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Total Pages: 15

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THE STATE OF TEXAS

COUNTY OF BRAZORIA



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

WHEREAS, on April 19, 1965, Roger J. Seaman, Jr., as president of Admiral Construction Company, Incorporated, signed the Restrictions, Covenants and Conditions of Commodore Cove, Section 2, which was filed on May 25, 1965 at Volume 911, Page 357, et seq. of the Official Public Records of Real Property of Brazoria County, Texas (the "Restrictions"); and,

WHEREAS, on January 16, 1970, F.M. Donelson, as Chairman of the Board of Hide-A-Way On The Gulf, a joint venture composed of Hide-A-Way On The Gulf, Inc., and Longhorn Corporation, Inc., a Texas Corporation, signed the Amended Restrictions, Covenants and Conditions of Hide-A-Way On The Gulf Unit Number 1, Formerly Known As Commodore Cove, Section II (the "First Amended Restrictions"), which was filed for record on January 16, 1970, at Volume 1051 and Page 249, et seq. of the Official Public Records of Real Property of Brazoria County, Texas which document noted that the Commodore Cove, Section Two subdivision per the plat filed at Volume 911, Page 357 in the Official Public Records of Real Property of Brazoria County, Texas had been revised and renamed the Hide-A-Way On the Gulf Unit No. 1 subdivision (the "Subdivision") per the plat filed at Volume 13, Page 19 et seq. in the Official Public Records of Real Property of Brazoria County, Texas; and

WHEREAS, the First Amended Restrictions established the Hide-A-Way On The Gulf Property Owners Association, Incorporated (the "Association") as the property owners' association for the Subdivision; and

WHEREAS the First Amended Restrictions replaced and superseded the Restrictions in their entirety; and

WHEREAS, on April 13, 1982, Robert L. Morgan, as president of the Association, and a majority of the lot owners in the subdivision signed the Amended Restrictions, Covenants, and Conditions of Hide-A-Way On the Gulf, Unit Number 1, Formerly Known As Commodore Cove, Section II (the "Second Amended Restrictions") which was recorded on April 30, 1982, at Volume 1638, Page 225, et seq. in the Official Public Records of Real Property of Brazoria-County, Texas; and,

WHEREAS, the Second Amended Restrictions replaced and superseded the First Amended Restrictions in their entirety; and

WHEREAS, on February 21, 1996, Ruth Vargo, as president of the Association, and a majority of the lot owners in the subdivision signed the Third Amended Restrictions, Covenants, and Conditions of Hide-A-Way On the Gulf, Unit Number 1, Formerly Known As Commodore Cove, Section II (the "Third Amended Restrictions"), which was recorded on February 21, 1996, at Clerk's File No. 96-005876 in the Official Public Records of Real Property of Brazoria-County, Texas; and,

WHEREAS, the Third Amended Restrictions replaced and superseded the Second Amended Restrictions in their entirety; and

WHEREAS, per Article VI, Section 6.02 of the Third Amended Restrictions, the Third Amended Restrictions may be changed in whole or in part by an instrument signed by the Association and by a majority of the lot owners in the Subdivision; and

WHEREAS, as evidenced by the signature of the Association (per the signature of the president of the Association) and the signatures of at least a majority of the lot owners within the Subdivision attached hereto and incorporate fully herein for all purposes, the Association and at least a majority of the lot owners in the Subdivision have agreed to amend and restate the Third Amended Restrictions in their entirety;

NOW, THEREFORE, the Third Amended Restrictions are hereby amended and restated in their entirety, as set out in the following Fourth Amended and Restated Restrictions, Covenants and Conditions of Hide-A-Way On The Gulf, Unit Number 1, Formerly Known as Commodore Cove, Section II (the "Fourth Amended Restrictions"). These Fourth Amended Restrictions replace and supersede the Third Amended Restrictions in their entirety.

DEFINITIONS

"Association" means the Hide-A-Way on the Gulf Property Owners Association, Incorporated.

"Board of Directors" or "Board" means the Association's Board of Directors.

