs related thereto, along with interest thereon at a rate equal to the lesser of (i) the maximum lawful rate, or (ii) ten percent (10%) per annum. Such enforcement may be by the City of Galveston, by the owner of any Lot within the Property, by the Association, or by any association of Owners of Lots in The Dunes of West Beach Subdivision, as provided by law. Failure by any Person or Persons to enforce any covenant, restriction, or condition herein contained, or acquiescence in any violation hereof, shall not be deemed the waiver of the right to enforce against the violator or others the provisions so violated or any other provision. Each day that a violation continues may be deemed to be a separate violation.

Section VI.10. *Special Assessments.*

(a) In addition to the other Assessments authorized herein, the Association may levy Special Assessments at any time in any year to cover unforeseen expenses, so long as the total amount of Special Assessments allocable to each affected Lot shall not exceed Five Hundred Dollars (\$500) in any one fiscal year (the "Special Assessment Limit"), without approval from the Members, as set forth below. The Special Assessment Limit shall be automatically adjusted to account for any increase in the most recent CPI at the time a Special Assessments is levied above the CPI for August, 2000 (for example, if the CPI for August, 2000 is 110 and the CPI at the time a Special Assessment is levied is 121, then the Special Assessment Limit shall be automatically increased to \$550).

(b) Notwithstanding anything contained herein to the contrary, in the event either the public or private roads, utilities necessary to service the Lots and Common Area, or any personal or real property of the Association are damaged by hurricane, flood, storm or other act of nature, and the City of Galveston does not satisfactorily repair such roads or utilities, etc., a Special Assessment may be imposed by the Association, or the General Assessments

shall determine, in its sole and absolute discretion, institute suit to collect such amounts and to foreclose its lien or proceed with non-judicial foreclosure under the power of sale set forth in Section 6.12, above, in conformance with Section 51.002 of the Texas Property Code. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President and filed for record in the Official Public Records of Real Property of Galveston County, Texas. If the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the notice of trustee's sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, certified mail, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or trustee shall also cause a copy of the notice of trustee's sale to be recorded in the Official Public Records of Real Property of Galveston County, Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including attorneys' fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default (including any amounts coming into default after delivery of the notice of trustee's sale); and, third, the remaining balance shall, at the option of the Association, be paid to the holder or holders of any lien or other encumbrance (including, without limitation, any Eligible Mortgage Holders and/or First Mortgagees and/or Second Mortgagees), with any remaining amounts to be paid to such Owner. Following any foreclosure (whether judicial or non-judicial), each occupant of any portion of the Lot foreclosed on and each occupant of any improvements thereof shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

(b) Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against the Owner, personally, for the collection as a debt of Assessments and any other charges provided hereunder or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot or Residential Unit at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the Lot or Residential Unit. All payments for Assessments received from an Owner shall be applied first to costs of the Association in connection with any default, including attorney's fees, then to late charges, then to interest, then to delinquent Assessments, then to any unpaid installments of any Assessments (with interest thereon and all expenses associated therewith) which are not the subject matter of any pending suit or non-judicial foreclosure in the chronological order of

funds shall be disbursed to the Association and used for such purpose as the Board of Directors of the Association shall determine.

ARTICLE X ARCHITECTURAL CONTROL COMMITTEE

Section X.1. *The Committee.* The Architectural Control Committee shall have exclusive jurisdiction over all construction on any portion of the Property. The Committee shall prepare and, on behalf of the Board of Directors, shall promulgate design guidelines and application procedures. The standards and procedures shall be those of the Association, and the Committee and the Board jointly shall have sole and full authority to prepare and to amend the standards and procedures except that no such amendment shall be construed as requiring the removal or re-modeling of any improvements theretofore approved by the Committee. The Committee shall make the standards and procedures available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Property. The Committee shall consist of at least three (3), but no more than five (5), persons (who may also be members of the Board of Directors) appointed by the Board of Directors. The Committee shall have exclusive authority over modifications, additions, or alterations made on or to existing Residential Units or structures and the open space, if any, appurtenant thereto. No building, fence, wall, pier, dock, swimming pool, playground equipment, outdoor cooking or eating facility of permanent nature or other structure of any kind shall be commenced or erected, or changed or alteration of the exterior of same made, until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same is submitted to and approved in writing by the Committee.

Section X.2. *Submission and Approval of Plans.* Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all new construction and all modifications, additions, or alterations, shall be submitted to the Committee for approval as to quality of workmanship and design, harmony of external design with existing structures, as to location in relation to surrounding structures, topography, and finish grade elevation, and conformance with the design guidelines and application procedures promulgated under Section 10.1. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her residence, or to paint the interior of his or her residence any color desired.

Section X.3. *Procedure.* Each application made for approval shall be accompanied by a fee of one hundred fifty dollars (\$150.00) to defray expenses of the Committee and shall illustrate by plans and specifications all proposed walls, drives, curb cuts, structures, drain fields, and other matters relevant to architectural approval. When approval is sought for improvements within the "Restricted Building Zone" as hereinafter defined, the submittal shall indicate the location of such Zone within the Lot, the median height of the dunes under the proposed structure, and the plan for site drainage after installation of all improvements. If the plans and specifications are approved by the Committee, a Certificate of Compliance shall be issued authorizing construction of the proposed improvements in accordance with the plans and specifications so approved. After the plans for construction have been approved, and the pilings have been set, the Owner or builder shall have a maximum of six (6) months to complete the exterior construction unless the Committee approves a

written request from the Owner for an extension of such time limit. Exterior construction shall be deemed complete when the structure or structures have been painted or stained. Final completion of the construction (which shall be deemed complete upon the issuance of a certificate of occupancy from the City of Galveston or other applicable Governmental Authority) shall be completed within twelve (12) months after the plans have been approved and all construction materials and debris shall be removed from the Property within such twelve (12) month period. Approval by the Committee shall not relieve the Owner from complying with applicable public ordinances or regulations, and is not, nor intended to be, an indication of compliance with any such ordinance or regulations.

Section X.4. *Clean-up.* It shall be the responsibility of the Lot Owner during construction to remove in a timely manner all trash, lumber, and debris of any other description associated with such construction so as to preserve a neat and orderly appearance to his Lot, and, upon completion of construction, to completely remove all remaining construction debris from the Property. If, in the opinion of the Committee, a Lot Owner fails to remove such construction debris in a timely manner, the Committee shall have the option to cause such debris to be removed from the Property, and the cost of such work shall be charged to the Lot Owner and be paid upon demand to the Committee.

Section X.5. *Adoption of Rules and Regulations.* The Committee shall have the authority to adopt, and to amend from time to time, such procedural and substantive rules, not in conflict with this Amended and Restated Declaration, as it may deem necessary or appropriate for the performance of its duties hereunder.

Section X.6. *Actions of the Committee.* The vote of a Majority of all the members of the Committee shall constitute an act of the Committee. The Committee may, by resolution, unanimously adopted in writing, designate one or two of its members, or an agent acting on its behalf, to take any action or perform any duties for and on behalf of the Committee, except the granting of variances under Section 10.8.

Section X.7. *Failure to Act.* In the event that plans are submitted to the Committee as provided above, and the Committee shall fail either to approve or reject the plans within forty-five (45) days following the submission of all plans required by the Committee, no approval by the Committee shall be required, and approval of the plans shall be presumed; provided, however, that such 45-day period shall not begin to run until all information required by the Committee to assist the Committee in its view has been received. Any failure of the Committee to act upon a request for a variance, however, shall not be deemed a consent to the variance, and the Committee's written approval of all requests for variances shall be expressly required.

Section X.8. *Variances.* The Committee may grant a variance from compliance with any of the provisions of this Amended and Restated Declaration or any supplemental declaration, when, the Committee determines, in its sole and absolute discretion, the variance will not be adverse to the overall development plan for the Property, and the variance is justified due to visual or aesthetic considerations or unusual circumstances. All variances must be evidenced in writing and must be signed by at least a majority of the Members of the Committee. The granting of a variance shall not operate to waive or amend any of the terms and provisions of this Amended and Restated Declaration or any supplemental declaration for any purpose except as to the particular property and

in the particular instance covered by the variance. A variance shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of this Amended and Restated Declaration. Requests for variances must be submitted in accordance with Sections 10.2, 10.3, and 10.7, above. Notwithstanding the foregoing, no variance shall be granted for any deviation from the requirements of Sections 2.9 and 2.12.

Section X.9. *No Waiver of Future Approvals.* The approval of the Committee to any plans or variance request shall not be deemed a waiver of any right to withhold approval or consent as to any other plans or variance request, or any other matter whatsoever, nor shall the approval or consent be deemed a precedent for future approvals by the Committee.

Section X.10. *Non-Liability of Committee, Members.* Neither the Committee nor any members thereof shall be liable to any Owner or to any other Person for any loss, damage, or injury arising out of the performance or non-performance of the Committee's rights and duties under this Amended and Restated Declaration unless such performance or non-performance is taken (or not taken, as the case may be) in bad faith.

Section X.11. *Miscellaneous.* The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce decisions of the Committee in courts of competent jurisdiction. Nothing contained in this Amended and Restated Declaration shall be construed as requiring the removal or re-modeling of any improvements heretofore approved by the Committee under the Declaration.

ARTICLE XI MORTGAGEE RIGHTS

The following provisions are for the benefit of Eligible Mortgage Holders. To the extent applicable, necessary, or proper, the provisions of this Article XI apply to both this Amended and Restated Declaration and to the Bylaws of the Association. Where indicated, these provisions apply only to Eligible Mortgage Holders.

