

MAY 25 2016

ARTICLES OF INCORPORATION

Corporations Section

OF

THE PRESERVE AT GRAND BEACH PROPERTY OWNERS ASSOCIATION, INC.

I, the undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is "The Preserve at Grand Beach Property Owners Association, Inc."

ARTICLE II

The Corporation shall be a property owner's association organized pursuant to the Declaration of Covenants, Conditions and Restrictions for the Preserve at Grand Beach (The Declaration), a subdivision in Galveston County, Texas

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The corporation shall be a non-profit corporation, organized pursuant to the Texas Non-Profit Corporation Act.

ARTICLE V

The purpose or purposes for which the corporation is organized are to exercise the rights and powers and to perform the duties and obligations of the Association, in accordance with the Declarations, the By-Laws of the Association and State law, as each may be amended from time to time.

ARTICLE VI

The corporation shall be a non-stock membership corporation. The Declaration and By-Laws shall determine the number and qualifications of members of the Association; the classes of membership, if any; the voting rights and other privileges of membership and the obligations and liabilities of members. The management and affairs of the Association shall be vested in the Board of Directors, except for those matters expressly reserved to others in the Declaration and By-Laws. The By-Laws shall determine the number (in no event less than three), and qualification of directors and the method of holding a Board meeting and obtaining consents. Cumulative voting shall not be permitted.

ARTICLE VII

The street address of its initial registered office is 1702 Stoneridge Rd., Austin, Texas, 78746 and the name of its initial registered agent at such address is H. Michael Giles.

ARTICLE VIII

The number of directors constituting the initial board of directors is one (1), and the name and address of the person is are to serve as directors until the first meeting of the shareholders or until successors are elected and qualified is:

H. Michael Giles
Frank Schaefer
David Hoover

1702 Stoneridge Rd.
1028 Bewicks Ct.
27 South Shore Dr.

Austin, TX 78746
Carlsbad, CA 92011
Galveston, TX 77551

ARTICLE IX

The names and address of the incorporator is:

H. Michael Giles

1702 Stoneridge Rd.
Austin, TX 78746

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

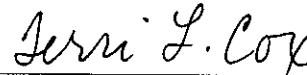


H. Michael Giles

STATE OF TEXAS

COUNTY OF TRAVIS

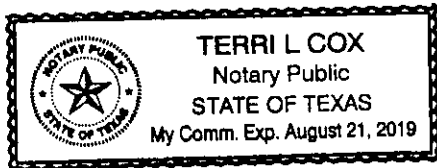
I, the undersigned authority, a notary public, do hereby certify that on the 25 day of MAY, 2016, personally appeared before H. Michael Giles, being by me first duly sworn, declared that he is the person who signed the foregoing instrument as incorporator and the statements contained therein are true.



_____, Notary Public
Travis County, Texas

My Commission Expires:

August 21, 2019



AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PRESERVE AT GRAND BEACH
A SUBDIVISION IN GALVESTON COUNTY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Preserve at Grand Beach a Subdivision in Galveston County, Texas, is made on the date hereinafter set forth, by 230 EAST BEACH, LTD., a Texas Limited Partnership, hereinafter collectively referred to as “Declarant”.

WITNESSETH:

WHEREAS, Declarant previously executed that certain document entitled DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE AT GRAND BEACH A SUBDIVISION IN GALVESTON COUNTY, TEXAS, which is dated January 18, 2016, and caused the same to be recorded in the Real Property Records of Galveston County, Texas under Galveston County Clerk’s File Number 2016026366 (the “Original Declaration”) to which record reference is hereby made for all purposes;

WHEREAS, the Original Declaration governs all lots for that property located within THE PRESERVE AT GRAND BEACH, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 2013A, Map Number 90, and Galveston County Clerk’s File Number 2013070073, of Galveston County, Texas (hereinafter sometimes called the “Property” or the “Subdivision”)

WHEREAS, Section 209.0041 of the Texas Property Code provides that the above described Original Declaration may be amended by an affirmative vote of sixty-seven percent

(67%) of the total votes allocated to property owners entitled to vote on the amendment of the Original Declaration;

WHEREAS, Declarant is the owner of not less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the Original Declaration;

WHEREAS, it is the desire of the Declarant to amend the Original Declaration by execution and/or adoption of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Preserve at Grand Beach a Subdivision in Galveston County, Texas;

NOW, THEREFORE, the undersigned, being the Declarant and the owner of not less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on an amendment of the Original Declaration, whose signature is attached hereto and incorporated herein by reference for all purposes, hereby adopts the following Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Preserve at Grand Beach a Subdivision in Galveston County, Texas (the "Amended and Restated Declaration"). This Amended and Restated Declaration shall replace and supersede the Original Declaration in its entirety. This instrument is to become effective upon its recordation in the office of the County Clerk, Real Property Records of Galveston County, Texas. All of the terms and provisions hereof shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I.

Definitions

Section 1. "Association" shall mean and refer to THE PRESERVE AT GRAND BEACH PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, whose membership is composed of all of the owners of lots within the Subdivision, and its successors and

assigns, and is further described in Article IV of this Amended and Restated Declaration.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those who have such interest merely as security for the performance of an obligation. For purposes of membership in the Association, each lot shall only have one Owner, and if multiple parties own a Lot they shall designate the "Owner" for purposes hereof.

Section 3. "Property" shall mean and refer to the Property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Subdivision Plat" shall mean and refer to the map or plat of the Property, recorded in Plat Record 2013A, Map Number 90, and Galveston County Clerk's File Number 2013070073, of Galveston County, Texas

Section 5. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the Subdivision Plat (with the exception of the Common Properties).

Section 6. "Common Property" shall mean and refer to those areas of land within the Property as are now shown and identified on the Subdivision Plat as a park, greenbelt, public dune walkovers, open space (beach and beach access), landscape reserves and subdivision entrances and other subdivision amenities not shown or identified on the Subdivision plat such as a swimming pool, playground equipment, and other common elements which may be constructed, which are to be maintained and regulated by the Association, 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 the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of grants or dedications by Declarant or Declarant's successors in title. References herein to "the Common Properties in

the Subdivision” shall mean and refer to Common Properties as defined respectively in this Amended and Restated Declaration and all Supplemental Declarations.

Section 7. “Town Architectural Control Consultant” shall be appointed by Declarant or the Board of Directors of the Association to perform the functions set forth in Article VII hereof.

Section 8. “Declarant” shall mean and refer to 230 East Beach, LTD., its successors, and assigns.

Section 9. “Board of Directors” shall mean and refer to the Board of Directors of the Association.

ARTICLE II.

Reservations, Exceptions and Dedications

Section 1. Existing Easements. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such Subdivision Plat further establishes certain dedications, limitations, reservations, certain minimum setback lines, and restrictions applicable to the Property. All (i) dedications, limitations, restrictions, minimum setback lines, and reservations shown on the Subdivision Plat and (ii) grants and dedications of easements and related rights heretofore made by Declarant and/or Declarant’s predecessors in title affecting the Property and currently of record in the Official Public Records of Galveston County, Texas and enforceable against the Property or are incorporated herein by reference and made a part of this Amended and Restated Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property, whether specifically referred to therein or not.

Section 2. Utility Easements and Rights-of-Way. Declarant reserves the easements and rights-of-way as shown on the Subdivision Plat (collectively called the “Easements” and the

portion of the Property designated on the Subdivision Plat for Easements being hereinafter sometimes called the "Easement Property" for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph, cable television, and telephone line or lines, water lines, sewers or any other utility Declarant sees fit to install in, across and/or under the Easement Property.

Section 3. Changes and Additions. Declarant reserves the right to make changes in and additions to the Easements for the purpose of most efficiently and economically installing the improvements and utilities within the Easement Property.

Section 4. Easements and Appurtenances. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Property by contract, deed or other conveyance shall be subject to (a) the easements described in this Declaration for roadways or drainage, water, sewer, storm sewer, electric light, electric power, cable television, telephone or other utility purposes and such conveyance shall not convey any interest in pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto, constructed by or under Declarant or any easement owner, or their agents through, along or upon the Easement Property, or any part thereof, to serve the Property, and (b) the right of Declarant, its successors and assigns, to maintain, repair, sell or lease such appurtenances (subject to the provisions of this Declaration) to any municipality, or other governmental agency or to any public service corporation or to any other party (and such right is hereby expressly reserved).

Section 5. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including but not limited to, water, sewer, telephones, electricity, and appurtenances thereto. By virtue of this easement, it shall be expressly

permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, across and under the Easement Property and within any other public utility easements from time to time created, and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this Section 5 of Article II, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Property until approved by Declarant. The utility companies furnishing service shall have the right to remove all trees situated within the Easements shown on the Subdivision Plat, and to trim overhanging trees and shrubs located on the portions of the Property abutting such Easements. Neither Declarant nor any utility company using the Easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or other property situated on the land covered by said Easements. With the exception of the utility poles with transformers located upon them, all utility systems shall be located underground.

Section 6. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, and other service vehicles to enter upon the Property (but not within buildings) in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Property (but not within buildings) to render any service.

Section 7. Underground Electric System. A semi-underground electric distribution system will be installed in the entire Subdivision, herein sometimes called the Underground Residential Subdivision, which underground service area embraces all of the Lots which are

platted in the Subdivision. The electric company furnishing service may require certain elements of that service, such as transformers and other equipment to be elevated above the base flood elevation and, of necessity, above ground. Other components belonging to the electric company furnishing service may be underground. The Owner of each Lot containing a single dwelling unit, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric 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 such company at the property lines of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the Subdivision Plat or by separate recorded 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 Lot Owners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various Lot Owners to permit installation, repair and maintenance of each Lot Owner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit, shall at his or its 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 Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current. The electric

company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Declarant or the Lot Owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless Declarant has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision. No provision of this Section 7 of Article II (the text of which is prescribed by the electric company) shall in any manner operate or be construed to permit the construction on any Lot of any type of residential structure other than a single-family residence as provided in Section 1, of Article XI.