"Common Area" means property owned by or under the control or jurisdiction of the Association for the common use and benefit of the owners, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to easements, limitations, restrictions, dedications and reservations applicable thereto by virtue of the provisions of this Declaration, a plat, or a prior grant or dedication. "Common Area" includes all existing and subsequently provided improvements on or within the Common Area except those as may be expressly excluded herein. The Association may adopt rules and regulations for the use, maintenance, and operation of the Common Area.

"Committee" or "Architectural Control Committee" shall mean the Association's Architectural Control Committee.

"Declaration" means this Fourth Amended and Restated Restrictions, Covenants and Conditions of Hide-A-Way on the Gulf, Unit Number 1, Formerly Known as Commodore Cove, Section II, as hereafter amended or supplemented.

"Dedictory Instruments" or "Dedictory Instrument" shall have the same meaning assigned to it in Texas Property Code Section 202.001(1) or its successor statute.

"Immediate Family" means a parent, child or spouse of an Owner.

"Entity" means any individual, companies, corporations, partnerships, real estate management companies, real estate brokers.

"Hide-A-Way on the Gulf" refers to Hide-A-Way on the Gulf subdivision, Brazoria County, Texas.

"Long Term Rental Lessees" shall mean any person(s) with a written lease conveying the right to occupy a Residence for 90 days or more.

"Long Term Written Lease" shall mean any lease of a Lot or Residence for more than 90 consecutive days. Such leases must be written. Leases of less than 90 consecutive days are not permitted.

"Lot" means a subdivided parcel of land designated as a lot on the plat that is part of the Property. The term "Lot" does not include the public streets in the Property, any Reserve depicted on the Plat (if any), or the canals.

"Leaseback" is an agreement made in conjunction with the sale of a Lot or Residence where the Seller retains the right to occupy the Lot or Residence.

"Nuisance" is a condition that substantially interferes with the use and enjoyment of a lot or residence by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities attempting to use and enjoy it. As defined by the Brazoria County Public Nuisance Abatement Ordinance and Section 42.01 of the Texas Penal Code.

"Occupancy" means the use or possession, or the right to the use or possession of, any short term rental residence.

"Owner" means the record owner, whether one or more persons or entities, of a fee simple title to a Lot, including executory contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Permanent resident" means any occupant who resides in a residence, or shall have the right to occupancy of a residence for at least 180 consecutive days during the current calendar or preceding year.

"Plat" means the plat map for Hide-A-Way on the Gulf, Unit No. 1 filed at Volume 13, Pages 19-20 in the Official Public Records of Real Property of Brazoria County, Texas as such plat map has been replatted, corrected, amended or supplemented.

"Property" means Hide-A-Way on the Gulf, Unit No. 1 as depicted on the Plat and any other land annexed into the Association.

"Residence or residential" means a dwelling having accommodations for and occupied by only one family or one household.

"Residential lot" means a designated parcel, tract, or area of land established by plat, subdivision, or as otherwise permitted by law to be separately owned, used, developed, or built upon for residential use. All residential lots of Hide-A-Way on the Gulf, are located on the Brazoria County CAD.

“Short-Term Lease” shall mean any lease of a Lot or Residence for a period of less than 90 days. Leases of less than 90 consecutive days are not permitted.