Section XI.1. *Notices of Action.* An Eligible Mortgage Holder will be entitled to timely written notice of:

- (a) any proposed termination of the Association;
- (b) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder;
- (c) any delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such a delinquency has continued for a period of sixty (60) days;
- (d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

- (e) any proposed action which would require the consent of Eligible Mortgage Holders, as required in Sections 11.2 and 11.3.

Section XI.2. Other Provisions for First Lien Holders. To the extent possible under Texas law:

- (a) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Amended and Restated Declaration and the original plans and specifications unless there is obtained the approval of the Eligible Mortgage Holders of Lots to which at least fifty-one (51%) percent of the votes of Lots subject to Mortgages held by Eligible Mortgage Holders are allocated.
- (b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation must require the approval of the Eligible Mortgage Holders of First Mortgages and Second Mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to First Mortgages and/or Second Mortgages held by such Eligible Mortgage Holders are allocated.

Section XI.3. Special FHLMC Provision. So long as required by The Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing Sections of this Article. Unless two-thirds (2/3) of the First Mortgagees, Second Mortgagees, and Owners give their consent, the Association shall not:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Property shall not be deemed a transfer);
- (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 scheme of regulations or enforcement therefore pertaining to the architectural design or the exterior appearance and maintenance of Lots and of the Common Area;
- (d) fail to maintain fire and extended coverage insurance, as required by this Amended and Restated Declaration; or
- (e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such Property.

The provisions of this Section 11.3. shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Owners where a larger percentage vote is otherwise required for any of the actions contained in this Section. First Mortgagees and Second Mortgagees may, jointly or singly, 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 casualty insurance policies, or secure

new casualty insurance coverage upon the lapse of a policy, for the Common Area. First Mortgagees and Second Mortgagees making such payments shall be entitled to immediate reimbursement from the Association. Should either the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Section or make any such requirements less stringent, this Section shall automatically be amended to reflect such changes without any Board or Association action.

ARTICLE XII GENERAL PROVISIONS

Section XII.1. *Definitional Provisions.* Except as otherwise specified herein, all references herein to any statute defined or referred to herein shall be deemed references to that statute or any successor statute, as the same may have been or may be amended or supplemented from time to time, and any rules or regulations promulgated thereunder. When used in this Amended and Restated Declaration, the words "herein", "hereof", and "hereunder" and words of similar import shall refer to this Amended and Restated Declaration as a whole and not to any provision of this Amended and Restated Declaration, and the word "Section" refers to a Section of this Amended and Restated Declaration unless otherwise specified. Whenever the context so requires, the singular number includes the plural and vice versa, and a reference to one gender includes each other gender and the neuter. The word "including" (and, with correlative meaning, the word "include") means "including, without limitation" and the words "shall" and "will" are used interchangeably and have the same meaning.

Section XII.2. *Amendment.* This Amended and Restated Declaration may be amended upon the written consent of the Owners of a Majority of the Lots. Amendments to this Restated and Amended Declaration shall become effective upon recordation in the Galveston County, Texas records, unless a later effective date is specified therein. However, the percentage of voting power necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Section XII.3. *Indemnification.* Neither the Board of Directors nor any members thereof shall be liable to any Owner or to any other Person for any loss, damage, or injury arising out of the performance or non-performance of the Board of Director's rights and duties under this Amended and Restated Declaration unless such performance or non-performance is taken (or not taken, as the case may be) in bad faith. The Association shall indemnify every officer, director, and Committee member against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer, director or Committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or Committee member. The officers, directors, and Committee members shall not be liable for any mistake of judgement, negligent or otherwise, except for their own individual willful misconduct or bad faith. The officers, directors, and Committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors, or Committee members may also be Members of the Association), and the Association shall indemnify and forever hold each such

officer, director, and Committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, Committee member or former officer, director, or Committee member may be entitled. The Association shall, as a Common Expense, have the right to maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section XII.4. Severability. Whenever possible, each provision of this Amended and Restated Declaration shall be interpreted in such manner as to be effective and valid. If the application of any provision of this Amended and Restated Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Amended and Restated Declaration are declared to be severable.

Section XII.5. Captions. The captions of each Article and Section hereof, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section.

Section XII.6. Fiscal Year. The Association's fiscal year shall be as determined from time to time by the Board of Directors and may coincide with the calendar year (i.e. January 1st through December 31st).

Section XII.7. Counterparts. One or more counterparts or copies of this Amended and Restated Declaration may be executed by one or more officers of the Association and/or one or more Lot Owners, and some different counterparts or copies may be executed by other officers and/or Lot Owners. Each counterpart or copy hereof executed by any officer or Lot Owner shall be binding upon the party executing same even though other parties may execute one or more different counterparts or copies and all counterparts or copies hereof so executed shall constitute but one and the same instrument. Each party hereto ("Signing Party"), by execution of a counterpart or copy hereof, expressly authorizes and directs the Association to detach the signature pages and/or acknowledgment or similar pages from the counterpart or copy executed by the Signing Party and affix same to another identical counterpart or copy hereof such that upon execution of multiple counterparts or copies by the requisite number (or more) of Lot Owners, there shall be one counterpart or copy hereof to which are attached all original signature pages together with the original of any acknowledgment or similar pages relating thereto.

015-19-0210

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Declaration this 6th day of December, 2000, on behalf of the Association.

THE DUNES OF WEST BEACH COMMUNITY SERVICES ASSOCIATION, INC.

By: [Signature]
FRANK BOWSER, President

By: [Signature]
Cary Grossman, ~~Vice President~~
sec'y, treasurer

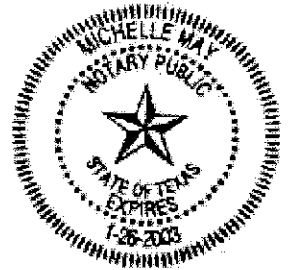
✓ STATE OF TEXAS §
COUNTY OF Galveston §

This instrument was acknowledged before me on this the 6th day of December, 2000, by FRANK BOWSER, President of The Dunes of West Beach Community Services Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public in and for the State of Texas
My Commission expires: 1/26/2003

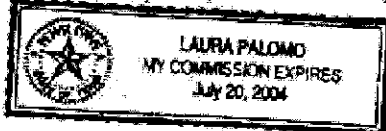
[Signature]

STATE OF TEXAS §
COUNTY OF HARRIS §



sec'y, treasurer

This instrument was acknowledged before me on this the 11th day of DEC, 2000, by CARY GROSSMAN, ~~Vice President~~ of The Dunes of West Beach Community Services Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Notary Public in and for the State of Texas
My Commission expires: 7-20-04

[Signature]

This Amended and Restated Declaration shall be filed in the appropriate records of Galveston County, Texas upon execution hereof by the requisite number (or more) of Lot Owners.

015-19-0211

The undersigned, Owner of Lots numbers 6, 8, 9, 14, 18, 19, 20, and 22, hereby consents and agrees that the Declaration be amended as set forth in this Amended and Restated Declaration.

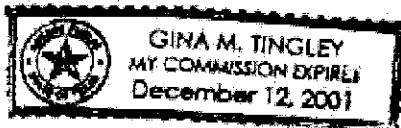
Silvertex Custom Builders, Ltd., a Texas limited partnership

By: [Signature]
Name: William B. Pohl
Title: Manager - Manager

STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this the 7th day of December, 2000, by William B. Pohl, general partner of Silvertex Custom Builders, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Gina M. Tingley
Notary Public in and for the State of Texas
My Commission expires: 12-12-01



The undersigned, Owner of Lot number 7, hereby consents and agrees that the Declaration be amended as set forth in this Amended and Restated Declaration.

Madron Investments Limited, a Gibraltar limited liability company

By: William B. Pohl
Name: William B. Pohl
Title: Manager Madron

STATE OF TEXAS

COUNTY OF Texas

§
§
§

This instrument was acknowledged before me on this the 7th day of December, 2000, by William B. Pohl, manager of Madron Investments Limited, a Gibraltar limited liability company, on behalf of said limited liability company.



Gina M. Tingley
Notary Public in and for the State of Texas
My Commission expires: 12-12-01

015-19-0213

The undersigned, Owners of Lot number 10, hereby consent and agree that the Declaration be amended as set forth in this Amended and Restated Declaration.

Linda D. Lee

Teresa A. Eddings

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2000, by Linda D. Lee.

Notary Public in and for the State of Texas
My Commission expires: _____

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2000, by Teresa A. Eddings.

Notary Public in and for the State of Texas
My Commission expires: _____

915-19-0214

The undersigned, Owners of Lot number 11, hereby consent and agree that the Declaration be amended as set forth in this Amended and Restated Declaration.

Dale A. Hauck
Dale A. Hauck

Elizabeth C. Hauck
Elizabeth C. Hauck

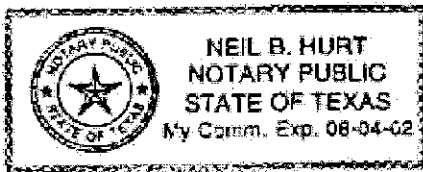
STATE OF TEXAS

§

COUNTY OF HARRIS

§
§

This instrument was acknowledged before me on this the 15th day of November, 2000, by Dale A. Hauck.



Neil B. Hurt
Notary Public in and for the State of Texas
My Commission expires: 8/4/02

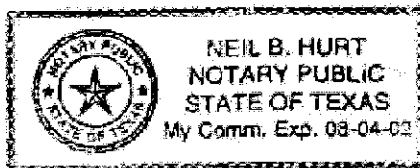
STATE OF TEXAS

§

COUNTY OF HARRIS

§
§

This instrument was acknowledged before me on this the 15th day of November, 2000, by Elizabeth C. Hauck.



Neil B. Hurt
Notary Public in and for the State of Texas
My Commission expires: 8/4/02

015-19-0215

The undersigned, Owners of Lot number 12, hereby consent and agree that the Declaration be amended as set forth in this Amended and Restated Declaration.