Section 8. Surface Areas. The surface of Easement Property for underground utility services may be used for fencing and planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility or service using any portion of the Easement Property shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair

of any facility in any such Easement Property.

ARTICLE III.

Property Subject to this Declaration

Section 1. Description. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration consists of all of Lots 1 – 22, Block One, Lots 1 – 21, Block 2, Lots 1 – 9, Block 3, and Reserves A, B, C, F, and G according to the Subdivision Plat (or any subsequently recorded plat thereof) which real property is sometimes hereinafter referred to as the “Existing Property”.

Section 2. Mineral Exception. There is hereby excepted from the Property and Declarant will hereafter except from all its sales and conveyances of the Property, or any part thereof, including the Lots and Common Properties, all oil, gas, and other minerals, in, on, and under the Properties; but each such reservation shall be subject to the provision and requirements of Article XIII of this Declaration.

Section 3. Additions to Existing Property. Additional lands may become subject to the scheme of this Declaration in the following manner:

(a) Additions by Declarant. The Declarant, and its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of development (“Additional Property”) in its sole discretion. Any additions of Additional Property authorized under this and the succeeding subsection of this Declaration shall be made by filing of record in the Official Records of Galveston County, Texas, an amendment to this Declaration with respect to the Additional Property which shall extend the scheme of the Covenants of this Declaration to the Additional Property. Any such amendment to this Declaration must impose an annual maintenance charge assessment on the Additional Property, on a uniform, per lot basis, substantially equivalent to the maintenance charge and assessment imposed by this Declaration,

and may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the Additional Property.

(b) Mergers. Upon a merger of consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants established by this Declaration or any amendment thereto.

ARTICLE IV.

The Association

Section 1. Organization. The Association is known as THE PRESERVE AT GRAND BEACH PROPERTY OWNERS ASSOCIATION, INC., a nonprofit corporation organized under the laws of the State of Texas.

Section 2. Purpose. The purpose of the Association in general is to provide for and promote the health, recreation, and welfare of the members ("Members" or "Owners"), to collect the annual maintenance charges and to administer the Maintenance Fund (as defined herein), to preserve and enhance property values within the Subdivision, to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Property and such other purposes as are stated in the Articles of Incorporation and By-Laws consistent with the provisions of this Declaration and all amendments thereto, and such other purposes as are authorized by the pertinent provisions of the Texas Property Code.

Section 3. Directors. The Association shall act through a three (3) member Board of

Directors, which shall manage the affairs of the Association. The initial Directors of the Association will be Frank Schaefer, Mickey Giles, and David Hoover. Each initial Director shall serve for a term of two (2) years from date of appointment (which shall be deemed to be January 1, 2016, for the initial Directors, regardless of the actual date of appointment), and thereafter, until his successor is duly elected and qualified. Upon the expiration of the term of the initial Directors, the Members shall elect a Board of Directors as provided for in the By-Laws, the number of which may be increased to five (5). Any vacancy, from whatever cause, occurring in the Board of Directors during the initial two (2) year term shall be filled by appointment made by the remaining Director or Directors. The person appointed by the remaining Director or Directors to fill such vacancy shall serve for the remainder of the initial two (2) year term and until his successor is duly elected and qualified. The Directors shall have the power to select one or more advisory directors from the residents of the Subdivision to serve for such periods of time as the Board of Directors shall deem appropriate, for the purpose of providing advice and counsel to the Board of Directors, provided that such advisory directors shall have no right to act on behalf of the Association.

Section 4. Members. Every Owner of a Lot shall be a Member of the Association. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

Section 5. Classes of Members. The Association shall have two (2) classes of Members, as follows:

Class A. Class "A" Members shall be all Owners, with the exception of Declarant and any Builder(s) (as that term is defined below), and shall be entitled to one (1) vote for each Lot

owned. When more than one (1) person holds an interest in a given Lot, all of such persons shall be Members, and the vote for such Lot shall be exercised as they may determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot owned by Class "A" Members.

Class B. Class "B" Members shall be the Declarant and any Builder(s) (as that term is defined below), which shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership upon the happening of either of the following events, whichever shall first occur:

- (a) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or
- (b) January 1, 2027.

The term "Builder", as used in this Section, shall mean and refer to any person or entity which, in a single purchase, shall acquire directly from the Declarant, at least three (3) lots for the purpose of resale (whether with or without improvements).

Section 6. Title to Common Property. The Declarant may retain the legal title to the Common Property until such time as: (i) Declarant no longer owns any portion of the Property; or (ii) in the sole opinion of Declarant, the Association is able to operate and maintain the same, whereupon title to the Common Property shall be conveyed to the Association. Until title to such Common Property has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Common Property granted to the Association in this Declaration and all amendments thereto.

ARTICLE V.

Property Rights in the Common Properties and Common Facilities

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article V, every Member shall have a common right and easement of enjoyment in and to the Common Property, and such right and easement shall be appurtenant to and shall pass with the title to each Lot.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment

created hereby shall be subject to the following:

(a) The right of the Association, in its discretion, to make, publish, and enforce reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provisions to govern and control the use of such Common Property by guests or invitees of the Members, including, without limitation, the number of guests or invitees who may use such Common Property or any part thereof at the same time; and

(b) The right of the Association to grant or dedicate easements in, on, under or above such Common Property or any part thereof to any public or governmental agency or authority or to any utility facility or equipment situated in any part of such Common Property and owned by the Association to any public or political authority or agency or to any utility company rendering or to render service to the Subdivision or any part thereof; and

(c) The right of the Association to enter management and/or operating contracts or agreements relative to the maintenance and operation of such Common Property in such instances and on such terms as its Board of Directors may deem appropriate; and

(d) The right of the Association to suspend the right of a Member to use any recreational Common Property during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infractions of its published rules and regulations; and the aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have in this Declaration and any amendment thereto or in its By-Laws or at law or in equity on account of any such default or infraction; and

(e) The rights and easements existing, herein created or hereafter created in favor of others, as provided for in Article II and Article VI hereof, in this Declaration and in all amendments

thereto;

(f) The restrictions as to use of the Common Property provided for in Article IX hereof.

(g) Any contract entered into by the Association with Declarant or any affiliate of Declarant shall be at market terms no less favorable to the Association than would be available from a third party. No contract with Declarant or any affiliate of Declarant shall be for a term in excess of one (1) year.

Section 3. Delegation of Use. Any member may delegate his right of use and enjoyment of the Common Property in the Subdivision, together with all easement rights granted to Members in this Declaration and all amendments thereto, to the members of his family, his tenants, guests (subject to Section 2 (a) above), or contract purchasers who reside on his Lot. The term "Member" is further defined to include and refer to the executors, personal representatives and administrators of any Member, and all other persons, firms or corporations acquiring or succeeding to the title of the Member by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law, or in any other legal manner.

ARTICLE VI.

Annual Assessments

Section 1. The Maintenance Fund. All funds collected by the Association from the common area maintenance charges provided for in this Article VI, together with all funds collected by the Association from the regular annual maintenance charges imposed on the Lots in the Subdivision by this Declaration and all amendments thereto, shall constitute and be known as the "Maintenance Fund". The Maintenance Fund shall be held, used, and expended by the Association for the common benefit of all Members for the following purposes, to-wit: to promote the health, recreation, and welfare of the Members, including, without limitation, the installation, construction, erection, maintenance and relocation of improvements related to the enhancement

and beautification of the Common Property, and any other areas provided by this Declaration or any amendment thereto to be developed or maintained by the Association, such as shrubbery, trees, walkways and street lights, and the construction, repair, maintenance and replacement of properties, services, improvements and facilities devoted to such purposes and related to the use and enjoyment of the Subdivision by the Members. Such funds may also be utilized to secure the services of such professionals as are necessary for the purpose of collecting the maintenance assessments, and for enforcement of the restrictive covenants, rules and regulations applicable to the Properties.

The Association may, in its sole discretion, give one or more of the purposes set forth in this Section 1 of Article VI preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Association in good faith shall be binding and conclusive on all Members.

Section 2. Covenant for Assessments. Subject to the provisions set forth below in Sections 3 and 4 of this Article VI relating to the rate at which the maintenance charge and assessments imposed herein shall be paid on unimproved Lots, each and every Lot is hereby severally subjected to and impressed with a regular annual maintenance charge or assessment in the amount of One Thousand and No/100 Dollars (\$1,000.00) per annum per Lot (herein sometimes referred to as the "Maintenance Charge") which shall run with the land, subject to increase and decrease and payable as provided in Section 5 below. Notwithstanding anything to the contrary contained herein, owners of vacant or unimproved Lots shall be charged and shall pay an additional mowing fee of Two Hundred Twenty and No/100 Dollars (\$220.00) per annum for each year that their Lot is unimproved.

In addition to the Maintenance Charge and mowing fee set forth above, each and every Lot

is hereby severally subjected to and impressed with a "Beach and Dune Improvement, Maintenance and Management" charge or assessment in the amount of Five Hundred and No/100 Dollars (\$500.00) per year if a Lot is a "beachfront" Lot, and Two Hundred and No/100 Dollars (\$200.00) per year if a Lot is not "beachfront" for the purpose of creating a "Beach and Dune Improvement, Maintenance, and Management Fund" which will be used to provide funds for repair or maintenance of any Dune or other landforms, structures or devices installed to protect the Subdivision from storm surge and/or wave action and to provide matching funds to secure government grants for erosion response and beach maintenance projects.