I . CHARACTER AND USE OF LOTS AND BUILDING RESTRICTIONS

- 1.1 Each Owner may use his or her Lot and the Residence and other improvements to the Lot for single family residential purposes only. All business use is prohibited. Residences and Lots may not be occupied by more than one family, or used (1) for industrial use or manufacturing, (2) used as a duplex, (3) used as a hospital or clinic, (4) used as a hotel, motel or boarding house, or (5) rented under a Short-Term Lease or as a vacation rental, nor shall anything be done thereon which shall become a nuisance to the neighborhood. Owners and Long Term Lessees may work from their own homes and use a home office, provided no signs or other advertisements are visible from the exterior.
- 1.2 Short-Term Leases are prohibited. No lease shall allow for an early termination that is less than an initial 90 consecutive days, or allowing a tenant to terminate the minimum 90 day lease early to circumvent the 90 consecutive day regulation is strictly prohibited. There may be no concurrent or overlapping leases on a lot. If a lot or single family dwelling is leased for an initial period of not less than 90 consecutive days, no additional lease may be executed for or during that term on that lot.
- 1.3 Consistent with use of Residences and Lots as Single Family Residences, an Owner may (1) enter a Leaseback agreement in conjunction with the sale of the property, or (2) enter into a Long Term Written Lease involving a written and signed lease of at least 90 consecutive days. After the expiration of the initial lease term, such lease may be extended for an additional term of not less than 30 consecutive days per term.
- 1.4 All of the Associations common areas, including pool and boat ramp are subject and bound by the associations’ rules and regulations. No owner or long term lessee may use these common areas without following the Association’s rules for accessing these resources. The owner is responsible for any person accessing the Association’s resources, including the common areas without the proper authority to do so. All fines associated for access or rule violations are the responsibility of the owner.
- 1.5 Residences and Residential Lots may not be used for gatherings of six or more people unless the Owner or Long-Term Lessee is present. Pursuant to Section 4.02, the fine for each such violation shall be \$750.00. The Owner is responsible for these fines.
- 1.6 Association common areas are only available to Owners and their Immediate Family, or Long-Term Lessees subject to the associations written policies and procedures, rules and

regulations for the amenity, and any posted signs or other association written communication.

- 1.7 Only Owners may access the Association's clubhouse subject to the associations written policies and procedures, rules and regulations for the clubhouse, and any posted signs or other association written communication. No guests are permitted unless accompanied by an Owner
- 1.8 Only Owners and their Immediate Family, or Long-Term Lessees may use the Association's pool subject to the Associations written policies and procedures, rules and regulations for the pool and pool access or posted signs. No guests are permitted to enter the pool area unless accompanied by an Owner or long term lessee. Pursuant to Section 4.02, the fine for each such violation shall be \$750.00. The Owner is responsible for these fines.
- 1.9 Only Owners and their Immediate Family members, or Long-Term Lessees may use the Association's boat ramp, subject to the Associations written policies and procedures, rules and regulations for the boat ramp or posted signs. Boats owned or piloted by others are not permitted. Guests are permitted to use the associated boat ramp only if accompanied by an Owner or long term lessee. Pursuant to Section 4.02, the fine for each such violation shall be \$500.00. The Owner is responsible for these fines.
- 1.10 Only Owners and their Immediate Family, or Long-Term Lessees may use the Association's parks, playgrounds and green spaces, including any Common Area. No guests are permitted unless accompanied by an Owner or Long-Term Lessee. Pursuant to Section 4.02, the fine for each such violation shall be \$500.00. The Owner is responsible for these fines.
- 1.11 Upon written demand from the Association, the Owner of the Lot must provide a true and correct copy of any lease to the Association within fourteen (14) business days of the date such written demand is mailed. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing a copy of the lease to the Association.
- 1.12 Upon written demand from the Association, the Owner of the Lot must provide to the Association the name(s) and phone number(s) for all lessees of a Lot and/or single-family residential dwelling on a Lot who have reached the age of at least eighteen (18) years and within fourteen (14) business days of the date such written demand is mailed.
- 1.13 Leasing the Lot and/or the Residence on a Lot does not relieve the Owner of the Lot from the obligation to comply with this Declaration and/or the Association's Dedicatory Instruments. All lessees are subject to this Declaration and the Association's Dedicatory Instruments. Notwithstanding any language to the contrary herein, there may only be one lease for a Lot (including the single-family residential dwelling on the lot) at a time.