Dennis M. Ulak

Debra L. Ulak

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2000, by Dennis M. Ulak.

Notary Public in and for the State of Texas
My Commission expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2000, by Debra L. Ulak.

Notary Public in and for the State of Texas
My Commission expires: _____

015-19-0216

The undersigned, Owners of Lot number 13, hereby consent and agree that the Declaration be amended as set forth in this Amended and Restated Declaration.

Barry R. Baker, TTEE
Barry R. Baker, Trustee of the Barry R. Baker Trust

J.L. Baker
James Louis Baker, Trustee of the James Louis Baker Trust

STATE OF FLORIDA §
 §
COUNTY OF SEMINOLE §

This instrument was acknowledged before me on this the 21st day of November, 2000, by Barry R. Baker, Trustee of the Barry R. Baker Trust.

ROBERT H. VINSON JR.
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # 0000734
EXPIRES 1/31/2004
BONDED THRU ASA 1-888-NOTARY1

Robert H. Vinson Jr.
Notary Public in and for the State of Florida

My Commission expires: 01-31-2004

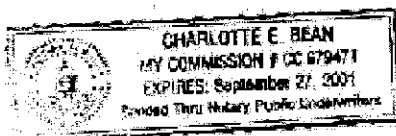
STATE OF FLORIDA §
 §
COUNTY OF SEMINOLE §

This instrument was acknowledged before me on this the 21st day of November, 2000, by James Louis Baker, Trustee of the James Louis Baker Trust.

Charlotte E. Bean
Notary Public in and for the State of Florida

My Commission expires: 9-27-01

Notary for James Louis Baker



015-19-0217

The undersigned, Owner of Lot number 15, hereby consents and agrees that the Declaration be amended as set forth in this Amended and Restated Declaration.

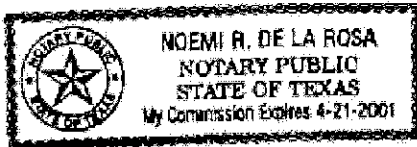

Susan B. Streusand


STATE OF TEXAS

COUNTY OF Harris

§
§
§

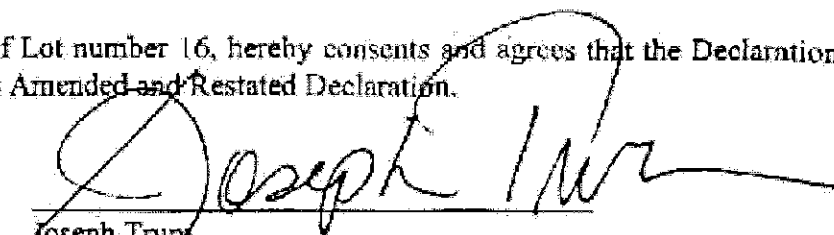
This instrument was acknowledged before me on this the 28th day of November, 2000, by Susan B. Streusand.




Notary Public in and for the State of Texas
My Commission expires: 04/21/01

015-19-0218

The undersigned, Owner of Lot number 16, hereby consents and agrees that the Declaration be amended as set forth in this Amended and Restated Declaration.

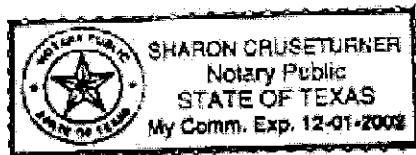

Joseph Trum

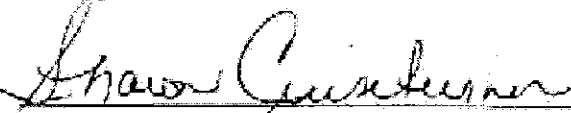
STATE OF TEXAS

COUNTY OF Harris

§
§
§

This instrument was acknowledged before me on this the 15th day of November, 2000, by Joseph Trum.




Notary Public in and for the State of Texas
My Commission expires: 12-01-2002

015-19-0219

The undersigned, Owners of Lot number 17, hereby consent and agree that the Declaration be amended as set forth in this Amended and Restated Declaration.

Barry H. Ballard

Hildegard Trum Ballard

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2000, by Barry H. Ballard.

Notary Public in and for the State of Texas
My Commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2000, by Hildegard Trum Ballard.

Notary Public in and for the State of Texas
My Commission expires: _____

The undersigned, Owners of Lot number 21, hereby consent and agree that the Declaration be amended as set forth in this Amended and Restated Declaration.

John W. Dickens

Mary Alice Dickens

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2000, by John W. Dickens.

Notary Public in and for the State of Texas

My Commission expires: _____

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2000, by Mary Alice Dickens.

Notary Public in and for the State of Texas

My Commission expires: _____

The undersigned, Owner of Lot number 23, hereby consents and agrees that the Declaration be amended as set forth in this Amended and Restated Declaration.


Edward David Begala

STATE OF TEXAS

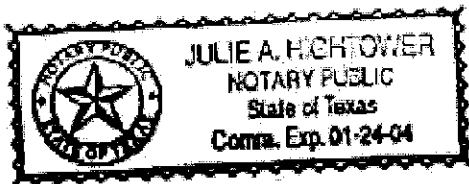
§

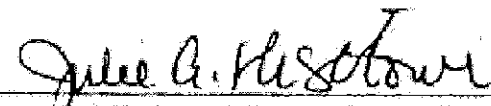
COUNTY OF Galveston

§

§

This instrument was acknowledged before me on this the 20th day of November, 2000, by Edward David Begala.




Notary Public in and for the State of Texas
My Commission expires: 1/24/04

015-19-0222

The undersigned, Owners of Lot number 24, hereby consent and agree that the Declaration be amended as set forth in this Amended and Restated Declaration.


Charles Southard

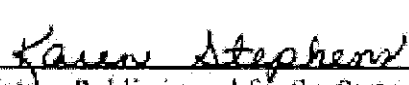

Janet Southard

STATE OF TEXAS

COUNTY OF Harris

§
§
§

This instrument was acknowledged before me on this the 4th day of December, 2000, by Charles Southard.



Notary Public in and for the State of Texas
My Commission expires: 10-28-03

STATE OF TEXAS

COUNTY OF Harris

§
§
§

This instrument was acknowledged before me on this the 4th day of December, 2000, by Janet Southard.


Notary Public in and for the State of Texas
My Commission expires: 10-28-03



015-19-0223

The undersigned, Owners of Lot number 25, hereby consent and agree that the Declaration be amended as set forth in this Amended and Restated Declaration.

Gerald P. Gibson, Sr.

Barbara Gibson

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2000, by Gerald P. Gibson, Sr.

Notary Public in and for the State of Texas
My Commission expires: _____

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2000, by Barbara Gibson.

Notary Public in and for the State of Texas
My Commission expires: _____

015-19-0224

The undersigned, Owners of Lot number 26, hereby consent and agree that the Declaration be amended as set forth in this Amended and Restated Declaration.

David Garber

Susan Garber

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the _____ day of _____, 2000, by David Garber.

Notary Public in and for the State of Texas
My Commission expires: _____

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the _____ day of _____, 2000, by Susan Garber.

Notary Public in and for the State of Texas
My Commission expires: _____

015-19-0225

The undersigned, Owner of Lot number 27, hereby consents and agrees that the Declaration be amended as set forth in this Amended and Restated Declaration.

Reginald N. Neal

STATE OF TEXAS

§

§

COUNTY OF _____

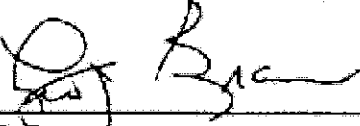
§

This instrument was acknowledged before me on this the _____ day of _____, 2000, by Reginald N. Neal.

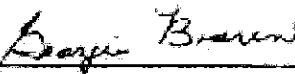
Notary Public in and for the State of Texas
My Commission expires: _____

015-19-0226

The undersigned, Owners of Lot number 28, hereby consent and agree that the Declaration be amended as set forth in this Amended and Restated Declaration.



Leo J. Braun



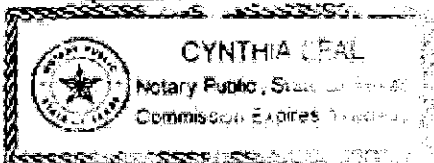
Georgia Braun

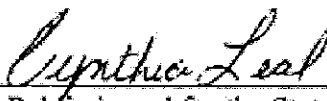
STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on this the 18 day of NOVEMBER, 2000, by Leo J. Braun.





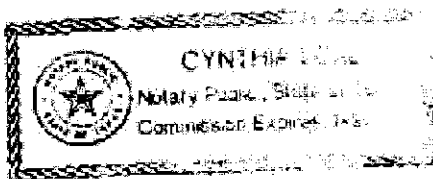
Notary Public in and for the State of Texas
My Commission expires: 1-28-03

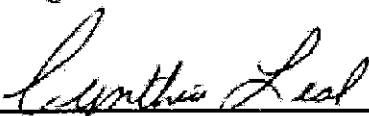
STATE OF TEXAS

COUNTY OF Harris

§
§
§

This instrument was acknowledged before me on this the 18 day of NOVEMBER, 2000, by Georgia Braun.





Notary Public in and for the State of Texas
My Commission expires: 1-28-03

015-19-0227

The undersigned, Owners of Lot number 29, hereby consent and agree that the Declaration be amended as set forth in this Amended and Restated Declaration.