Each Owner of a Lot, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his Lot and/or assessed against him by virtue of his ownership, thereof, as the same shall become due and payable, without demand. All of the aforementioned charges, including but not limited to annual and special assessments, mowing charges, Beach and Dune Improvement Maintenance and Management fees, interest, costs, administrative charges, late charges, penalties, and attorney's fees, herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon, as hereinafter more particularly stated. Each such assessment, charge and/or fee, together with interest, costs, administrative charges, late charges, penalties and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such assessment accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying any such charge or assessment by waiver of the

use or enjoyment of the Common Properties, or any part thereof, or by abandonment of his Lot or his interest therein.

Neither Declarant nor any other lot owner shall have the obligation to pay maintenance fees until such time as roads and utilities are available to a lot subject to this declaration.

Section 3. The Annual Maintenance Assessment. Except as provided under Article IV, Section 5, above, the annual assessments provided for herein shall commence upon the conveyance of a Lot (or Lots) from Declarant to any other person or entity, which shall be pro-rated from that date forward, and which Lot shall be subject to the full annual assessments for the following year, as of January 1 of such following year, and for each successive year thereafter. The assessments for each calendar year, including the first year, shall be due and payable to the Association in advance, and such assessments are due and payable as of January 1st of each year.

The Board of Directors may decrease or increase the amount of the regular annual maintenance charge or any other assessment provided for herein from year to year, by the adoption of a resolution for such purpose; provided, however, that no resolution of the Board of Directors which fixes the amount of the regular annual maintenance charge or assessment at less than eighty-five percent (85%) of the amount assessed in the preceding calendar year, or in excess of one hundred fifteen percent (115%) of the amount assessed in the preceding calendar year, shall become effective unless and until such resolution is ratified by the written assent of the Members of the Association who in the aggregate then own at least fifty-five percent (55%) of the votes of the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership of the Association called for his purpose and at which a quorum is present. The written assent or the vote of the Member must be given prior to the effective date of the resolution of the Board of Directors. No increase or decrease in the annual maintenance charge

or assessment shall take effect retroactively.

If any resolution of the Board of Directors which requires ratification by the assent of the Members of the Association as above provided shall fail to receive such assent, then the amount of the regular annual maintenance charge or assessment last in effect shall continue in effect until duly changed in accordance with the above provisions.

Section 4. Quorum for any Action Authorized Under Section 3. The Quorum required for any action authorized by Section 3 of this Article VI hereof shall be as follows: At the first meeting called, as provided in Section 5 of this Article VI hereof, the presence at the meeting of Members, or of proxies, entitled to cast twenty percent (20%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, such meeting may be adjourned and another meeting may be called immediately, and without notice, and the required quorum at any such subsequent / reconvened meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

Section 5. Special assessment for Capital Investments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Duties of the Board of Directors. The Board of Directors shall fix the date of

commencement and the amount of the assessment against each Lot or Owner for each assessment period at least thirty (30) days in advance for such due date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to the last known mailing address of every Owner subject thereto, however, the non-receipt of same by any owner shall not constitute any excuse for non-payment, it being expressly understood and acknowledged by all property owners that the annual assessments and related charges are mandatory in nature, and the same must be timely paid, without regard to the receipt (or lack thereof) of any bill, invoice or statement from any source. The Association (or its agent) shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Liens to Secure Assessments. The regular annual maintenance charges or assessments, as well as special assessments as hereinabove provided for, shall constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association and all Members. The lien hereby created shall be subordinate and inferior to:

(a) All liens for taxes or special assessments levied by the City, County, and State governments, or any political subdivision or special district thereof, and

(b) all liens securing amounts due or to become due under any term contract of sale, or any mortgage, vendor's lien, or deed of trust filed for record, prior to the date payment of any such charges or assessments become due and payable, and

(c) all liens, including, but not limited to, vendor's lien, deeds of trust, and other security instruments which secure any loan made by any lender to an Owner for any part of the purchase price of any Lot and the improvements thereon, if improved, when the same is purchased, or for any part of the cost of construction, repairing, adding to, or remodeling the residence and appurtenances situated on any Lot.

Any foreclosures of any such superior lien under the power of sale of any mortgage, deed of trust, or other security instrument, or through Court proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing maintenance charges or assessments which become due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges or assessments which become due prior to such foreclosure, be extinguished by any foreclosure.

Section 8. Effect of Non-Payment of Assessment. If any such annual charge or assessment is not paid within thirty (30) days from the date thereof, the same shall bear interest from the due date until paid at the highest interest rate allowed under the laws of the State of Texas, and a late charge penalty, provided such late charge penalty is adopted by the Board of Directors at any time. If an account is referred to an attorney for collection and/or if suit is brought thereon and/or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than ten (10%) per cent of the amount owing, as attorney's fees. The Association, as a common expense of all Members, may institute and maintain an action at law and/or in equity against any defaulting Member to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like

manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

Section 9. Collection and Enforcement. Each Member, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

Section 9. Limited Exemption from Annual Maintenance Assessments and Beach and Dune Improvement, Maintenance and Management charge. Notwithstanding anything herein to the contrary, each Lot owned by the Declarant shall be exempt from annual assessments and any Beach and Dune Improvement, Maintenance and Management charges, and Declarant shall not be individually liable for any such charges until such Lot is conveyed to any person or entity other than Declarant.

Further, notwithstanding anything herein to the contrary, each Lot owned by a Builder (as that term is defined in Article IV, Section 5) shall be exempt from annual assessments and any Beach and Dune Improvement, Maintenance and Management charges, and any such Builder(s) shall not be individually liable for any such charges until the earlier of (a) substantial completion of improvements thereon, (b) the conveyance by such Builder of the Lot to anyone other than the Declarant, or (c) six (6) months after such Builder initially acquired record title to the Lot from Declarant.

ARTICLE VII.

Architectural Control

Section 1. Approval of Plans. No building, structure, dune walkover, fence, wall, or other improvement shall be commenced, erected, constructed, placed or maintained upon a Lot, nor shall

any exterior addition to or change or alteration therein be made, including but not limited to the exterior color of any home, until the detailed plans and specifications, in digital form, shall have been submitted to the Architectural Control Committee and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Lot, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the Lot lines), exterior color scheme, and full compliance with THE PRESERVE AT GRAND BEACH ARCHITECTURAL DESIGN REQUIREMENTS (Pattern Book) by the Town Architectural Control Consultant. The Town Architectural Control Consultant may reasonably require drawings and specifications, in digital form, of architectural, structural, mechanical, electrical, fire sprinkler and plumbing and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvements or alterations thereto which will insure compliance of any proposed improvement or alteration with the pattern book without limitation of the powers herein granted, the Town Architectural Control Consultant shall have the right to specify requirements for each Lot as follows: exterior lighting, minimum setbacks; the location, height, and extent of fences, walls, or other screening devices; style; color schemes; and the orientation of structures with respect to garage access and major entry and frontage. The Town Architectural Control Consultant also shall have full power and authority to reject any plans and specifications that do not comply with the Pattern Book and the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole discretion of the Town Architectural Control Consultant, with the design or overall character and aesthetics of the Property. The Town Architectural Control Consultant may require a reasonable fee for performing

the functions herein prescribed, and may disapprove plans, specifications, designs and plot plans for failure to pay such fee. The initial Town Architectural Control Consultant shall be appointed by the Declarant.

(a) Style: In general, the design theme shall be “Galveston Vernacular” derived from styles popular in Galveston from Greek Revival to the Bungalow or Craftsman periods. Modern, Post-Modern, Art Deco, Spanish or Mediterranean styles are not permitted.

(b) Wetlands: There shall be no construction of any type, or fill within any area delineated as wetlands unless approved by the Town Architectural Control Consultant and permitted by the U.S. Army Corps of Engineers.

(c) Approved Architects and Contractors: The Town Architectural Control Consultant may develop and maintain a list of Architects and Contractors approved to design and perform construction services in the subdivision. In such case, only those Architects and Contractors on the list shall design and perform construction services in the subdivision. The Town Architectural Control Consultant may add to the list or remove from the list Architects and Contractors at the sole discretion of the Town Architectural Control Consultant. An Owner may request that additional Architects and/or Contractors be added to the list referenced above. The Owner shall be charged a fee for submitting each such request, and such fee shall be added to the Owner’s assessment account if unpaid.

(d) Elevators: All new construction is required to include either an indoor elevator or indoor elevator shaft as part of its design and construction. No outdoor elevators nor outdoor elevator shafts nor outdoor lifts shall be allowed.

Section 2. Replacement. The Town Architectural Control Consultant may be terminated by the Board of Directors, by a majority vote of the Board. In the event of death, termination or

resignation of the Town Architectural Control Consultant, the Board of Directors of the Association shall, within thirty (30) days, appoint a successor Town Architectural Control Consultant, and until such successor Town Architectural Control Consultant has been so appointed, no one shall have authority to approve or disapprove plans, specifications and plot plans submitted.

Section 3. Changes to the Pattern Book. Upon the recommendation of the Town Architectural Control Consultant and the approval of a majority of the Board of Directors, the Pattern Book may be amended.

Section 4. Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the Town Architectural Control Consultant may allow reasonable variances as to any requirement of the Pattern Book on such terms and conditions as he or she shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property.

ARTICLE VIII.

Other Easements

Section 1. The rights and duties of the Owners of Lots within the Property with respect to sanitary sewer and water, electricity, telephone and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections and/or water house connections or electricity, or telephone and cable television lines or drainage facilities are installed within the Property, which connection lines or facilities or any portion thereof, lie in or upon Lots owned by the Association or any entity other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots in or upon which said connections, lines

or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer house connections and/or water house connections or electricity, telephone or cable television lines or drainage facilities are installed within the Property, which connections serve more than one (1) Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections which service his Lot.

Section 2. Easements over the Lots and Common Property for the installation and maintenance of electric, telephone, cable television, water, and sanitary sewer lines and drainage facilities within the Easement Property are hereby reserved by Declarant, together with the right to grant and transfer same.