- 1.14 No building, fence, wall or other structure shall be built, placed or altered on any lot until the construction plans and specifications, which must be professionally drawn by an architect, engineer or house planner, and the plot plan showing the location thereof have been approved in writing by the Architectural Control Committee, in accordance with the provisions below.
- 1.15 All structures shall comply with all applicable laws and building codes, as well as these Fourth Amended Restrictions.
- 1.16 No building shall be erected on any lot other than one single-family dwelling with or without an attached garage, and such outbuilding or buildings as is hereafter permitted for use as a boathouse or similar structure.
- 1.17 No building shall be located nearer than twenty-five (25) feet nor farther than 40 feet from the front street line nor nearer than five (5) feet to any side lot line or side street line, nor nearer than ten (10) feet to any rear lot line, except that in the case of an irregularly shaped lot, the Architectural Control Committee may approve a deviation in the front maximum set back line (40 feet) and rear set back line, provided that the same does not violate any set backs established by the county arid, provided further, that such approval is ratified by a majority of the Board of Directors of the Association.
- 1.18 The floor area of any dwelling commenced after the date of the recordation of these Fourth Amended Restrictions shall not be less than twelve hundred (1200) square feet, exclusive of garage, porch and basement. No dwelling shall be more than two stories in height, however, the ground area around the pilings of any dwelling built with a slab on grade construction, with pilings extending through the slab to support the next floor, still not be counted as a story, if enclosed for use as a garage, game room, or storage area.
- 1.19 A dwelling may be built to front or have its main entrance in any direction, provided, however, that such dwelling must have a presentable appearance from each abutting street or drive.
- 1.20 No structure of a temporary character, basement, tent, shack, garage, or other outbuilding shall be placed on any lot at any time or used as a residence either temporarily or permanently. Any garage or outbuilding shall be constructed at the same time or subsequent to the construction of the building it is intended to serve. All improvements shall be completed within eight (8) months. No used structure, no mobile home, and no prefabricated structures (except for storage buildings not to exceed 8' x 12'[length and width or width and length] x 8' (length) shall be moved onto any lot either temporarily or permanently. Prefabricated or built on site storage buildings must be submitted to the Architectural Control Committee for approval, in advance, as set out below. Any such storage building must be permanently secured to a cement foundation. No commercial trailers or trucks exceeding three (3) axles shall be parked on any lot for more than 48 hours.

Recreational vehicles and boats on trailers may be parked on the lots, either in the drive way or the area under the house, No boat or recreational vehicle shall be used as a residence at any time. No inoperable vehicle shall be parked on any lot for more than 72 hours.

"Inoperable vehicle" is defined as any means of conveyance which is not licensed, with a current inspection sticker, or which is not operable, in fact.

- 1.21 The reference to "wall" in this paragraph does not refer to the walls of the dwelling constructed on the lot, except as indicated. No fence or wall shall be constructed or hedge grown which shall exceed six feet in height. No fence or wall shall be constructed in front of the front wall of the dwelling, other than a metal cyclone fence or picket fence with pickets not exceeding 2" across and being placed no closer than 2" to the next closest picket (except at the comers), which fence shall not be greater than 4 feet in height and which shall have a gate for access to the front door and which shall not cross the driveway between the house, or garage, and the street. No hedge shall be grown in front of the dwelling in such a way as to interfere with the appearance of the dwelling.
- 1.22 No animals except dogs, cats, or other household pets may be kept on any lot. All household pets shall be confined within a fenced area on the lot of their owner, and no household pet shall be permitted on the streets or any other common area except when leashed and under the control of its owner. No household pet shall be permitted upon a lot other than that of its owner except with the express permission of the owner of any other such lot. No livestock, fowl, or swine shall be kept as household pets or bred for (Commercial purposes on any lot. No more than three (3) allowable animals, whether dogs or cats or a combination thereof, may be kept on any lot and they shall not be bred for commercial purposes, in the event that any owner or occupant shall violate this restriction, the Association has the right to remove any of the offending animals, without being guilty of trespass, and to turn them over to an animal control officer or private animal retention facility and the cost of the same shall be charged back to the owner of the lot and become a part of the maintenance fee set out hereafter, subject to lien and all tile remedies for tile collection thereof.
- 1.23 All fires must be contained and enclosed and carefully supervised.
- 1.24 Use of firearms in the subdivision is prohibited.
- 1.25 Trash, garbage and other waste shall be kept in sanitary containers and shall be disposed of at regular intervals consistent with good housekeeping. Garbage cans shall be kept out of sight.
- 1.26 All household and yard tools and equipment shall be kept out of sight in enclosed storage areas except when in use.
- 1.27 No sign of any nature shall be permitted on any lot except for one "For Sale" or "For Lease" sign not to exceed 31 x 31.