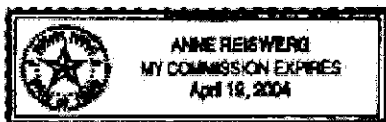

Frank J. Bowser

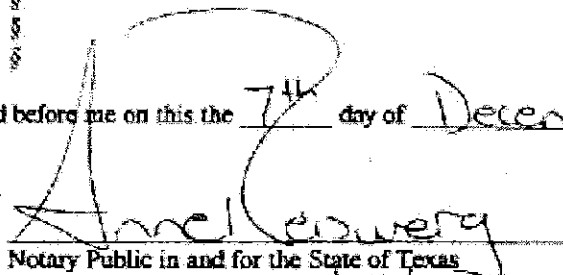

Carole S. Bowser

STATE OF TEXAS

COUNTY OF Galveston

This instrument was acknowledged before me on this the 7th day of December 2000, by Frank J. Bowser.

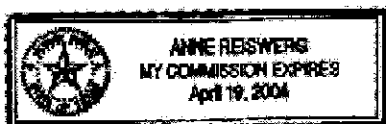



Notary Public in and for the State of Texas
My Commission expires: 4/19/04

STATE OF TEXAS

COUNTY OF Galveston

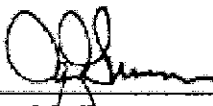
This instrument was acknowledged before me on this the 7th day of December 2000, by Carole S. Bowser.

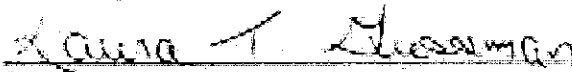



Notary Public in and for the State of Texas
My Commission expires: 4/19/04

015-19-0228

The undersigned, Owners of Lot number 30A, hereby consent and agree that the Declaration be amended as set forth in this Amended and Restated Declaration.


Cary M. Grossman


Laura T. Grossman


STATE OF TEXAS

COUNTY OF Harris

§
§
§

This instrument was acknowledged before me on this the 14th day of DECEMBER, 2000, by Cary M. Grossman.




Notary Public in and for the State of Texas
My Commission expires: 7-20-04

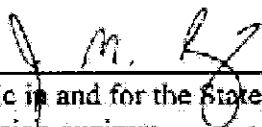
STATE OF TEXAS

COUNTY OF Harris

§
§
§

This instrument was acknowledged before me on this the 1st day of DECEMBER, 2000, by Laura T. Grossman.




Notary Public in and for the State of Texas
My Commission expires: 02-02-2004

015-19-0229

The undersigned, Owners of Lot number 31A, hereby consent and agree that the Declaration be amended as set forth in this Amended and Restated Declaration.



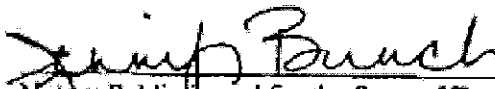
Harry Lee Still

Susanne B. Still

STATE OF TEXAS

COUNTY OF Galveston§
§
§

This instrument was acknowledged before me on this the 9th day of December, 2000, by Harry Lee Still.

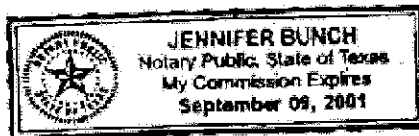


Notary Public in and for the State of Texas
My Commission expires: Sept. 9, 2001

STATE OF TEXAS

COUNTY OF Galveston§
§
§


This instrument was acknowledged before me on this the 9th day of December, 2000, by Susanne B. Still.




Notary Public in and for the State of Texas
My Commission expires: Sept. 9, 2001

015-19-0230

The undersigned, Owners of Lot number 32A, hereby consent and agree that the Declaration be amended as set forth in this Amended and Restated Declaration.


John Layton



Janet Layton

STATE OF TEXAS

§
§
§

COUNTY OF Harris

This instrument was acknowledged before me on this the 27 day of November, 2000, by John Layton.






Notary Public in and for the State of Texas
My Commission expires: 4/15/2000

STATE OF TEXAS

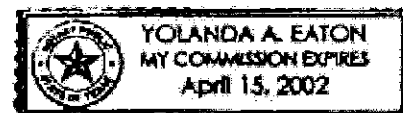
§
§
§

COUNTY OF Harris

This instrument was acknowledged before me on this the 27 day of November, 2000, by Janet Layton.



Notary Public in and for the State of Texas
My Commission expires: 4/15/2000



015-19-0231

The undersigned, Owners of Lot number 33A, hereby consent and agree that the Declaration be amended as set forth in this Amended and Restated Declaration.

Thomas R. Sprague

Victoria B. Sprague

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2000, by Thomas R. Sprague.

Notary Public in and for the State of Texas

My Commission expires: _____

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2000, by Victoria B. Sprague.

Notary Public in and for the State of Texas

My Commission expires: _____

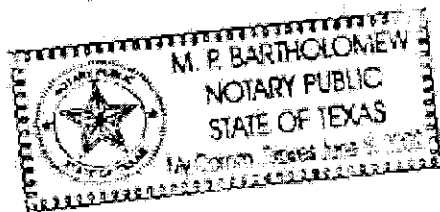
The undersigned, Owners of Lot number 34A, hereby consent and agree that the Declaration be amended as set forth in this Amended and Restated Declaration.

Lewis W. Arend
Lewis W. Arend

Elizabeth Arend
Elizabeth Arend

STATE OF TEXAS §
COUNTY OF Harris §

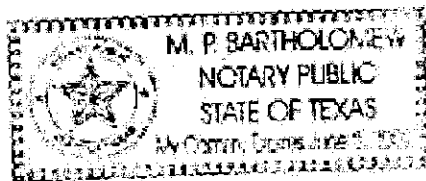
This instrument was acknowledged before me on this the 16th day of November, 2000, by Lewis W. Arend.



M.P. Bartholomew
Notary Public in and for the State of Texas
My Commission expires: June 8, 2002

STATE OF TEXAS §
COUNTY OF Harris §



This instrument was acknowledged before me on this the 16th day of November, 2000, by Elizabeth Arend.



M.P. Bartholomew
Notary Public in and for the State of Texas
My Commission expires: June 8, 2002

015-19-0234

The undersigned, Owners of Lot number 36A, hereby consent and agree that the Declaration be amended as set forth in this Amended and Restated Declaration.

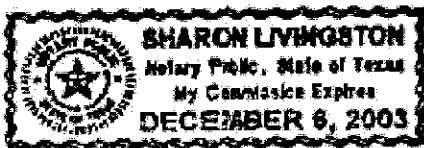

Zoltan Olah

Rosalie Olah


STATE OF TEXAS

COUNTY OF Brazoria

§
§
§

This instrument was acknowledged before me on this the 5 day of Dec, 2000, by Zoltan Olah.




Notary Public in and for the State of Texas
My Commission expires: 12-6-03

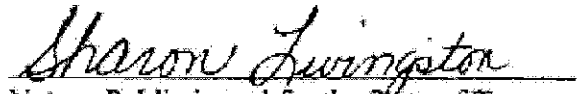
STATE OF TEXAS

COUNTY OF Brazoria

§
§
§

This instrument was acknowledged before me on this the 5 day of Dec, 2000, by Rosalie Olah.




Notary Public in and for the State of Texas
My Commission expires: 12-6-03

015-19-0239

Exhibit A

All of The Dunes of West Beach, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 514 of the Map Records of Galveston County, Texas; said subdivision being a replat of all The Shores at Maggie's Cove Subdivision recorded in Volume 18, Page 449 of the Map Records of Galveston County, Texas; said subdivision being a replat of all Westshore Subdivision recorded in Volume 17, Page 194 of the Map Records of Galveston County, Texas. A replat of Lots 30 through 42, inclusive, is recorded in Volume 18, Page 681 of the Map Records of Galveston County, Texas, and a replat of Lots 1 through 22, inclusive, is recorded in Volume 18, Pages 718 and 719 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

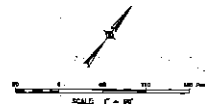
2000 DEC 22 01:25 PM 2000064077
LONG D \$123.00
Patricia Ritchie, COUNTY CLERK
GALVESTON, TEXAS

Page 4 of 5

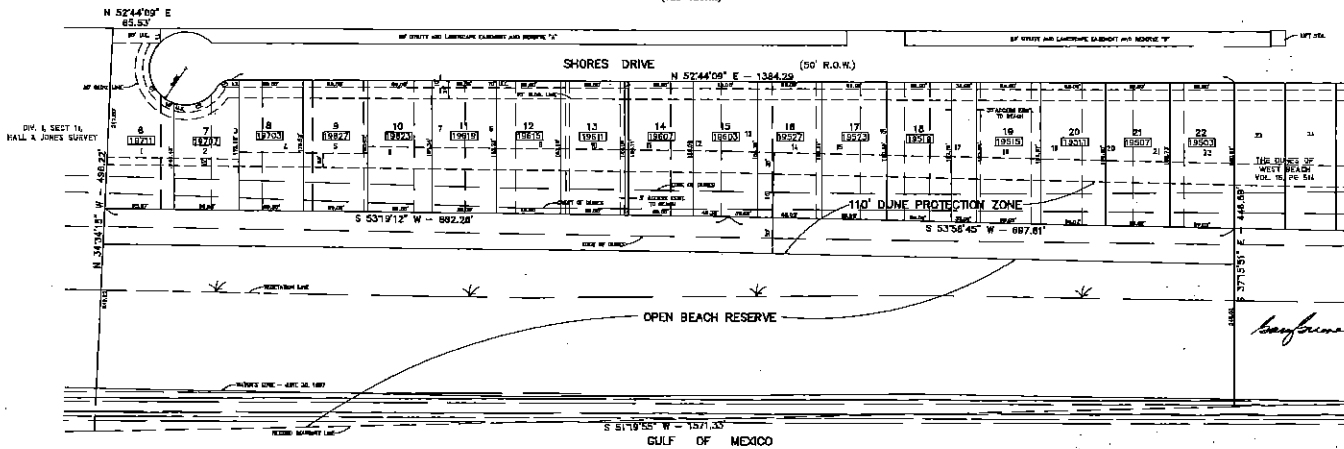
LINE	BEARING	DISTANCE
1	S 27°45'31" E	16.28'
2	S 15°44'18" E	9.18'
3	S 82°44'09" E	5.00'
4	E 83°39'13" W	5.00'