Section 3. Public Streets. All Lots within the Subdivision shall abut and have access to a private street. All street rights-of-way are shown on the Subdivision Plat.

ARTICLE IX.

Utility Bills, Taxes and Insurance

Section 1. Obligations of the Owners; Electric Sub-Metering.

(a) Each Owner shall have his separate electric, gas (if and when available) and water meter and shall directly pay at his own cost and expense for all electricity, gas (if and when available), water, sanitary sewer service, telephone service, cable television and other utilities used or consumed by him on his Lot, which separate metering shall be installed as soon as same is available by and from the respective utility providers.

(b) During the initial development stage, the Association currently pays for electricity for the Lots for usage based on a master meter. Each Owner is responsible for his portion of electricity used, based upon the usage indicated on the individual electric meter. The Association shall

invoice each Owner monthly for the electricity consumed on his Lot, as indicated on the applicable individual meter. Such charges shall be a part of the Association's continuing lien as expressed in Article VI. At such time as a sufficient number of Lots have been sold, the Association, may, by a Resolution of the Board of Directors, and at the Board's discretion, require that each Lot be billed directly by the applicable electric company, in lieu of this sub-metering scheme, it being understood that such sub-metering scheme will eventually be phased out and discontinued.

(c) Each Owner shall directly render for taxation his own Lot and improvements thereon, and shall at his own expense and cost directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.

(d) Each Owner shall be responsible at his own cost and expense for his own property insurance on the building and contents of his own residence, and his additions and improvements thereto, including decorations, furnishings and personal property therein; and also for his personal liability not covered by liability insurance for all Owners which may be obtained by the Association as part of the common expense in connection with the Common Property.

Section 2. Obligation of the Association.

(a) The Association shall pay as a common expense of all Owners, for all water, electricity and other utilities used in connection with the enjoyment and operation of the Common Property or any part thereof. The Association shall maintain the property shown on the Subdivision Plat as parks, greenbelts, public dune walkovers, open space, open space (beach access), landscape reserves, subdivision entrances, and other subdivision amenities not shown or identified on the Subdivision Plat such as a swimming pool, playground equipment and such other common elements which may be constructed and shall pay the cost of such maintenance as a common expense of all Owners.

(b) The Association shall render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Property and the improvements and the property appertaining thereto.

(c) The Association shall have authority to obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities in the Common Property and the contents thereof and the Association against the risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees and each Owner (if coverage for Owners is available) from and against liability in connection with the Common Property. The Association shall also have the authority to obtain Directors and Officers liability coverage, and such other policies of insurance, bonds, etc., as the Board may deem appropriate.

(d) All costs, charges and premiums for all utility bills, taxes, and any insurance to be paid by the Association as hereinabove provided shall be paid out of the Maintenance Fund as a common expense of all Owners and shall be a part of the maintenance assessments.

ARTICLE X.

Maintenance and Repairs

Section 1. By the Owners. It shall be the duty, responsibility and the obligation of each Owner at his own cost and expense to care for, maintain and repair the exterior and interior of his residence house and improvements on his Lot and the fixtures, appliances, equipment and other appurtenances thereto and also including the private, dune walkover and the private driveway

appurtenant to his residence house and situated on his Lot. The Association shall have no duty or obligation to any Owner in this regard.

Section 2. By the Association. The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the Common Property and all parts thereof, including but not limited to, any entrance structure, public dune walkovers and any facilities owned by the Association, except that it shall be the obligation of each Owner, and not the obligation of the Association, to pay for the cost of repair and maintenance of private driveways, sidewalks, and fence or fences which are located upon his Lot.

ARTICLE XI.

Restrictions of Use

Section 1. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any single Lot, other than one detached single-family residential dwelling. Guest quarters and “mother-in-law” rooms shall be permitted as allowed by the City of Galveston Land Development Regulations. No residence shall be constructed on less than the equivalent of one (1) full Lot as defined on the Subdivision Plat. Such dwellings shall be utilized exclusively for single-family residential purposes.

Section 2. Commercial Use. No part of the Property, except that portion of the Property shown on the Plat as a Commercial Reserve and Reserve G, shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes.

Section 3. Number of Dwellings and Driveway. No more than one (1) dwelling shall be built on any one (1) Lot. Each Lot must be served by a private driveway as approved by the Town Architectural Control Consultant.

Section 4. Prohibition of Offensive Activities. No noxious or offensive trade or activity

shall be conducted, whether for profit or not, on any Lot. No activity which may become an annoyance or nuisance to the other Owners, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance, or which will degrade property values, or distract from the aesthetic beauty of the Subdivision, shall be conducted.

Section 5. Temporary Structures. No structures of a temporary character, trailer, tent, shower, garage, barn, construction trailer, or other outbuilding shall be constructed, erected, altered, placed or permitted to remain on any Lot at any time as a residence or other use, either temporarily or permanently except such buildings or structures as may be hereafter permitted.

Section 6. Animal Husbandry. Dogs, cats, or usual and ordinary household pets (excluding horses, swine, fowl and/or livestock) may be kept in any dwelling unit upon a Lot, (not to exceed a total of two (2) pets, provided they are not kept, bred, or maintained for any commercial purpose.) Notwithstanding the foregoing, no animals or fowl may be kept on the Property which results in any annoyance or are obnoxious to residents of the Subdivision.

Section 7. Parking or Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. No motorcycle, moped, golf cart, boat, boat and trailer, trailer, house trailer, mobile home, recreational vehicle, camper or any other similar transportation vehicle or device shall be parked on any roadway overnight. No such vehicle shall be allowed to be stored within any lot unless within a garage and completely shielded from view.

No mobile home, trailer, camper, boat, truck larger than a three-quarter (3/4) ton pickup, or similar equipment shall be parked or stored permanently or semi-permanently on any street, right-of-way or on driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view or kept within a garage. Parking of such vehicles within the

Subdivision for any time period in excess of forty-eight (48) hours is prohibited. All such vehicles are to be stored outside of the Subdivision. The Board of Directors of the Association may adopt rules for the regulation of the admission and parking of vehicles within the Subdivision and within the Common Property, including the assessment of charges to Owners who violate, or whose invitees violate, such rules. Under no circumstances may repairs to any vehicles or equipment be made on the Property except when completely screened from public view within a garage.

Section 8. Visual Screening on Lots. The drying of clothes in public view is prohibited. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, as to conceal them from view from neighboring Lots.

Section 9. Lot Maintenance. All Lots shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or occupants of all improved Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish except by use of an incinerator approved by Declarant, and then only during such condition as is permitted by law. The Association shall be responsible for mowing all unimproved Lots. The expense of such mowing shall be paid by the Association from the \$220.00 fee paid by the Owner of each unimproved Lot pursuant to Article VI, Section 2. In the event of default on the part of the Owner or occupant of any improved Lot in observing the above requirements, or any of them, such default continuing for ten (10) days after the mailing of written notice thereof to the Owner at the address for the Owner shown on the Association's records, the Declarant, the Association, or its assignee or designee, may without liability to the

Owner or occupant, in trespass or otherwise, enter upon said Lot, cut, or cause to be removed, such grass, weeds, garbage, trash and rubbish, or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant, as the case may be, for said services, and the Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the Owner, a vendor's lien is herein and hereby retained against the Property in favor of Declarant or their assignee but inferior to purchase money liens or mortgages. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

Section 10. Removal of Dirt and Trees. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut except to provide room for construction of improvements or to remove dead, diseased or unsightly trees.

Section 11. Right of Inspection. During reasonable hours and after reasonable notice, the Association shall have the right to enter upon and inspect the Property or any portion thereof and the exterior portions of improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reasons thereof.

Section 12. New Construction. All buildings or structures on the Property shall be constructed of new or like new materials with the exception of architectural antiques incorporated into the design of the building or structure and approved by the Town Architectural Control Consultant. All buildings and/or structures must be completed within one (1) year of start of construction or such reasonable time thereafter, subject to force majeure. The Contractor shall

furnish trash containers and, at all times, keep the premises and adjacent lots and right-of-way, free from accumulation of dirt, mud, trash and scrap caused by construction by enclosing the construction site with a temporary construction fence. Construction activities shall not take place after six o'clock in the evening (6:00 pm), nor before eight o'clock in the morning (8:00 am) on weekdays and Saturdays. There shall be no construction activities on Sundays and/or Federal Holidays. Domestic animals are not allowed on construction sites.

Section 13. Rental of Dwellings. Dwellings may be rented, subject only to rules and regulations established by the Homeowners Association. Rental of such dwellings will only be allowed if managed by the owner or a professional rental agency.

ARTICLE XII.

General Provisions

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from and after the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Owners. Any amendment must be recorded to be effective.

Section 4. Amendments by Declarant. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidence by the Declaration, and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 5. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any member or members will not become burdensome to nor constitute harassment of the Association. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE XIII.

Reservation of Minerals

There is hereby excepted from the land encompassed by the boundaries of this Subdivision, and Declarant will hereafter except from all its sales and conveyances of said land, or any part thereof, including the Common Property, all oil, gas and other minerals, provided that Declarant hereby retains and reserves and by each conveyance will retain and reserve the right to pool the land with other lands; however, Declarant hereby waives the right to use the surface of the Property, or any part thereof, for development of oil, gas and other minerals. Such exceptions and such retained rights and reservations shall inure to the benefit of Declarant and their heirs,

executors, administrators, successors, and assigns and this waiver of surface rights by Declarant shall be effective even if Declarant fails to so state in any instrument or deed conveying an interest in the Property.

IN WITNESS WHEREOF, the undersigned, being the Declarant and the Lienholder, has hereunto set his hand this 30th day of MAY, 2017.

