



**Declaration of Restrictive Covenants of the
EL BERNARDO ESTATES
Subdivision**

Basic Information

Date: Aug. 20, , 2026

Declarant: AGH SOLUTIONS, LLC, a Texas limited liability company

Declarant's Address:

AGH SOLUTIONS, LLC

620 N. Milam St.

Sequim, TX. 78155

Property: El Bernardo Estates, Tract 1, Tract 2, Tract 3, and Tract 4, as recorded in Document Number 2025004160, Brazoria County, Texas.

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means AGH SOLUTIONS, LLC, a Texas limited liability company, and any successor that acquires all unimproved Tracts owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Tract" means each tract of land designated as a Tract on the Plat. "Owner" means every record Owner of a fee interest in a Tract.

"Plat" means the Plat of the Property recorded in Document Number 2025004160 of the real property records of Brazoria County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Roadway" means the 60' Access Easement per the Plat.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Tracts.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Tract (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on Tracts 1, 2, 3 and 4, of the Subdivision. All Owners and other occupants of the Tracts by their acceptance of their deeds, leases, or occupancy of Tracts 1, 2, 3 and 4, agree that those Tracts are subject to the Covenants, except that the existing buildings and structures presently located on Tract 1 are exempt from these Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Tract. The Covenants are imposed for the mutual benefit of all Tracts now or hereafter made subject to this declaration.

3. Each Owner and occupant of a Tract agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Tract lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements provided that such connections do not interfere with the usage of the Easements by the Owner of any Tract..

C. Use and Activities

1. *Permitted Use.* A Tract may be used only for a Residence and Structures for use by a Single Family.
2. *Prohibited Activities.* Prohibited activities are -
 - a. any activity that is otherwise prohibited by this Declaration;
 - b. any illegal activity;
 - c. any nuisance or noxious or offensive activity;
 - d. any dumping of rubbish;
 - e. any storage of –
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
 - f. any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, confined to a fenced yard or within the Residence;
 - g. any commercial or professional activity except reasonable home office use;
 - h. the renting of a portion of a Residence or Structure;
 - i. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Tract;
 - j. moving a previously constructed house onto a Tract;
 - k. hunting and shooting;
 - l. occupying a Structure that does not comply with the construction standards of a Residence;
 - m. lights shining onto or illuminating adjoining Tracts; all exterior lighting shall comply with generally accepted “dark sky” principles, including downward direction of light, so that light does not shine onto or illuminate adjoining Tracts;

- n. operating a rental for less than 30 days;
- o. any noise that unreasonably interferes with the quiet enjoyment of adjoining property.
- p. subdividing any Tract, except that Tract 1 can be further subdivided into two (2) additional parcels of which both must be a minimum of one (1) acre
- q. placing intermodal or shipping containers placed on a tract for longer than 180 days in any twelve-month period; and
- r. using an intermodal or shipping container as a residence for any length of time.

D. Access Easement Maintenance

1. *Roadway Maintenance.* The Roadway will be maintained in good, passable condition under all traffic and weather conditions, and in a condition no less than equal to its condition at the time of this Declaration ("Roadway Maintenance").

2. *Roadway Maintenance Obligation.* The Owners will share equally in the expenses for normal maintenance and repair of the Roadway ("Roadway Maintenance Obligation").

3. *Consent.* No expense shall be incurred by any Owner without consent of the other Owners or as otherwise provided herein. Such consent shall be in writing and signed by all Owners, with a copy delivered to each Owner.

4. *Initiating Roadway Maintenance If No Consent.* If an Owner determines that Roadway Maintenance is required ("Requesting Landowner") and wants to seek a sharing of the cost from the other Owners, and the Requesting Owner has not otherwise obtained written consent from the other Owners, the Requesting Owner seeking the Roadway Maintenance must submit to the other Owners a written description of the work to be performed and a bid from an independent third-party unaffiliated with any Owner ("Initial Bid").

5. *Submission of Controverting Bid.* The other Owners will have 30 days ("Objection Period") to present another bid from an independent third-party unaffiliated with any Owner for the Roadway Maintenance ("Controverting Bid"). A Controverting Bid must be submitted to all Owners.

6. *Owner Vote.* The Owners shall vote no later than 15 days after the expiration of the Objection Period on accepting a bid presented. In such vote, the Owner of Tract 1 will have 4 votes, the Owner of Tract 2 will have 1 vote, the Owner of Tract 3 will have 1 vote, and the Owner of Tract 4 will have 1 vote. A bid will be deemed accepted by all Owners upon a majority vote. If the Owners do not vote in accordance as required herein, the Requesting Owner may contract to have the Roadway Maintenance performed in

accordance with the written description and seek to recover reimbursement from the Owners their required percentage of the Roadway Maintenance in a total amount no greater than the Initial Bid. In the event Tract 1 is subdivided into two additional tracts, each additional tract that is more than 1 acre but less than 2 acres will have 1 vote and each tract that is over 2 acres will have 2 votes to maintain the combined 4 votes for all acreage comprising the original Tract 1.