CURVE	BEARING	ANGLE	TRANSIT	CHORD	CHORD BEARING
1	113°34'48"	88.00'	103.75'	88.12'	S 48°58'57" E
2	75°48'23"	28.00'	18.88'	18.12'	S 23°59'52" E
3	87°48'47"	63.00'	53.83'	54.13'	S 87°41'09" E

LOT NO.	SQ. FT.	ACRES
6	19704	0.4523
7	14030	0.3233
8	18927	0.3409
9	16018	0.3677
10	18758	0.3496
11	16880	0.3794
12	17841	0.3735
13	16511	0.3776
14	16426	0.3776
15	16327	0.3764
16	16874	0.3836
17	16846	0.3837
18	17299	0.3967
19	17477	0.3982
20	17126	0.4008
21	17333	0.4046
22	17773	0.4060



F. M. 3005 (TERMINI ROAD)
(120' R.O.W.)



REPLAT OF
LOTS 1 - 22 OF
**THE DUNES OF
WEST BEACH**
A SUBDIVISION IN
GALVESTON COUNTY, TEXAS

9739544

Dale L. Hurley
Surveyor
Registered Professional Land Surveyor
No. 12345 - State of Texas
Exp. 12/31/2025

18/719

DRY, L. BEEL, A. HALL & JONES SURVEY

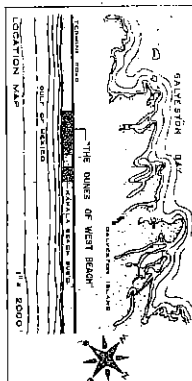


Table with 2 columns: DISTANCE, BEARING. Rows include distances and bearings for various points.

Table with 2 columns: DISTANCE, BEARING. Rows include distances and bearings for various points.

Table with 2 columns: DISTANCE, BEARING. Rows include distances and bearings for various points.

Table with 2 columns: DISTANCE, BEARING. Rows include distances and bearings for various points.

Table with 2 columns: DISTANCE, BEARING. Rows include distances and bearings for various points.

Table with 2 columns: DISTANCE, BEARING. Rows include distances and bearings for various points.

Table with 2 columns: DISTANCE, BEARING. Rows include distances and bearings for various points.

Table with 2 columns: DISTANCE, BEARING. Rows include distances and bearings for various points.

Table with 2 columns: DISTANCE, BEARING. Rows include distances and bearings for various points.

Table with 2 columns: DISTANCE, BEARING. Rows include distances and bearings for various points.

Table with 2 columns: DISTANCE, BEARING. Rows include distances and bearings for various points.

Table with 2 columns: DISTANCE, BEARING. Rows include distances and bearings for various points.

Table with 2 columns: DISTANCE, BEARING. Rows include distances and bearings for various points.

Table with 2 columns: DISTANCE, BEARING. Rows include distances and bearings for various points.

Table with 2 columns: DISTANCE, BEARING. Rows include distances and bearings for various points.

Table with 2 columns: DISTANCE, BEARING. Rows include distances and bearings for various points.

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

BEACH RESERVE

"THE DUNES OF WEST BEACH"

"THE DUNES OF WEST BEACH"
FOR THE PURPOSES OF NAME CHANGE ONLY

THE DUNES OF WEST BEACH, located in the City of Los Angeles, County of Los Angeles, State of California, is a public beach reserve. The beach is situated on the Pacific Ocean, and is bounded by the City of Los Angeles on the north and the City of Long Beach on the south. The beach is owned by the State of California, and is managed by the State Parks and Recreation Department. The beach is a popular destination for tourists and residents alike, and is a valuable asset to the City of Los Angeles.

18/5/14 9447569

18/5/14 9447569

18/5/14 9447569

18/5/14 9447569

18/5/14 9447569

18/5/14 9447569

18/5/14 9447569

18/5/14 9447569

18/5/14 9447569

18/5/14 9447569

18/5/14 9447569

18/5/14 9447569

18/5/14 9447569

18/5/14 9447569

18/5/14 9447569

DUNES OF WEST BEACH
ARCHITECTURAL COMMITTEE
NOTIFICATION OF CONSTRUCTION OR REMODELING

DATE TODAY

NAME

LOT NUMBER

ADDRESS

PHONE

EMAIL

TELL US WHAT YOU ARE PLANNING TO DO (BRIEFLY)

TELL US WHEN YOU ARE PLANNING TO DO IT (START DATE/END DATE)

ARE CITY OF GALVESTON PERMITS REQUIRED FOR THIS
CONSTRUCTION OR REMODELING? (IF NOT, PLEASE BRIEFLY TELL US -
WHY NOT. PLEASE NOTE THE CITY OF GALVESTON REQUIRES PERMITS
FOR MANY CONSTRUCTION PROJECTS; WE MAY BE ABLE TO HELP YOU
THROUGH THE CONSTRUCTION PROCESS.)

HAVE YOU READ OUR THE DUNES OF WEST BEACH DEED
RESTRICTIONS COVERING YOUR CONSTRUCTION OR REMODELING?

*Note: please fill out this document and email to Peggy Rapp:
peggy@rappmanagement.com - or fax 832-553-7264*



**Dunes of West Beach
PAYMENT PLAN POLICY**

STATE OF TEXAS
COUNTY OF Galveston

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Dunes of West Beach ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy* as a supplement to Section VI. 12 and VI. 14 in the Declaration of Covenants amended December 6, 2000.

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will be not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. receipt of a fully completed and signed Payment Plan form; and
 - b. receipt of the first payment under the plan; and
 - c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - a. Total balance up to 2 times annual assessment ... up to 6 months
 - b. Total balance up to 3 times annual assessment ... up to 12 months
 - c. Total balance greater than 3 times annual assessment ... up to 18 months
6. On a case-by-case basis and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The individual Payment Plans may not exceed eighteen (18) months.

7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
9. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:
 - a. fails to return a signed Payment Plan form with the initial payment; or
 - b. misses a payment due in a calendar month; or
 - c. makes a payment for less than the agreed upon amount; or
 - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
11. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Galveston County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 22 day of Dec 2011.



John R. Garman
Secretary
Dunes of West Beach

STATE OF TEXAS §
 §
COUNTY OF Galveston §

Before me, the undersigned authority, on this day personally appeared Jack Garman, Secretary of Dunes of West Beach, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 22nd day of Dec., 2011.

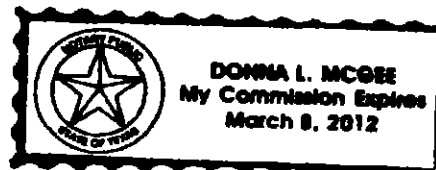
Donna L. McGee
Notary Public, State of Texas

[Notarial Seal]

Printed Name _____

My commission expires: _____

Please return to:
Rapp Management Co., Inc.
1703 Broadway St
Galveston, TX 77550-4910



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan

2012026099

May 21, 2012 10:46:55 AM

FEE: \$24.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS



**The Dunes of West Beach
GUIDELINES FOR ROOFING MATERIALS**

STATE OF TEXAS

§

COUNTY OF Galveston

§

§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Dunes of West Beach ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto dealing with the regulation of roofing materials; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials therein, it is appropriate for the Association to adopt guidelines regarding roofing materials within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Roofing Materials* within the community as a supplement to Section II.10 in the Declaration of Covenants Amended December 6, 2000.

1. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the Architectural Committee. Wood shingles are specifically prohibited for safety reasons.
2. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 25 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
3. Roof shingles must be dark brown or dark gray tones. Light brown, light gray, blue, green, red and white colors are not allowed.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vent are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. All roof protrusions, such as vents, roof jacks, must be painted to match the shingles.
7. Subject to Section 8 below and with advance written approval from the Architectural Committee, an owner may install shingles ("Alternative Shingles") which are designed primarily to:
 - a. be wind and hail resistant; or
 - b. provide heating or cooling efficiencies greater than traditional composition shingles; or
 - c. provide solar energy capture capabilities.
8. Once installed, any such Alternative Shingles must:

The Dunes of West Beach

Guidelines for Roofing Materials

Page 2 of 2

- a. resemble the shingles used or authorized to be used on other structures within the Association; and
- b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
- c. match the aesthetics of properties surrounding the owner's property.

The guidelines are effective upon recordation in the Public Records of Galveston County, and supersede any guidelines for roofing materials which may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 22 day of Dec, 2011.



John R. Garman
Secretary
The Dunes of West Beach

STATE OF TEXAS

§
§

COUNTY OF Galveston

Before me, the undersigned authority, on this day personally appeared Jack Garman, Secretary of The Dunes of West Beach, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 22nd day of Dec, 2011.


Notary Public, State of Texas

[Notarial Seal]

Printed Name

My commission expires: _____



Please return to:
Rapp Management Co., Inc.
1703 Broadway St
Galveston, TX 77550-4910



**Dunes of West Beach
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

STATE OF TEXAS
COUNTY OF Galveston

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Dunes of West Beach ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems" or "Systems"); and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community and as a supplement to Section X of the Declaration of Covenants amended December 6, 2000.

1. Rainwater Recovery Systems may be installed with advance written approval of the Architectural committee subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the Architectural Committee.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

- d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, Architectural Committee approved ponds may be used for water storage.
7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.

The guidelines are effective upon recordation in the Public Records of Galveston County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 22 day of Dec 2011.