- 1.28 All dwellings and other structures shall be kept and maintained in good repair and must be painted when necessary to preserve their attractiveness, unless treated and stained wood is used.
- 1.29 The grass and weeds on each lot shall at all times be cut to a height not to exceed 4" to promote sanitation, health and appearance. If the owner or occupant of the lot fails to comply with this restriction, the Association may enter onto the lot and cure the violation and the cost of the same shall be charged back to the owner of the lot and become a part of the maintenance fee set out hereafter, subject to the lien and all the remedies for the collection thereof.

II . WATER AND SEWAGE DISPOSAL

- 2.1 No water well or cistern shall be built, dug or placed under or on any lot so long as water for domestic use shall otherwise be available to the lot.
- 2.2 No outside toilets shall be permitted. All lavatories, toilet and bath facilities shall be constructed indoors and shall be connected to a central sewage collection and disposal system, except that portable toilets shall be required on the lot during the time of residential construction for use by the workers during construction. Upon completion of the construction, the portable toilets shall be removed. All portable toilets shall be kept in a sanitary condition during the time of their use.
- 2.3 Drainage of sewage or disposition of refuse, garbage or debris into a street, road, ditch, canal, channel or other waterway, either directly or indirectly, is prohibited.

III. STREETS, CANALS, EASEMENTS AND UTILITIES

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

upon the observance of the rules and regulations as may from time to time be promulgated by the Association for the use of such facilities and upon the payment ;of any and all dues, fees, charges and assessments, which may be imposed by the Association for the establishment and maintenance thereof.

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

IV. THE ASSOCIATION AND ASSESSMENTS

- 4.1 The Association is the property owners association for this subdivision and is vested with all the rights previously established in the preceding Restrictions, First Amended Restrictions, Second Amended Restrictions, and as set out herein, including any and all rights previously vested in the Commodore Cove Property Owners Association. The purposes of the Association are the enforcement of the dedicatory instruments governing the subdivision, promotion of civic interests of persons owning or occupying lots in the subdivision, the promotion of the safety and health of such persons, the promotion of security protection for such persons, and the promotion of the cleanliness, beautification and protection of. the property in the subdivision, as well as any and all other lawful purposes for which a property owners association or any other nonprofit corporation may exist in the State of Texas. The preceding enumeration is not by way of limitation on the purposes of the Association, nor shall this list be interpreted to be mandatory upon the Association, which shall in no instance have any liability for its actions, inactions, or malfeasance in the exercise of any of these purposes.
- 4.2 To accomplish its purposes, the Association shall have the right to make rules and regulations to govern the use of all common facilities and common areas in the subdivision. This power shall include the power to levy fines, which shall become part of the maintenance fee to which each lot is subject and secured by the lien and subject to all remedies for the enforcement thereof.
- 4.3 Each lot owner shall be a member of the Association by virtue of his ownership. Such membership shall be appurtenant to ownership in the lot and shall immediately cease upon the transference of title. Each new owner of a lot shall automatically become a member of the Association. No owner may avoid his liabilities as a member by waiving use of any of the facilities or attempting to resign membership. The Association shall be governed' by its Bylaws and Articles of Incorporation. Each owner's membership rights shall be subject to

suspension by the Association in accordance with the Bylaws, however, such suspension shall not alleviate any duties of such member as set out herein or in the Bylaws. Each member shall have such rights and privileges, in connection with the Association, as may from time to time be specified in its Articles of Incorporation and its Bylaws.