230 East Beach, Ltd. (Declarant)

Frank G. Schaefer

**By: Frank G. Schaefer
Title: Managing Member, Preserve at
Grand Beach, LLC, General Partner of
230 East Beach, Ltd. Declarant**

Lender

N/A

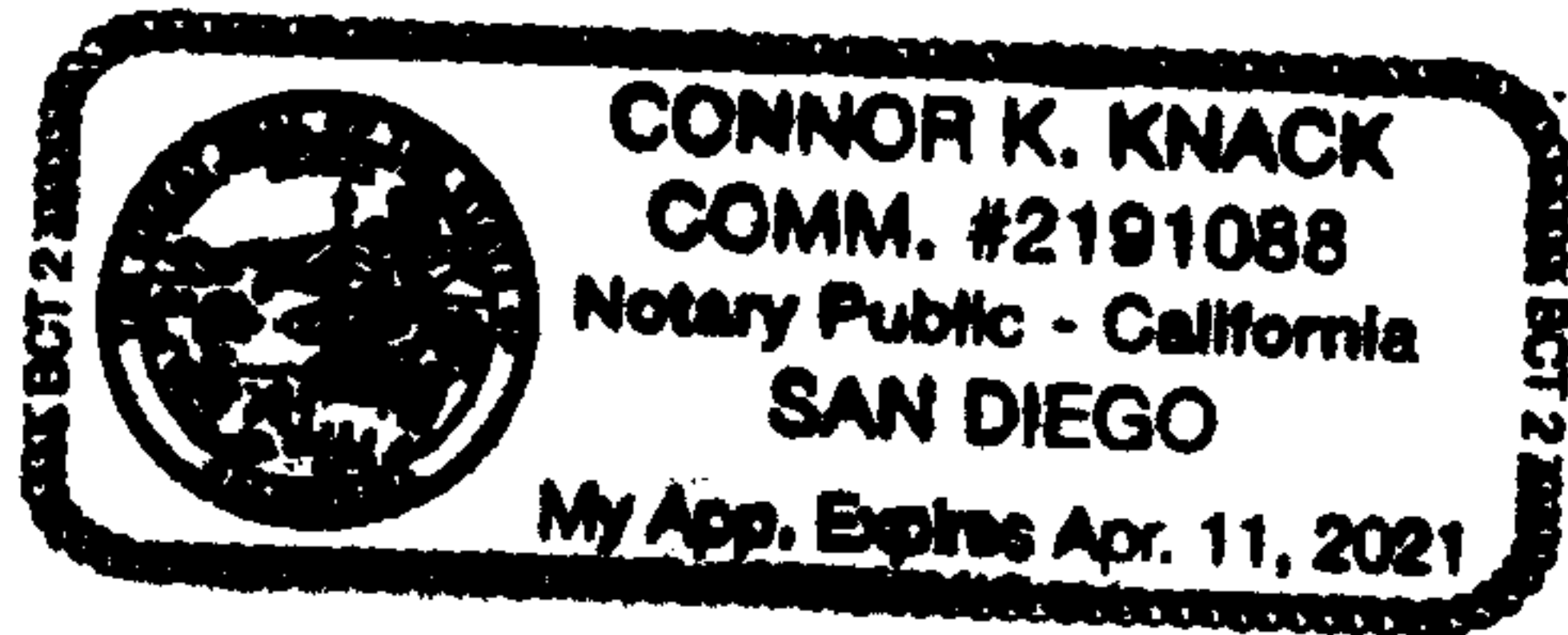
By: _____

Title: _____

~~THE STATE OF TEXAS~~ §
California §
~~COUNTY OF GALVESTON~~ §
San Diego

Before me, the undersigned authority, on this day personally appeared Frank G. Schaefer, Managing Member, Preserve at Grand Beach, LLC, General Partner, 230 East Beach, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of May, 2017.



CK
Notary Public in and for the State of ~~Texas~~
California

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on this the _____ day of _____, 2017, by _____, authorized representative of Moody National Bank.

Notary Public in and for the State of Texas

**RESOLUTION REGARDING
ADOPTION OF STATUTORY POLICIES
THE PRESERVE AT GRAND BEACH PROPERTY OWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION**

WHEREAS, the By-Laws governing THE PRESERVE AT GRAND BEACH PROPERTY OWNERS ASSOCIATION, INC. ("the Association"), as well as the pertinent provisions of the Texas Property Code, and the Texas Non-Profit Corporation Act (Business Organizations Code), authorize the Association, acting through its Board of Directors, to exercise all powers reasonable and necessary for the governance and operation of the Association;

WHEREAS, the Texas State Legislature has enacted certain statutes applicable to community associations throughout the State of Texas, including a requirement that certain policies and procedures be adopted by each such organization, and that such policies be recorded in the office of the County Clerk as a dedicatory instrument, in accordance with Section 202.006 of the Texas Property Code; and,

WHEREAS, the Board of Directors desire to adopt those policies and procedures as specified below, and which shall be attached hereto and recorded in the office of the County Clerk, in accordance with current legislation, which shall in all respects encumber the properties within The Preserve at Grand Beach development.

NOW, THEREFORE, BE IT RESOLVED that the following policies are hereby adopted in accordance with the requirements of Chapter 209 of the Texas Property Code:

- Collection and Payment Plan Policy
- Document Retention Policy
- Document Production and Copying Policy

This Resolution Regarding Adoption of Policies is hereby adopted on behalf of the Association, and in accordance with the mandate of Chapter 209 of the Texas Property Code, and shall become fully effective as of the date it is recorded in the office of the Galveston County Clerk.

Adopted on this 30th day of May, 2017.

THE PRESERVE AT GRAND BEACH PROPERTY OWNERS ASSOCIATION, INC.

X

Signature

Print Name

President

Position

Signature

Print Name

Position

Signature

Signature

Print Name

Print Name

Position

Position

Frank G. Schaefer

Signature

Signature

FRANK G. SCHAEFER

Print Name

Print Name

PRESIDENT

Position

Position

STATE OF ~~TEXAS~~ California

COUNTY OF ~~GALVESTON~~

San Diego

Before me, the undersigned authority, on this day personally appeared Frank G Schaefer,
President (position) of THE PRESERVE AT GRAND BEACH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit 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 entity for the purpose and consideration therein expressed, and in the capacity therein stated.

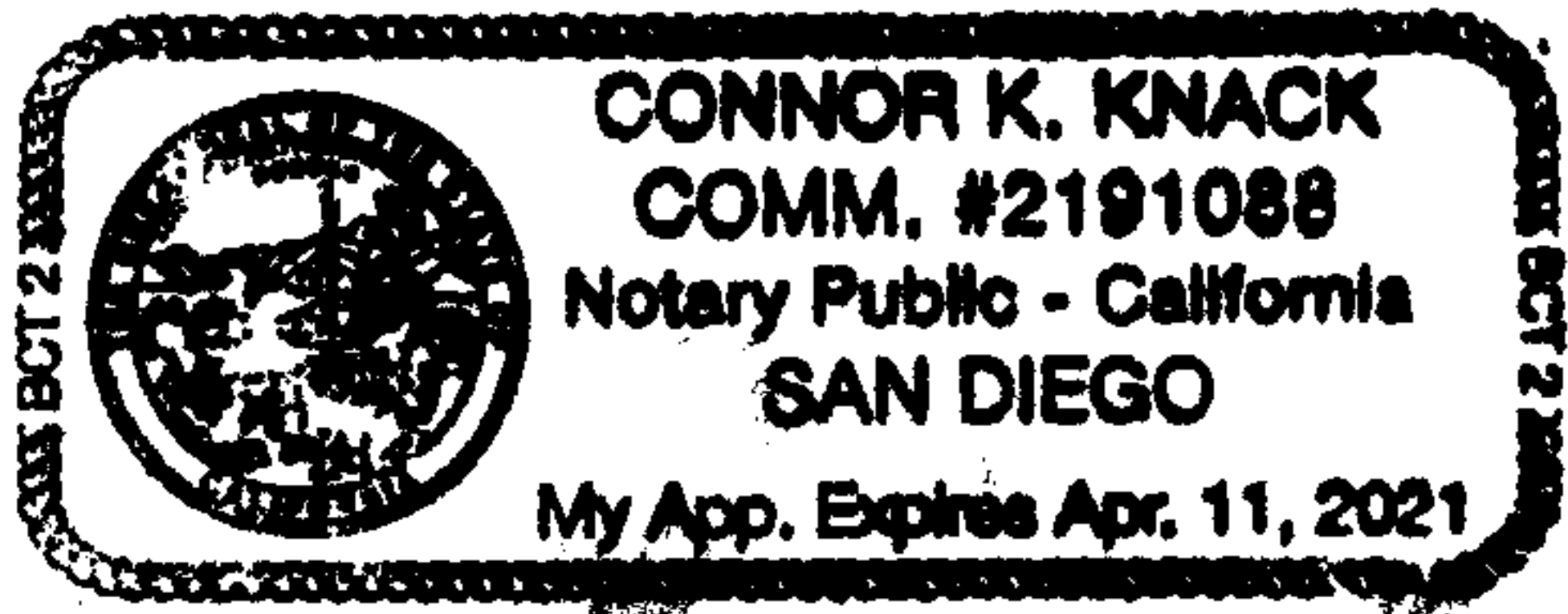
Given under my hand and seal of office this 30th day of May, 2017.

CK

Notary Public, State of ~~Texas~~ California

CONNOR K Knack

Printed Name



**THE PRESERVE AT GRAND BEACH PROPERTY OWNERS ASSOCIATION, INC.
COLLECTION and PAYMENT PLAN POLICY**

Purpose:

The Board of Directors recognizes the importance of collecting the annual maintenance fees and related charges which promote the health, recreation and welfare of the members and their properties, as well as subdivision common areas, amenities, and associated facilities. The purpose of this policy is to ensure that Association dues and related charges are collected in a timely manner.