John R. Garman
Secretary
Dunes of West Beach

STATE OF TEXAS §
 §
COUNTY OF Galveston §

Before me, the undersigned, on this day personally appeared Jack Garman, Secretary, Dunes of West Beach, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

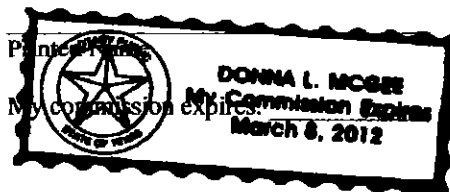
Given under my hand and seal of office this 22 day of Dec, 2011.



Notary Public, State of Texas

[Notarial Seal]

Please return to:
Rapp Management Co., Inc.
1703 Broadway St
Galveston, TX 77550-4910





**Dunes of West Beach
DOCUMENT RETENTION POLICY**

STATE OF TEXAS

§
§
§

COUNTY OF Galveston

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Dunes of West Beach ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.


NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy* as a supplement to the Declaration of Covenants amended December 6, 2000.

1. Association Documents may be maintained in paper format or in an electronic format this can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
 - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
 - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
 - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and
 - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
 - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
 - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and

- g. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and
 - h. decisions of the Architectural Committee or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).
- 3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
 - 4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of Galveston County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 22 day of Dec 2011.


John R. Garman
Secretary
Dunes of West Beach

STATE OF TEXAS §
 §
COUNTY OF Galveston §

Before me, the undersigned authority, on this day personally appeared Jack Garman, Secretary of the Dunes of West Beach, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 22 day of Dec, 2011.


Notary Public, State of Texas

[Notarial Seal]



Printed Name _____

My commission expires: _____



**Dunes of West Beach
GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Galveston

§

§

WHEREAS, the Dunes of West Beach ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.


NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community as a supplement to Section X of the Declaration of Covenants amended December 6, 2000.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may only be installed with advance written approval of the Architectural Committee subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - c. conform to the slope of the roof; and

- d. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publicly available modeling tool provided by the National Renewable Energy Laboratory [www.nrel.gov] or equivalent entity).
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
 7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
 8. Installed Devices may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
 9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

The guidelines are effective upon recordation in the Public Records of Dune of West Beach County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 22 day of Dec 2011.


John R. Garman
Secretary
Dunes of West Beach

STATE OF TEXAS

§
§
§

COUNTY OF Galveston

Before me, the undersigned authority, on this day personally appeared Jack Garman, Secretary of Dunes of West Beach, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 22nd day of Dec., 2011.

Donna McGee
Notary Public, State of Texas

[Notarial Seal]

Printed Name

My commission expires: _____



Please return to:
Rapp Management Co., Inc.
1703 Broadway St
Galveston, TX 77550-4910



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan

2012026103

May 21, 2012 10:46:55 AM

FEE: \$24.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS



**Dunes of West Beach
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Galveston

§

§

WHEREAS, the Dunes of West Beach ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

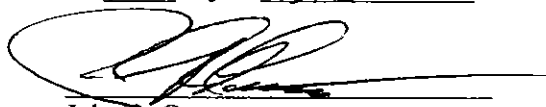
NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community as a supplement to Section II.7 of the Declaration of Covenants amended December 6, 2000.

1. These Guidelines apply to the display of ("Permitted Flags"):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Architectural Committee is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags shall be no larger than three foot (3') by five foot (5') in size.

14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a routine basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Galveston County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

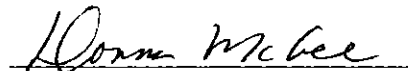
Approved and adopted by the Board on this 22 day of Dec, 2011.


John R. Garman
Secretary
Dunes of West Beach

STATE OF TEXAS §
 §
COUNTY OF Galveston §

Before me, the undersigned authority, on this day personally appeared Jack Garman, Secretary of the Dunes of West Beach, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

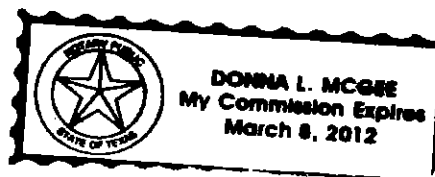
Given under my hand and seal of office this 22nd day of Dec, 2011.


Notary Public, State of Texas

[Notarial Seal]

Printed Name _____

My commission expires: _____



Please return to:
Rapp Management Co., Inc.
1703 Broadway St
Galveston, TX 77550-4910



**Dunes of West Beach
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Galveston §

WHEREAS, the Dunes of West Beach ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

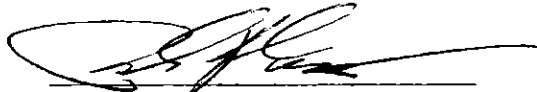
NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community as a supplement to Section X of the Declaration of Covenants amended December 6, 2000.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 100 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Committee is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Galveston County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Dunes of West Beach
Guidelines for Display of Certain Religious Items
Page 2 of 2

Approved and adopted by the Board on this 22 day of Dec 2011.



John R. Garman
Secretary
Dunes of West Beach

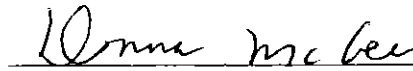
STATE OF TEXAS

§
§
§

COUNTY OF Galveston

Before me, the undersigned authority, on this day personally appeared Jack Garman, Secretary of Dunes of West Beach, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

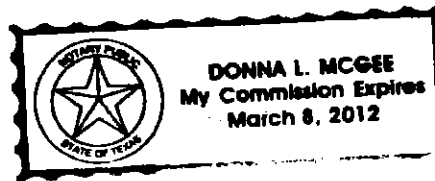
Given under my hand and seal of office this 22nd day of Dec, 2011.


Notary Public, State of Texas

[Notarial Seal]

Printed Name

My commission expires: _____

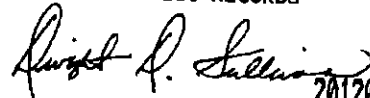


Please return to:
Rapp Management Co., Inc.
1703 Broadway St
Galveston, TX 77550-4910



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



2012026105

May 21, 2012 10:46:55 AM

FEE: \$20.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS

GAC 2000052908 23 PGS

INSTRUMENT TO RECORD DEDICATORY INSTRUMENTS**STATE OF TEXAS**§
§
§**014-99-1263****COUNTY OF GALVESTON****KNOW ALL MEN BY THESE PRESENTS**

That this Instrument to Record Dedicatory Instruments is being recorded by The Dunes of West Beach Community Services Association, Inc., a Texas nonprofit corporation (the "Association") pursuant to Section 202.006 of the Texas Property Code.

Restrictive covenants and other matters concerning the encumbered property and/or Association are set forth in the previously recorded dedicatory instruments described hereinbelow. The previously recorded dedicatory instruments described hereinbelow may not include all the dedicatory instruments previously recorded with regard to the encumbered property and/or the Association.

Document**Recording Reference—Official Public Records
of Real Property of Galveston County, Texas**

The Dunes of West Beach, Declaration of
Covenants, Conditions & Restrictions

C.F. No. 9450337

Plat of The Shores at Maggie's Cove

Volume 18, Page 514, Map Records

Replat of Lots 1-22 of The Dunes of West
Beach

Volume 18, Pages 718, 719, Map Records

Replat of Lots 30 through 42, inclusive of
The Dunes of West Beach

Volume 18, Page 681, Map Records

The Association is currently subject to the following additional dedicatory instruments which have not been previously recorded, to-wit:

1. The Dunes of West Beach Community Services Association, Inc. Articles of Incorporation; and
2. Bylaws of The Dunes of West Beach Community Services Association, Inc.

Pursuant to Section 202.006 of the Texas Property Code, the Association does hereby record such additional dedicatory instruments, copies of which are attached hereto in the order set forth

Page 1 of 2

**South Land Title
6501 Stewart Rd., Suite 202
Galveston, Texas 77554**

014-99-1264

hereinabove Each dedicatory instrument attached hereto is subject to amendment pursuant to the amendatory procedures applicable thereto.

Executed this 11 day of October, 2000.

The Dunes of West Beach Community Services Association, Inc.

By: [Signature]

Name: Cary Grossman

Title: Secretary/Treasurer

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on October 11th, 2000, by CARY GROSSMAN SEC/TREASURER of The Dunes of West Beach Community Services Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

My commission expires 7-20-04

O:\1101110720\0003\Declined\Rec01 wpd\100920\01451

014-99-1265

BYLAWS OF
THE DUNES OF WEST BEACH
COMMUNITY SERVICES ASSOCIATION, INC.

Article I
NAME, MEMBERSHIP,
APPLICABILITY, AND DEFINITIONS

Section 1.1 *Name.* The name of the Association shall be The Dunes of West Beach Community Services Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 1.2 *Membership.* The Association shall have two (2) classes of membership, Class A and B, as more fully set forth in that Declaration of Covenants, Conditions, and Restrictions for The Dunes of West Beach Community Services Association (as amended, renewed, or extended from time to time, hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 1.3 *Definitions.* The words used in these Bylaws shall have the same meaning as set forth in said Declaration unless the context shall indicate otherwise.

ARTICLE II
ASSOCIATION MEETINGS, QUORUM, VOTING, PROXIES

Section 2.1 *Place of Meetings.* Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors either in The Dunes of West Beach or as convenient thereto as possible and practical.

Section 2.2 *Annual Meetings.* The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association and not later than six (6) months after the closing of the sale of the first Residential Unit. The next annual meeting shall be set by the Board so as to occur no later than thirty (30) days before the close of the Association's fiscal year. Subsequent regular annual meetings of the members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. The annual meeting of the members shall be held at a date and time as set by the Board of Directors.

Section 2.3 *Special Meetings.* The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by

014-99-1266

at least five (5%) per cent of the total Votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and its purpose. No business shall be transacted at a special meeting except as stated in the notice.