- 4.4 The right of any member to use the common facilities and areas and to vote in the Association meetings shall be conditioned upon observance of the rules and regulations established by the Association for the benefit and general welfare of its members, and conditioned upon payment of any dues, fees, fines, charges or assessments. The Association shall have the right to levy assessments or fines for any of the purposes that are contained herein or in the Bylaws and in the manner set out in the Bylaws.
- 4.5 The Association shall have the right to enforce any and all of the covenants contained herein, and pursuant thereto has the right to contract for the performing of services which will remedy the breach of any covenant herein and the cost of such enforcement or of remedying any breach of covenants herein shall be added to the maintenance fee to which each lot is - subject and secured by the lien and subject to all the remedies for the enforcement thereof.
- 4.6 As stated in the Restrictions, the First Amended Restrictions, and the Second Amended Restrictions, the third amended Restrictions, and restated herein, the Association has a lien upon the lot for each owner, second only to the lien for taxes, any recorded deed of trust, mortgage, or other security interest now existing or hereafter created, to secure the payment of the aforementioned assessments, fees, charges, interest at the highest rate allowed by law, late charges, and attorney's fees and cost of collection, and all other assessments in favor of the Association.
- 4.7 In addition to foreclosure by appropriate judicial proceedings, the Association may foreclose its lien against each lot in like manner as a Deed of Trust or contractual lien by no judicial foreclosure in accordance with Section 51.002 of the Texas Property Code or any future amendments or recodification thereof, without waiving its right to also proceed against the owner on the owner's personal liability. Each owner, by acceptance of a deed to a lot hereby expressly vests in the Association, acting through its Board of Directors a power of sale to enforce the lien set out herein. The Board may exercise the Association's power of sale by appointing an Agent, who may be removed and replaced at any time by a resolution of a majority of the Board of Directors, to act on behalf of the Board in foreclosing such lien and such designation or removal may be made without any formality other than a written appointment. The Board, acting on behalf of the Association, and acting through its appointed Agent, shall have the power to bid upon any lot foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and to convey the same from and after the time that a foreclosure sale is conducted. The recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the owner, his heirs, assigns, executors, and

administrators. In the event any sale is made of a lot, the former owner, his tenants and other persons in possession under him, shall forthwith upon the making of the sale, surrender and deliver possession of the property to the purchaser at the sale, and in the event of their failure to do so, any occupants shall become tenants at sufferance of the purchaser at the foreclosure sale and the purchaser shall have the right to evict these persons by a proceeding brought in the Justice of the Peace Court where the property is situated. Any personal property left on the premises and not reclaimed within 10 days from the date of sale, shall be conclusively presumed to have been abandoned by the former owner, his tenants, or other parties in possession under him.

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

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

V. THE ARCHITECTURAL CONTROL COMMITTEE

- 5.1 The Architectural Control Committee shall make its ruling, in writing, within thirty (30) days of the date of its receipt of plans and specifications complying with this section and, in the event that no ruling is made within that period of time, the same shall act as an automatic disapproval of the plans. Two sets of plans and specifications shall be submitted to the Architectural Control Committee, one set of which will be retained by the Committee, the other which shall be returned either marked approved or rejected. The Architectural Control Committee may require reasonable fee to be paid with the submission of the area plans to compensate a professional architect or engineer for review of the plans on behalf of the Architectural Control Committee. If construction is not commenced within six (6) months after such approval is obtained, a new approval shall be required. Any prospective purchaser who desires to seek approval of the Architectural Control Committee prior to buying a lot may submit his plans in accordance with this paragraph.
- 5.2 The approval or disapproval of any plan by the Architectural Control Committee is done solely for the purposes of satisfying the needs of the Association and shall not be the basis for the establishment of any liability against the Association or any officer, director, employee, or member of the Architectural Control Committee of the Association. The approval or disapproval of any plan or specification by the Architectural Control committee is not a representation or warranty by the Architectural Control Committee that the improvement may be built in accordance with the plans and specifications or that the same are structurally sound or comply with any building code or practice. The procedures of the

Architectural Control Committee shall be prescribed by a resolution of the Board of Directors.