Policy:

The Board of Directors will establish association dues each year. An assessment shall be levied during the month of January of each successive calendar year, and an invoice or similar statement of charges shall be mailed to each Member in October, November or early December stating the amount due. It is the responsibility of each respective member / property owner to notify the Board if an assessment invoice is not received by the Member by December 31st.

The assessments for each calendar year shall be due and payable to the Association in advance, in quarter-annual installments, on the 1st day of February, May, August, and November of each year.

A 30-day grace period is automatically granted to all Members. During this grace period, late fees and interest shall not accrue against an account, unless a delinquency exists from a previous year. An assessment or any portion thereof that is delinquent shall incur interest at the maximum legal annual rate of interest starting immediately after the termination of the grace period. All delinquent accounts may be assessed a late charge of a reasonable amount for each and every month that any portion of the balance remains unpaid. If a late charge penalty is (or has been) adopted by the Board of Directors, such late charges shall be charged to delinquent accounts on the same day of each successive calendar month, which day shall be determined by the Board.

The Board may send one or more letters (following the grace period) notifying the member / property owner of the delinquency, in accordance with Board instructions. The final letter shall be sent via certified mail, return receipt requested, and a copy sent by regular mail. Such final letter shall include the language required by Chapter 209 of the Texas Property Code, whereby the owner shall be notified of the owner's right to appear before the Board of Directors, and shall be notified of the fact that additional fees and costs will likely be added to an account which is eventually referred to an attorney for collection. The owner shall be responsible for all postage and other costs associated with the delinquent notice(s) that are sent. Payments which are more than 30 days late are considered delinquent, and thereby subject to collection efforts by *management and/or attorney*.

The Association shall permit delinquent homeowners to pay all amounts, delinquent or otherwise, owing to the Association by way of a monthly payment plan. A reasonable fee shall be assessed to the owner's account for preparation of the payment plan, along with a monthly administrative fee of a reasonable amount, for each payment received and processed. For the duration of the payment plan, interest will continue to accrue against the delinquent assessments appearing on the account, however, late fees and/or collection costs will be waived during the duration of the payment plan, so long as timely installment payments are made. The minimum term of a payment plan shall be three (3) months, and the maximum term shall be determined by the Board of Directors on a case-by-case basis. Should a homeowner fail to honor the terms of a payment plan, the Association is not required to offer such homeowner any additional payment plan, for a period of two (2) years, from and after the date of such owner's default under the original plan. The Association is also not required to allow any owner to enter into a payment plan more than once in any 12-month period.

Members / property owners who have not paid their annual assessments in a timely manner shall be referred to the Association's attorney for appropriate collection efforts. The owner shall be responsible for all legal fees associated with delinquent assessments, as well as any other outstanding balance. In the event that dues and related charges remain delinquent after the attorney's demand letter, the attorney shall be authorized to bring such legal action as is appropriate in a Court of competent jurisdiction, seeking judgment against the property owners, as well as such other relief at law and/or in equity as is deemed necessary and appropriate. Formal legal action shall be brought against those owners and/or properties sustaining a delinquent balance and/or which accounts reflect assessments and related charges which are overdue, after a vote of the Board of Directors to proceed with such legal action, which vote shall be conducted at a regular or special meeting of the Board, after proper notice to owners in accordance with the Texas Property Code, and the results of such vote shall be reflected in the minutes of the meeting.

Priority of Payments

Payments shall be applied in the following order:

1. Any delinquent assessment;
2. Any current assessment;
3. Any attorney's fees or 3rd party collection costs incurred by the Association related to efforts to collect assessments or any other charge that could provide basis for foreclosure;
4. Any attorney's fees not subject to (3);
5. Any fines assessed by the Association; and
6. Any other amount owed to the Association.

Exception, if an Owner is in default on a payment plan, the Association is not required to apply any payment in the above specified order of priority.

Adopted by Resolution of the Board of Directors on this 30TH day of MAY, 2017.

x Frank G. Schaefer
Signature
Position President
The Preserve at Grand Beach
Property Owners Association, Inc.

STATE OF ~~TEXAS~~ California §

COUNTY OF ~~GALVESTON~~ §

San Diego

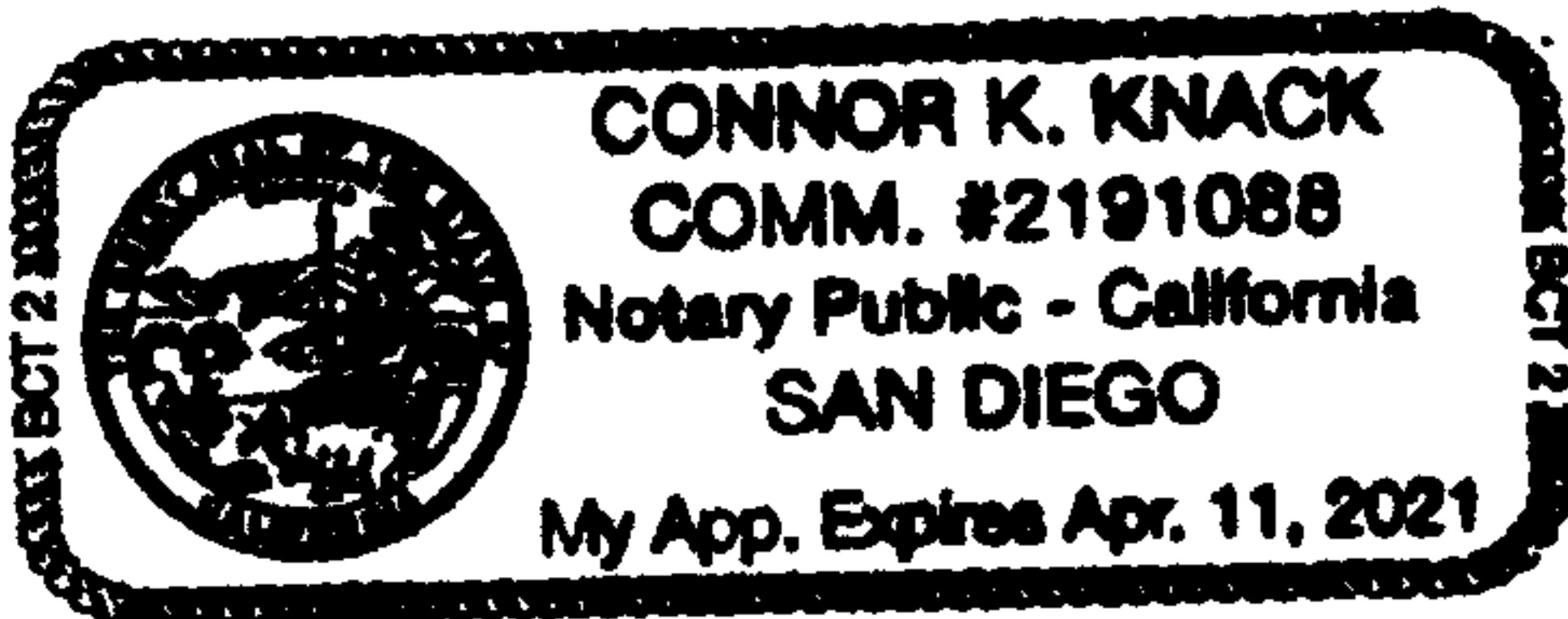
Before me, the undersigned authority, on this day personally appeared Frank G Schaefer,
President (position) of The Preserve at Grand Beach Property Owners Association, Inc., a
Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the
foregoing instrument and acknowledged to me that he/~~she~~ had executed the same as the act of said entity for
the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of May, 2017.



Notary Public, State of ~~Texas~~ California

Connor K Knack
Printed Name



**THE PRESERVE AT GRAND BEACH PROPERTY OWNERS ASSOCIATION, INC.
DOCUMENT RETENTION POLICY**

This document sets forth The Preserve at Grand Beach Property Owners Association, Inc.'s general policy regarding the retention of all documents created, produced and/or utilized by the Association.

The Association shall follow the document retention policy described below:

1. Permanently Retained Documents.

- a. Certificate of Formation / Articles of Incorporation, and all amendments thereto;
- b. Bylaws of the Association, and all amendments thereto;
- c. Declaration of Covenants, Conditions and Restrictions for all Sections of the subdivisions governed by The Preserve at Grand Beach Property Owners Association, Inc., and all amendments, supplements, annexation agreements and other documents related thereto.
- d. Minutes of the meetings of the owners;
- e. Minutes of the meetings of the board.

2. Documents Retained for Not Less than Seven (7) Years.

- a. Financial books;
- b. Financial records;
- c. Tax returns;
- d. Audit records.

3. Documents Retained for Not Less than Five (5) Years

- a. Account records of all current owners.

4. Documents Retained for Not Less than Four (4) Years

- a. All contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term. All records of decisions reached by the Board of Directors and/or Architectural Committee regarding applications, variances, waivers and/or related matters associated with individual properties.

Adopted by Resolution of the Board of Directors on MAY 30, 2017.

x Frank G. Schaefer

Signature
Position President

The Preserve at Grand Beach
Property Owners Association, Inc.