Section 2.4 Notice of Meetings. It shall be the duty of the Secretary to mail or cause to be delivered to the Owner of record of each Residential Unit a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held; if an Owner wishes notice to be given at an address other than his or her Residential Unit, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting.

Section 2.5 Waiver of Notice. Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at that time unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 2.6 Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

Section 2.7 Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

014-99-1267

Section 2.8 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Residential Unit or upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of a Member or upon the expiration of eleven (11) months from the date of the proxy. A form of proxy or written ballot may provide an opportunity to specify approval or disapproval with respect to any proposal.

Section 2.9 Majority of Owners. As used in these Bylaws, the term majority shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) per cent of the total number.

Section 2.10 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of one-third (1/3) of the Members shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 2.11 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Section 2.12 Action without a Meeting. Any action which may be taken by the vote of Members at a regular or special meeting, except the election of Board Members, may be taken without a meeting as and to the extent permitted by Texas law.

Article III

BOARD OF DIRECTORS

NUMBER, POWERS, MEETINGS

Section 3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 3.2, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time.

Section 3.2 Directors during Declarant Control. The Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant so long as the Class B Membership exists, as set forth in the Declaration, unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by the Declarant need

014-99-1268

not be owners or residents in the Dunes of West Beach. After the period of Declarant appointment, all Directors must be Members of the Association.

Section 3.3 *Number of Directors.* The number of Directors in the Association shall be not less than three (3) nor more than nine (9), as the Board of Directors may from time to time determine by resolution. The initial Board shall consist of three (3) Members.

Section 3.4 *Nomination of Directors and Terms of Office.* Except with respect to Directors selected by the Declarant, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. Directors selected by the Declarant shall serve one year terms. Thereafter, the Board may by resolution establish such terms as it deems appropriate.

Section 3.5 *Election.* Election to the Board of Directors shall be by secret written ballot. At such election, the Members of their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

Section 3.6 *Removal of Directors.* Upon the termination of the Class B Membership, at any regular or special meeting of the Association duly called, any one or more of the Members of the Board of Directors may be removed, with or without cause, by a majority vote of the Owners of Lots, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Owners of Lots shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from the Board meetings or who is delinquent in the payment of an assessment for more than twenty (20) days may be removed by a majority vote of the Directors at a meeting, a quorum being present. A Director who was elected solely by the votes of Members other than the Declarant may be removed from office prior to the expiration of his or her term by the votes of a majority of Members other than the Declarant. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining Members of the Board and shall serve for the unexpired term of the predecessor.

014-99-1269

Section 3.7 Vacancies in the Board of Directors caused by any reason, excluding the removal of a Director by vote of the Association, shall be filled by a vote of the majority of the remaining Directors, even though less than a quorum, at any meeting of the Board. Each person so elected shall serve the unexpired portion of the vacated term.

Section 3.8 Organization Meetings. The first meeting of the Members of the Board of Directors following each annual meeting of the Membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 3.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such a time and place as shall be determined from time to time by a majority of the Directors. Except when the Board is selected by Declarant, at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be posted at a prominent place within the Common Area and shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3.10 Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting. Notices shall be posted at a prominent place within the Common Area not less than seventy-two (72) hours prior to the scheduled time of the meeting.

Section 3.11 Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

014-99-1270

Section 3.12 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.13 Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a majority of the eligible votes of the Association at a regular or special meeting of the Association.

Section 3.14 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 3.15 Open Meetings. All meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

Section 3.16 Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 3.17 Action without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors. An explanation of the action taken shall be posted at a prominent place or places within the Common Area within three (3) days after the written consents of all the Board Members have been obtained.

Section 3.18 Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members. The Board of Directors shall delegate to one of its Members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors. In

014-99-1271

addition to the duties imposed by these Bylaws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation: (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses; (b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessments; (c) providing for the operation, care, upkeep, and maintenance of all the Area of Common Responsibility; (d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties; (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; (f) making and amending rules and regulations; (g) opening of bank accounts on behalf of the Association and designating the signatories required; (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty; (i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof; (k) paying the cost of all services rendered to the Association or its Members and not chargeable to Owners; and (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with the generally accepted accounted practices; (m) make available to any prospective purchaser of a Residential Unit, any Owner of a Residential Unit, any first Mortgagee, and the Holders, Insurers, and Guarantors of a first Mortgage on any Residential Unit current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules governing the Residential Unit, and all other books, records, and financial statements of the Association; and (n) permit utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Project.

014-99-1272

Section 3.19 Management Agent. (a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 19 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager. (b) No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

Section 3.20 Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise: (a) accrual accounting, as defined by generally accepted accounting principles, shall be employed; (b) accounting and controls should conform with established American Institute of Certified Public Accountants (AICPA) guidelines and principles; (A segregation of accounting duties should be maintained, and disbursements by check shall require two (2) signatures. Cash disbursements shall be limited to amounts of twenty-five (\$25) Dollars and under.) (c) cash accounts of the Association shall not be commingled with any other accounts; (d) no remuneration shall be accepted by the Managing Agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association; (e) any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and (f) commencing at the end of the month in which the first Residential Unit is sold and closed, quarterly financial reports shall be prepared for the Association containing: (i) an Income Statement reflecting all income and expense activity for the preceding three (3) months on an accrual basis; (ii) an Account Activity Statement reflecting all receipt and disbursement activity for the preceding three (3) months on an accrual basis; (iii) an Account Status Report reflecting the status of all accounts in an actual versus approved budget format with a Budget Report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten (10%) per cent of a major budget category (as distinct from a specific line item in an expanded chart of accounts); (iv) a Balance Sheet of an accounting date which is the last day of the month closest in time to three (3) months from the date of closing of the first sale of a Residential Unit in the Project, and an Operating Statement for the period from the date of the first closing to the said accounting date, which shall be distributed within sixty (60) days after the accounting date; (v) a Balance Sheet as of the last day of the Association's fiscal year and an Operating Statement for said fiscal year and an Operating Statement for said fiscal year, which shall be distributed within ninety (90) days after the close of a fiscal year; and (vi) a Delinquency Report listing all Owners who have been delinquent during the preceding three (3) month period in paying the monthly installments of

014-99-1273

assessments and who remain delinquent at the time of the report and describing the status of any action to collect such installments which remain delinquent. A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15) day of each month.

Section 3.21 Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the Members of the Association; provided, however, the Board shall obtain Membership approval in the same manner provided in Article I, Section 2, of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five (5%) per cent of the budgeted gross expenses of the Association for that fiscal year.

Section 3.22 Rights of the Association. With respect to the Common Areas or other Association responsibilities owned, and in accordance with the Articles of Incorporation and Bylaws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other home Owners or residents associations, both within and without the Properties. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Directors of the Association.

Section 3.23 Hearing Procedure. The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a Member or other occupant for violations of rules unless and until the following procedure is followed: (a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation (ii) the action required to abate the violation; and (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing. (b) Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee in executive session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence, and witness on his or her behalf; and (iv) the proposed sanction to be imposed. (c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall

014-99-1274

be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. (d) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the Manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

Section 3.24 Prohibited Acts. The Board of Directors shall not take any of the following actions except with the written consent of a majority of the total eligible votes of the Association, other than those of the Declarant: (a) incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five (5%) per cent of the budgeted gross expenses of the Association for that fiscal year.; (b) selling, during any fiscal year, property of the Association having an aggregate fair market value greater than five (5%) per cent of the budgeted gross expenses of the Association for that fiscal year; (c) paying compensation to Members of the Board or to the officers of the Association for services performed in the conduct of the Association's business; provided, however, the Board may cause a Member or officer to be reimbursed for expenses incurred in carrying on the business of the Association; (d) levy special assessments which in the aggregate exceed five (5%) per cent of the budgeted gross expenses of the Association for that fiscal year; (e) fill a vacancy on the Board created by the removal of a Director; or (f) enter into a contract with a third person wherein the third person will furnish goods or services for the Common Area of the Association for a term longer than one (1) year, with the following exceptions: (i) a management contract, the terms of which have been approved by the Federal Housing Administration or Veteran's Administration; (ii) a contract with a public utility company, if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate; (iii) prepaid casualty and/or liability insurance policies not to exceed three (3) years duration, provided that the policy permits short rate cancellation by the insured; and (iv) lease agreements for laundry room fixtures and equipment of a duration not to exceed five (5) years, provided that the lessor is not an entity in which Declarant or its successors have a direct or indirect interest of ten (10%) per cent or more.

Article IV

OFFICERS

Section 4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to

014-99-1275

time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the Members of the Board of Directors.

Section 4.2 Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 4.3 Removal. Any officer may be removed by the Board of Directors whenever in its judgement the best interests of the Association will be served thereby.

Section 4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, , management agent, or both.

Section 4.5 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6 Agreements, Contracts, Deeds, Leases and Checks. All agreements, contracts, deeds leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Article V COMMITTEES

Section 5.1 General. General Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

014-99-1276

Section 5.2 Covenants Committee. The Board of Directors shall appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) Members. Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association.

Section 5.3 Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Board of Directors.

Section 5.4 Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (Current edition) shall govern the conduct of Association proceedings when not in conflict with Texas Law, the Articles of Incorporation, the Declaration, or these Bylaws.

Section 5.5 Conflicts. If there are conflicts or inconsistencies between the provisions of Texas Law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Texas Law, the Declaration, the Articles of incorporation, and the By-Laws (in that order) shall prevail.

Section 5.6 Books and Records. (a) Inspection by Members. The Membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Member of the Association or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place with The Dunes of West Beach as the Board shall provide. (b) Rules for inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records by the Member desiring to make the inspection
- (ii) hours and days of the week when such an inspection may be made.
- (iii) payment of the cost of reproducing copies of documents requested by a Member.