- 5.3 The number of the members of the Architectural Control Committee shall be no less than three. A quorum of the Architectural Control Committee shall be a majority of its members. All decisions of the Architectural Control Committee shall be made by a majority of the members voting, once a quorum has been established. Members of the Architectural Control Committee are appointed by and may be removed with or without cause by the Board of Directors of the Association.
- 5.4 The Board of Directors of the Association shall have the power to overrule the Architectural Control committee's decision within fifteen (15) days of the receipt of an approval or disapproval, by a unanimous vote of the Board.
- 5.5 The Architectural Control Committee may make approval of plans for professional builders to be designated "pre-approved plans", once plans have been qualified as pre -approved plans, a professional builder does not need to reapply for the use of the plans on a different lot, except for "Irregular lots" as the same has been defined by a resolution of the Board of Directors, but the construction must comply with all other provisions of these Fourth Amended Restrictions. The Board may, but shall not be required to, adopt guidelines for the Architectural Control Committee to follow as to the quality, design, and workmanship of improvements. Once adopted, the guidelines may be changed by a resolution of the Board of Directors, and do not need to be recorded to be effective against all persons desiring to gain Architectural Control Committee approval.
- 5.6 The Committee shall approve in advance any construction proposed for any lot in the subdivision. The Committee shall determine whether the same meets the specific requirements of these protective covenants. In addition, and without limitation, the Committee shall have the right to approve the type and size of the proposed structure, the quality of materials and workmanship, the harmony of the external design in relation to existing structures, and the location with respect to the topography of the property. The Committee shall formulate an established plan with regard to all such matters, subject to approval of the plan by the Board of Directors, and shall make the same available to all lot owners.

VI. GENERAL PROVISIONS

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

- 6.2 These protective covenants may be amended at any time by an instrument signed by the Association, together with a majority of the lot owners in the subdivision.
- 6.3 These protective covenants may be enforced by the Association or by the owner of any lot in the subdivision, either by proceedings for injunction or to recover damages for breach thereof or both. However, only the Association may file suit to collect any of the assessments or sums mentioned in Article IV above or to enforce the foreclosure of any lien therein granted. The cost to the Association of any enforcement actions by the Association, including, but not limited to attorney's fees, interest at the highest rate allowed by law, expenses of litigation, investigators or expert witness fees shall be added to the maintenance fee owed by the owner of the lot and be secured by the lien securing the same, and subject to all remedies for the enforcement thereof. Any suit hereunder shall be filed in any court of competent jurisdiction with venue to be in Brazoria County, Texas.
- 6.4 In the event of any conflicts between these Fourth Amended Restrictions, the Bylaws, or the Articles of incorporation, the Restrictions shall prevail over the Bylaws and Articles of incorporation, and the Articles of Incorporation shall prevail over the Bylaws.

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

SIGNED as of this, the 24 day of March, 2022.

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

By: 
PRESIDENT

Printed Name: LYNDA B. HUDGINS

(ATTEST)


CORPORATE SECRETARY

Printed name: LARRY G. JONES JR.

CERTIFICATION

The undersigned, being the President of Hide-A-Way on the Gulf Property Owners Association, Incorporated does hereby certify that a least a quorum of members were present at a special meeting of the Association duly called and held on March 19, 2022 and that, at the meeting the foregoing "Amended and Restated CCR's /Bylaws of Hide-A-Way on the Gulf Property Owners Association, Incorporated was duly approved by at least two -thirds (2/3) of the members present and voting in person or by proxy.

Hide-A-Way on the Gulf Property Owners
Association, Incorporated
a Texas non-profit corporation

By: _____

Printed _____

LARRY G. JONES JR.

Its: Secretary

The State OF Texas

County of Brazoria

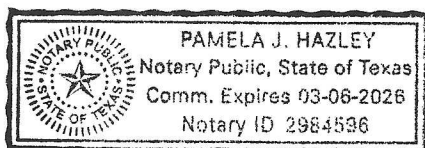
Before me the undersigned notary public on this 24 day of March

2022 personally appeared Larry Jones Jr., as Secretary of Hide-A-Way

On the Gulf Property Owners Association, Incorporated, known to me to be the person

Name is subscribed to the foregoing instrument, and acknowledged to me that s/he

Executed the same for the purpose and in the capacity therein expressed.



Pamela J. Hazley
Notary Public in and for the State of Texas

FILED and RECORDED

Instrument Number: 2022018334

Filing and Recording Date: 03/25/2022 11:26:23 AM Pages: 15 Recording Fee: \$83.00

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.



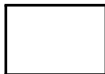
A handwritten signature in cursive script, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

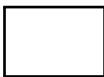
ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

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cclerk-regina



Buyer



Buyer



Seller