STATE OF ~~TEXAS~~ California §

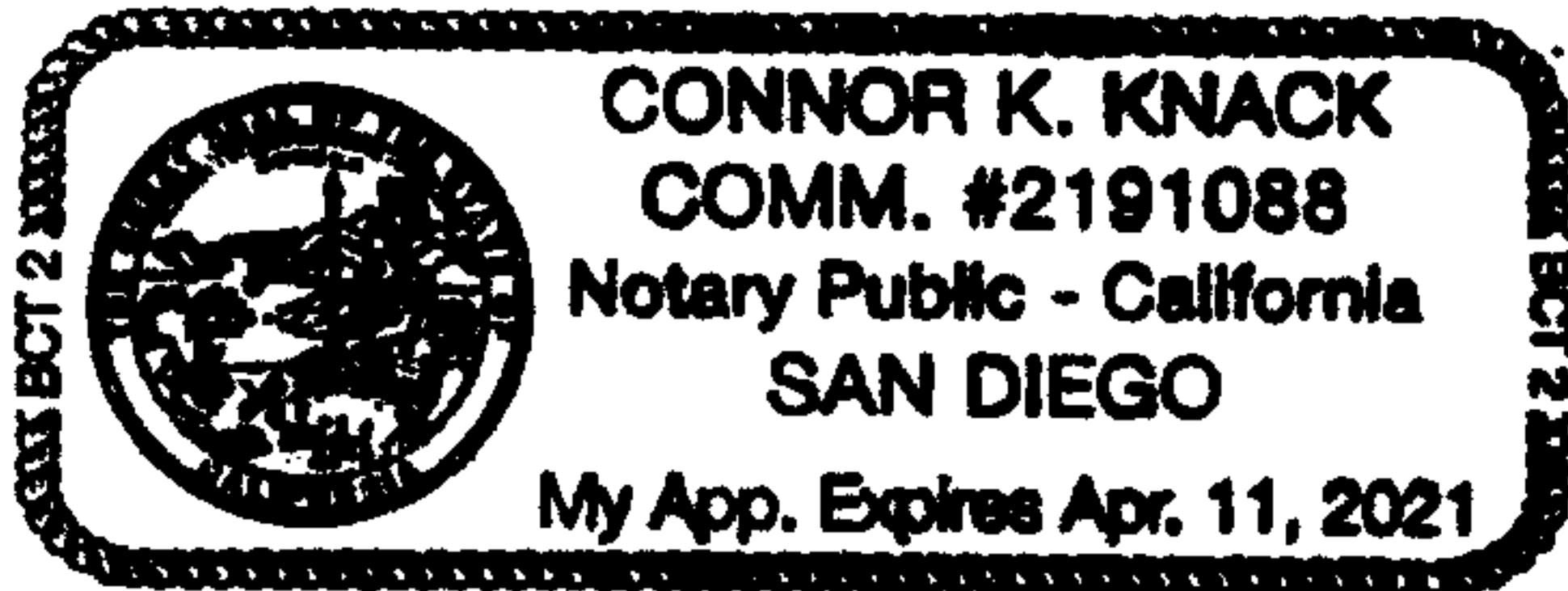
COUNTY OF ~~GALVESTON~~ San Diego §

Before me, the undersigned authority, on this day personally appeared Frank G Schaefer,
President (position) of The Preserve at Grand Beach Property Owners Association, Inc., a
Texas non-profit 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 entity for
the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of May, 2017.


Notary Public, State of ~~Texas~~ California

Connor K Knack
Printed Name



**THE PRESERVE AT GRAND BEACH PROPERTY OWNERS ASSOCIATION, INC.
DOCUMENT PRODUCTION AND COPYING POLICY**

This document sets forth The Preserve at Grand Beach Property Owners Association, Inc.'s general policy regarding the production of association records pursuant to the Association's By-Laws, the Restated and Amended Declaration of Restrictions encumbering all properties governed by The Preserve at Grand Beach Property Owners Association, Inc., as well as applicable State and Federal laws.

1. **Records in General**. The Association shall make the books and records of the association, including financial records, open to and available for examination by an owner, or a person designated in a writing signed by the owner as the owner's agent, attorney or certified public accountant, in accordance with Section 209.005 of the Texas Property Code.
2. **Attorney's Records Exception**. Attorney's files and records relating to the Association, excluding invoices requested by an owner under TPC Section 209.008(d), are not records of the Association and are not subject to inspection by the owner.
3. **Parties Entitled to Request Records**. An owner, or a person designated in a writing signed by the owner as the owner's agent, attorney or certified public accountant, in accordance with Section 209.005 of the Texas Property Code. To ensure a writing designating an owner's agent is authentic, the owner must include a copy of his/her photo ID or have the designation notarized.
4. **Request for Records**. A party described in Section 3 above must submit a written request for access to, or information contained within, the Association records, by certified mail, with sufficient detail describing the Association's books and records requested, to the Association's Board of Directors, at c/o Rapp Management Co., 1703 Broadway St., Galveston, Texas 77550, or at such other address as the Association may designate in writing and/or on a website kept and maintained by the Association. The person requesting the records must state in the request whether they are requesting to inspect the books and records prior to obtaining copies, or if they are requesting to have the Association forward copies of the requested books and records. If requesting to have the Association forward copies of the requested records and books the letter must indicate the format requested and method of delivery requested.
 - a. Upon receipt of a proper request, the Association shall, on or before the 10th business day, after the date the Association receives the request, send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association; or
 - b. If copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the association, produce the requested books and records for the requesting party on or before the 10th business day after the date the Association receives the request, and any required advance payment has been received.
5. **Format**. The Association may produce the requested books and records in hard copy, electronic, or other format reasonably available to the association.
6. **Method of Delivery**. Email, certified mail, facsimile or pick-up.
7. **Delay in Delivery**. If the Association is unable to produce, or make available for review, the requested books and records on or before the 10th business day after receipt of a request, the Association will provide in writing to the requestor notice of its inability to produce the requested books and records within the proscribed period of time, and the date by which the books and records will be available, to be no later than the 15th business day after the date of notice given by the association.

8. All costs related to a Request for Production will be passed on to the Owner making the request, and must be paid at the time of production.

9. **Records Not Available for Inspection.**

- a. the financial records associated with an individual owner; and
- b. deed restriction violation details for an individual owner; and
- c. personal information, including contact information other than an address for an individual owner; and
- d. attorney files and records in the possession of the attorney; and
- e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

10. **Costs for Production Request.**

Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy. The Association may charge an owner for the compilation, production or reproduction of books and records requested by the owner or the owner's representative, which cost may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rate(s) provided for in Section 70.3 of the Texas Administrative Code, as such section of the Code currently exists or as it may hereafter be amended.

11. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
12. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
13. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

14. **Fees and Charges:**

- a. **Compilation/Production Fee:** \$15.00 per hour, to be no less than \$30.00 charge for each examination request; production or inspection.

- b. **Copies:** The following charges shall apply unless otherwise dictated by the state Attorney General or the Texas Administrative Code:
- i. black and white 8½"x11" single sided copies ... \$0.10 each
 - ii. black and white 8½"x11" double sided copies ... \$0.20 each
 - iii. color 8½"x11" single sided copies ... \$0.50 each
 - iv. color 8½"x11" double sided copies ... \$1.00 each
 - v. PDF images of documents ... \$0.10 per page
- c. **Compact Disk** ... \$1.00 each
- d. **Mailing supplies** ... \$1.00 per mailing
- e. **Postage:** cost
- f. **Other supplies:** cost
- g. **Third party fees:** cost

Adopted by Resolution of the Board of Directors this 30TH day of MAY, 2017.

X Frank G. Schaefer
 Signature
 Position President
 The Preserve at Grand Beach
 Property Owners Association, Inc.

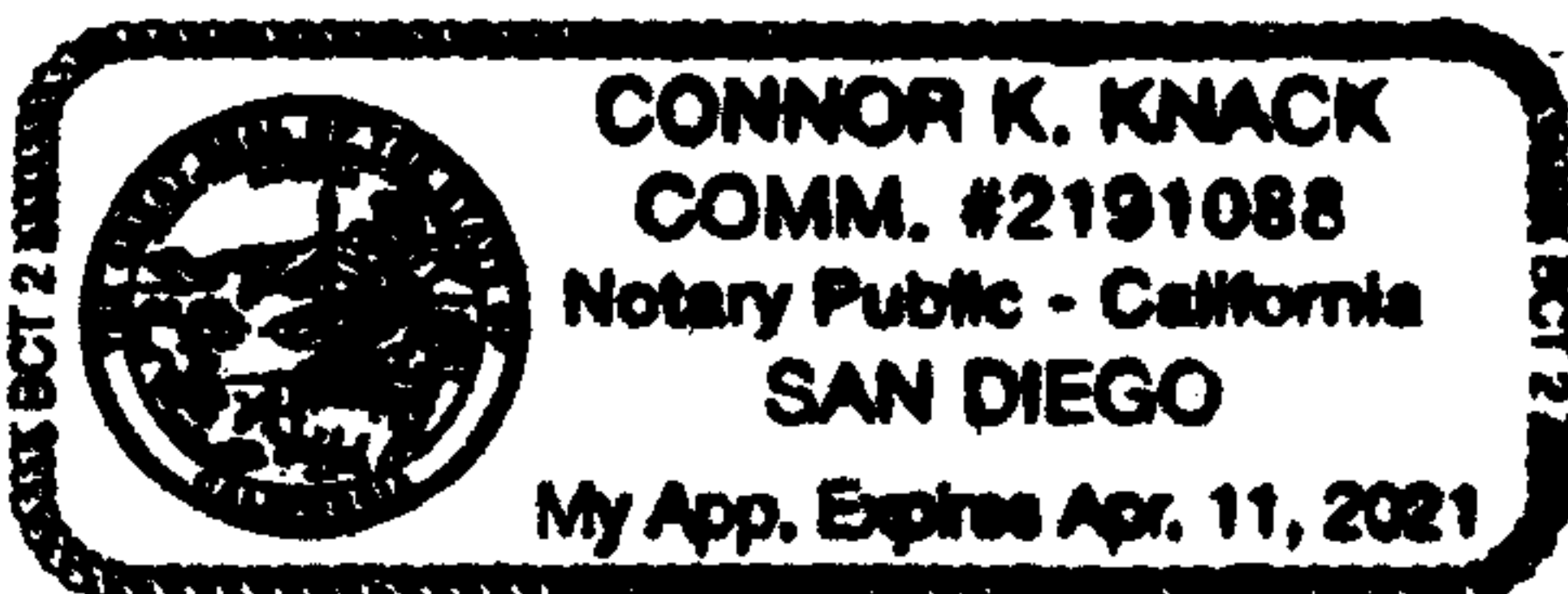
STATE OF ~~TEXAS~~ California §
 COUNTY OF ~~GALVESTON~~ San Diego §

Before me, the undersigned authority, on this day personally appeared Frank G Schaefer,
President (position) of The Preserve at Grand Beach Property Owners Association, Inc., a
 Texas non-profit 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 entity for
 the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of May, 2017.