(c) Inspection by Directors. Every Director shall have an absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

Section 5.7 Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

014-99-1277

- (a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Residential Unit of such Owner; or
- (b) If to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this section.

Section 5.8 Amendment. Prior to closing the sale of the first Residential Unit, Declarant may amend the Bylaws. After the closing of the first Residential Unit, these Bylaws may be amended only by the affirmative vote (in person or by proxy) or written consent of Members representing a majority of the total eligible votes of the Association, other than the Declarant or, where the two (2) class voting structure is still in effect, shall include a majority of each class of Members.

Section 5.9 Audit. An audit of the accounts of the Association may be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's audit at the annual meeting, the Owner's by a majority vote, may require that the accounts of the Association be audited as a common expense by a public accountant. Upon written request of any institutional holder of a first mortgage, such holder shall be entitled to receive a copy of the annual audited financial statement within ninety (90) days after the end of each fiscal year.

We the undersigned, being all the Directors of The Dunes of West Beach Community Services Association, Inc., do hereby certify:

014-99-1278

That we are entitled to exercise all the voting power of said Corporation; and that we hereby assent to these Bylaws and hereby adopt them as the Bylaws of said Corporation.

IN WITNESS WHEREOF, we have hereunto subscribed our names effective this 20th day of January, 1995.

John Paul Hershey, Director



Philip Anna, Director



William B. Pohl, Director

00194301339

014-99-1279

**THE DUNES OF WEST BEACH COMMUNITY SERVICES
ASSOCIATION, INC.**In the Office of the
Secretary of State of Texas**ARTICLES OF INCORPORATION**

JAN 19 1995

ARTICLE I. NAME

Corporations Section

The name of the Corporation is **THE DUNES OF WEST BEACH COMMUNITY SERVICES ASSOCIATION, INC.** (hereafter called the "Association").

ARTICLE II. NON-PROFIT

The Corporation is a non-profit corporation.

ARTICLE III. REGISTERED AGENT AND OFFICE

William B. Pohl is hereby appointed the initial Registered Agent of this Association, and the initial registered office is:

c/o Pohl Brown & Associates, Inc.
13809 Research Blvd. #1000
Austin, Texas 78750

ARTICLE IV. PURPOSE & POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the general purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residential lots and Common Area within that certain tract of real property shown as "The Shores at Maggie's Cove" in the attached Exhibit "A" (the "Property" or "Subdivision"), and to promote the health, safety, and welfare of the residents within the Subdivision, and any additions thereto as

00194301340

014-99-1280

may hereafter be brought within the jurisdiction of this Association. For these purposes, the Association may:

- A. Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, & Restrictions (hereinafter called the "Declaration") applicable to the Property and recorded or to be recorded in the official Records of Galveston County, Texas, as they may be amended from time to time; and
- B. Enforce applicable provisions of the Declaration, Bylaws, and Rules & Regulations of the Association; and
- C. Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including licenses, taxes, or governmental charges levied or imposed against the Property of the Association; and
- D. Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association; and
- E. Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred so long as the Corporation complies with all requirements contained in the Declaration and Bylaws; and
- F. Dedicate, sell, 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, so long as the Corporation complies with all requirements contained in the Declaration and Bylaws; and
- G. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional property and Common Area, so long as the Corporation complies with all requirements contained in the Declaration and Bylaws; and

00194301341

014-99-1281

- H. Have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise, so long as the Corporation complies with all requirements contained in the Declaration and Bylaws.

ARTICLE V. MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, as set forth more fully in the Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership is appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI. BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) Directors, who need not be members of the Association. The number of directors may be increased to nine (9) by decision of the then-current Board; otherwise, the number of the directors may be increased above nine (9) only by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their successors are:

00194301342

014-99-1282

<u>NAME</u>	<u>ADDRESS</u>
JOHN PAUL MERSHEY	1106 64th Street Galveston, Texas 77551
PHILLIP ANNIS	c/o Pohl Brown & Associates, Inc. 13809 Research Blvd. #1000 Austin, Texas 78750
WILLIAM B. POHL	c/o Pohl Brown & Associates, Inc. 13809 Research Blvd. #1000 Austin, Texas 78750

ARTICLE VII. DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than 67% of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE VIII. DURATION

The Corporation shall exist perpetually.

00194301343

014-99-1283

ARTICLE IX. AMENDMENTS

Amendment of these Articles shall require the assent of 67% of each class of members.

ARTICLE X. ANNEXATION OF ADDITIONAL PROPERTIES

A. The Association may, at any time, annex additional real properties and common areas to the Property described in Exhibit "A", and so add to its membership under the provisions of Article V, provided that any such annexation shall have the assent of 67% of the entire Class A membership and 67% of the Class B membership, if any.

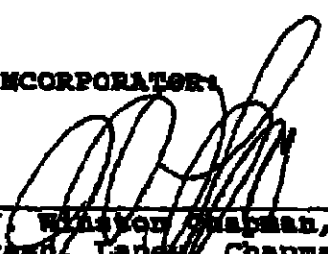
B. If within five years (5 yrs.) of the date of incorporation of this Association, the Declarant should develop additional lands within the area generally described as "THE DUNES OF WEST BEACH", such additional lands may be annexed to the Property without the assent of the Class A members.

00194301344

014-99-1284

In witness whereof, for the purpose of forming this Corporation under the laws of the State of Texas, I, as the incorporator of this Association, have executed these Articles of Incorporation on this 18 day of January 1995.

INCORPORATOR:


J. Winston Chapman, Jr.
Rasm, Langer, Chapman, Schreiber
and Porter, L.L.P.
2112 Rio Grande
Austin, Texas 78705

AMM/Article 6.0000

014-99-1285

00194301345

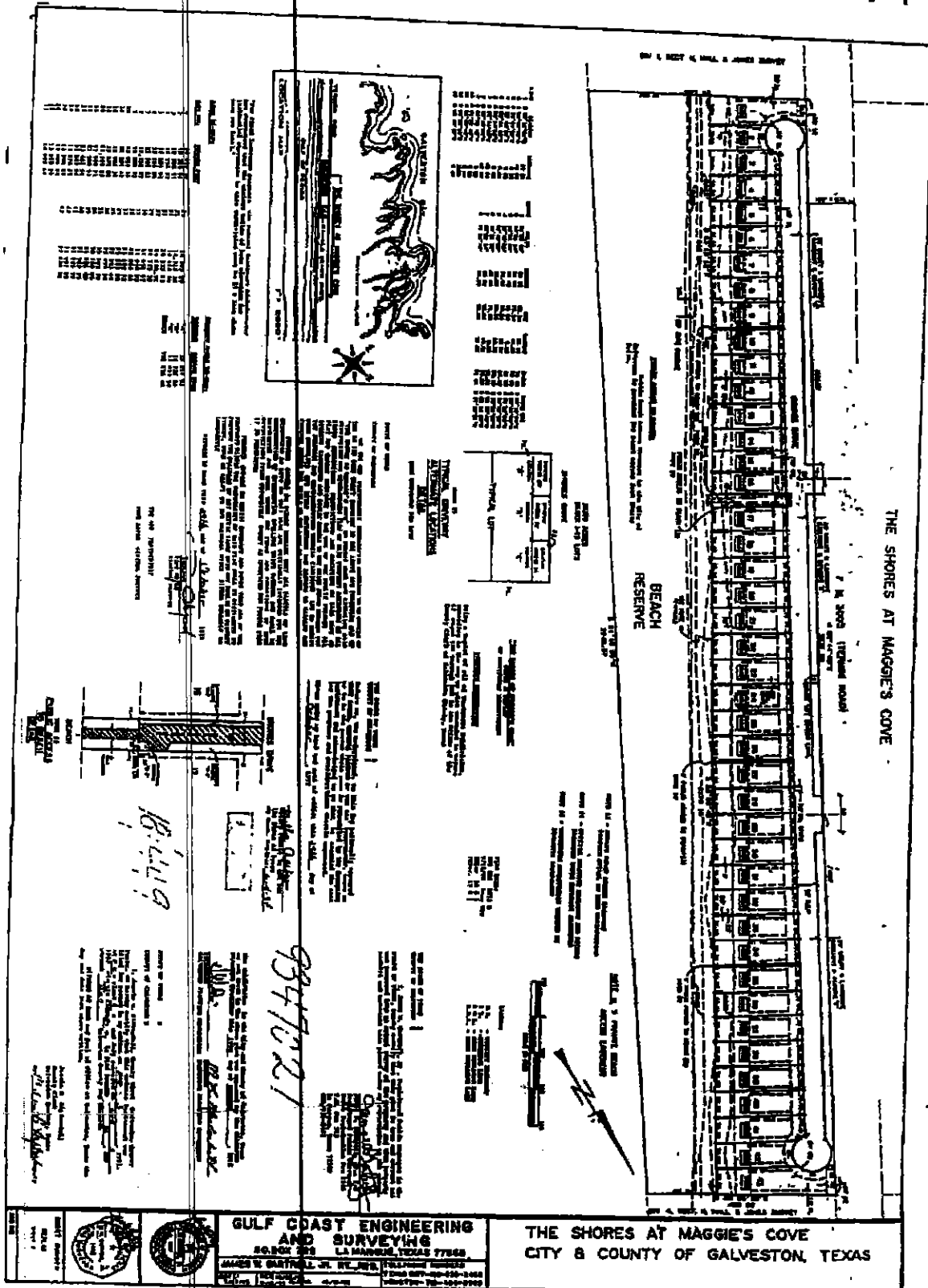


EXHIBIT 'A'

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS OF REAL PROPERTY



014-99-1286

2000 OCT 13 02:29 PM 2000052908

MARSA S \$53.00

Patricia Ritchie, COUNTY CLERK
GALVESTON, TEXAS