7. *Reimbursement.* Reimbursement will be payable to the Requesting Owner on demand and include the costs of the maintenance, plus interest at the highest rate permitted by law (or if no maximum rate is prescribed by law, at the rate of 18 percent per year).

8. *Damage To Roadway.* If an Owner, including an Owner's agent, guest, or independent contractor, damages or disturbs the surface of the Roadway (other than normal automobile and service ingress and egress), that Owner is responsible for immediately restoring the Roadway to as nearly as possible the condition in which it existed before being disturbed.

9. *Recovery of Attorney Fees.* If an Owner retains an attorney to enforce the Roadway Maintenance Obligation and prevails ("Prevailing Owner"), the Prevailing Owner is entitled to recover reasonable attorney's fees, other fees, and court and other costs.

10. *Lien.* The Prevailing Owner may enforce all recovery obtained by a lien against the Owner's Tract and such lien shall be subordinate to all other liens existing against the Owner's Tract.

E. Minimum Residential Construction Standards

1. *Residences and Outbuildings* All structures used as a residence must be no less than 1500 square feet, not including garage or porch. All outbuildings should be of a complementary build quality, style, aesthetic, and integrity to withstand coastal weather events.

2. *On-Site Construction.* All residences must be built on-site and not be in violation of any other provision of this Declaration.

3. *Sewer.* All residences and all outbuildings having a sink and/or toilet must be connected to an on-site sewage facility (septic system). The septic system must be designed and constructed in strict accordance with the minimum standards established by the Texas Commission on Environmental Quality (TCEQ), the Texas Health and Safety Code and permitted by the Brazoria County.

F. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.

2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.

3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* Notwithstanding any provision herein to the contrary, Declarant reserves the right, in its sole discretion and without the consent of any Owner, to amend this Declaration at any time, provided that Declarant owns at least one Tract within the Subdivision at the time of such amendment. Any such amendment shall be effective upon recording in the Official Public Records of Brazoria County, Texas and shall be binding upon all Tracts within the Subdivision. No amendment shall: (a) remove or materially impair the right of any Owner to use and enjoy such Owner's Tract for residential purposes; (b) impose a new or additional restriction that materially increases the burden on any Owner in a manner that is not consistent with the general plan of development of the Subdivision; or (c) materially change the overall spirit and intent of this Declaration. A tract includes the additional tracts(s) created by the subdividing of Tract 1. Should Declarant no longer own at least one Tract within the Subdivision, this Declaration may be amended by the affirmative vote of 67 percent of the Owners subject to this Declaration.

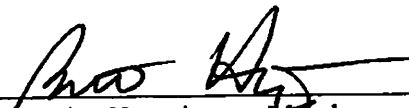
5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

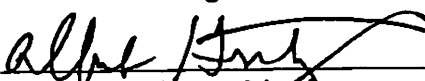
6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

7. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

8. *Attorney Fees.* The prevailing party in any action to enforce these Covenants shall be entitled to recover reasonable attorney's fees and costs.

AGH SOLUTIONS, LLC, a Texas limited liability company,


Beatrice Huntsinger, Member

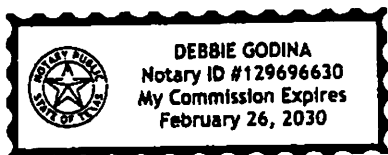

Albert Huntsinger, Member

STATE OF TEXAS

§

Guadalupe
COUNTY OF ~~BRAZORIA~~ §

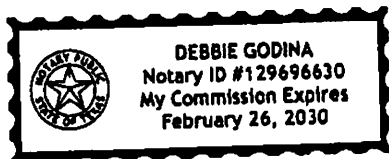
This instrument was acknowledged before me on August 20, 2026
by Beatrice Huntsinger, a Member of AGH SOLUTIONS, LLC, on behalf of AGH
SOLUTIONS, LLC, a limited liability company.



Debbie Godina
Notary Public, State of Texas
My commission expires: 2-26-30

STATE OF TEXAS §
Guadalupe
COUNTY OF ~~BRAZORIA~~ §

This instrument was acknowledged before me on August 20, 2026
by Albert Huntsinger, a Member of AGH SOLUTIONS, LLC, on behalf of AGH
SOLUTIONS, LLC, a limited liability company.



Debbie Godina
Notary Public, State of Texas
My commission expires: 2-26-30

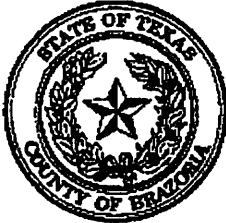
After recording, please return to:

FILED and RECORDED

Instrument Number: 2026041843

Filing and Recording Date: 08/24/2026 10:38:41 AM Pages: 8 Recording Fee: \$49.00

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



A handwritten signature in cursive script, reading "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-darby