CK
 Notary Public, State of ~~Texas~~ California

Connor K Knack
 Printed Name



FILED AND RECORDED

Instrument Number: 2017033707

Recording Fee: 206.00

Number Of Pages: 47

Filing and Recording Date: 06/02/2017 3:43PM

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



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

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

**THE PRESERVE AT GRAND BEACH PROPERTY OWNERS
ASSOCIATION, INC.**

BYLAWS

**ARTICLE I
OFFICES**

SECTION 1. Offices. The Association may have offices at such places as the Board of Directors of the Association (referred to herein as the "Board of Directors" or the "Board") may from time to time designate or as the property, affairs or business of the Association may require or make advisable.

**ARTICLE II
DEFINITIONS**

SECTION 1. Association and Corporation, as used herein, shall be interchangeable, and shall mean and refer to The Preserve at Grand Beach Property Owners Association, Inc., a Texas Non-Profit Corporation, its successors and assigns.

SECTION 2. Subdivision Plat shall mean and refer to the map or plat of the Property, recorded in Plat Record 2013A, Map Number 90, and Galveston County Clerk's File Number 2013070073, of Galveston County, Texas

SECTION 3. Lot and/or Lots shall mean and refer to the Lots shown upon the Subdivision Plat (with the exception of the Common Properties), and shall also mean and refer to any privately-owned plot of ground or tract of land within the Preserve at Grand Beach subdivision with the exception of the Common Property.

SECTION 4. Common Property shall mean and refer to those areas of land within the Property as are now shown and identified on the Subdivision Plat as a park, greenbelt, public dune walkovers, open space (beach and beach access), landscape reserves and subdivision

entrances and other subdivision amenities not shown or identified on the Subdivision plat such as a swimming pool, playground equipment, and other common elements which may be constructed, which are to be maintained and regulated by the Association, 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 the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of grants or dedications by Declarant or Declarant's successors in title. References herein to "the Common Properties in the Subdivision" shall mean and refer to Common Properties as defined respectively in this Amended and Restated Declaration and all Supplemental Declarations.

SECTION 5. Declaration shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions applicable to the subdivision and recorded in the Office of the County Clerk of Galveston County, Texas, as well as all supplements and/or amendments thereto, and any additional property that may be brought within the jurisdiction of this Association by the imposition on such additional properties of one or more supplemental declarations of covenants, conditions, and restrictions covering such properties.

SECTION 6. Member shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration or any such other property which may hereafter be annexed within the jurisdiction of the Association.

SECTION 7. Owner shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those who have such interest merely as security for the performance of an obligation. For purposes of membership in the Association, each lot shall only

have one Owner, and if multiple parties own a Lot they shall designate the "Owner" for purposes hereof.

SECTION 8. Declarant shall have the same meaning as within the Declaration and shall mean and refer to 230 East Beach, LTD., its successors, and assigns

ARTICLE III MEMBERSHIP

The Association shall have two (2) classes of Members. These classes are defined, as follows:

Class A. Class "A" Members shall be all Owners, with the exception of Declarant and any Builder(s) (as that term is defined below), and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a given Lot, all of such persons shall be Members, and the vote for such Lot shall be exercised as they may determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot owned by Class "A" Members.

Class B. Class "B" Members shall be the Declarant and any Builder(s) (as that term is defined below), which shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership upon the happening of either of the following events, whichever shall first occur:

- (a) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or
- (b) January 1, 2027.

The term "Builder", as used in this Section, shall mean and refer to any person or entity which, in a single purchase, shall acquire directly from the Declarant, at least three (3) lots for the purpose of resale (whether with or without improvements).

**ARTICLE IV
MEETINGS OF MEMBERS**

SECTION 1. Annual Meeting. Unless otherwise provided by the Board, the annual meeting of the members shall be held in the month of October of each year. If a quorum is present, the members shall elect a Board of Directors, and transact any other business that may properly be brought before the meeting. Following such election, the Directors shall, at their first meeting, decide amongst themselves which Directors shall hold which office, including President, Vice President, Secretary, and Treasurer.

SECTION 2. Special Meetings. Unless otherwise provided by law, Special Meetings of the members, for any purpose or purposes, may be called by the President, or by a written request of a majority of the Board of Directors, or by the written request of ten (10) percent of the members of the Association at the time of the request. Such request shall state the purpose or purposes of the proposed meeting. At such a Special Meeting, the members may elect Directors and may transact only such other business as specified within the notification to the members, with the same force and effect as at an annual meeting duly called and held.

SECTION 3. Notice of Meetings. Unless otherwise provided by law, including but not limited to the express provisions of the Texas Property Code, a written or printed notice of each meeting of the members shall be provided to the members not less than ten (10) nor more than sixty (60) days before the date of such meeting, which notification shall be sent to each member of record entitled to vote thereat, personally or by mail, or by notice delivered into the member's mailbox at the address as it appears on the records of the Association, therein stating the place, date and hour of the meeting. Each member has a duty to notify the Association of any change

in his/her mailing address. Other methods of notification, as provided within the Texas Property Code, may be utilized by the Association.

SECTION 4. List of Members. At least five (5) days before each meeting of the members, the Secretary or designated management company or managing agent shall prepare, or cause to be prepared, a complete list of the members entitled to vote at said meeting as set forth in these Bylaws. Such list shall be subject to examination by any member, for any purpose germane to the meeting. Such list shall also be produced and kept at the time and place of the meeting and shall be subject to the inspection of any member who may be present. The member list shall serve as prima facie evidence as to the identity of the members entitled to examine the aforesaid list. The member list shall also serve as prima facie evidence of those entitled to inspect the books and records of the Association, and/ or those entitled to vote in person, by proxy, or mail ballot at any meeting of the members. A recorded Deed shall also serve as evidence of ownership for the purposes of voting at any meeting and/or examining the Association's books and records.

SECTION 5. Business to be Transacted; Statement of Purpose. At each meeting of the members, such business may be transacted as may properly be brought before such meeting. Each purpose for which the annual or a special meeting of the members is called shall be stated in the notice of the meeting or waiver of notice thereof.

SECTION 6. Quorum; Adjournment. Unless otherwise provided by law or the Declaration, members holding ten percent (10%) of the votes entitled to be cast and present in person or represented by proxy, shall constitute a quorum at each meeting of the member for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the members, the members present in person or by proxy shall have the power to

adjourn the meeting from time to time until such quorum shall be present or represented by proxy. Unless otherwise provided by law, no notice of any such adjourned meeting shall be required if the time and place thereof are announced at the meeting at which the adjournment is taken. If the required quorum is not forthcoming at such a meeting, the meeting may be adjourned to a new date and/or time, not later than seven (7) days from the date of that adjourned meeting, and the required quorum at such meeting shall be one-half (1/2) of the required quorum at the immediately preceding meeting. This procedure shall be continued until a quorum has been obtained; provided however, that such reduced quorum requirement shall not be applicable at a subsequent meeting held more than sixty (60) days following the originally scheduled meeting.

SECTION 7. Manner of Voting. At each meeting of the members, each member to vote may vote in person, by written ballot, duly signed by the member, or by proxy appointed by an instrument in writing subscribed by such member and bearing a date not more than eleven (11) months prior to such meeting, unless such instrument provides for a longer period. At each meeting of the members, Class A members shall be entitled to one (1) vote for each Lot of which he is the owner on each matter submitted to a vote at a meeting of members, pursuant to Article III of these Bylaws. When more than one person holds such interest in any residence, the vote for such residence shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot or residence. Class B members shall be entitled to three (3) votes for each Lot owned pursuant to Article III of these Bylaws.

Voting for election of Directors, on a proposed modification to a dedicatory instrument, on the proposed removal of a Board member, on a proposed increase in the amount of a regular assessment and/or the proposed adoption of a special assessment, shall be done by written ballot

which must be signed by the member. All other voting may be conducted via voice or show of hands except that, upon determination of the presiding officer or a majority vote of the members present or represented by proxy at such meeting, such voting shall be by written ballot. When voting by ballot, each ballot shall be signed by the member voting and the presiding officer shall appoint three (3) inspectors or tabulators to count the votes, none of whom shall be seeking election to the Board, nor directly related to anyone seeking election to the Board. The presiding officer shall declare to those present at the meeting the results of all voting, and shall, after such declaration, ask if anyone wishes to examine the ballots or otherwise re-count the ballots. After any requested examination and/or recount, he shall order the ballots to be retained in a sealed envelope for a period of 31 days, and thereafter destroyed, unless a demand for recount has been received in compliance with Section 209.0057 of the Texas Property Code. Unless otherwise provided in these Bylaws, the Declaration, the Articles of Incorporation or by law, each election shall be determined by a majority vote of such members who are present and voting at such meeting.

SECTION 8. Election Procedures. Elections shall be presided over by the President and a representative of the designated management agency of the Association, if any, at the time of the election. Presiding over the meeting shall include verifying members' status and proxies; conducting the election; supervising the tabulations and announcing the results. (See Section 8(b).

SECTION 8a. Proxies. Each proxy shall include: a description of the meeting; the date the meeting is to be held; the name of the individual the proxy is assigned to; the member's name; the member's address/address of the property; and the date the member signed the proxy.

SECTION 8b. Tabulations and Retention of Records. The presiding officer shall appoint

three (3) inspectors / tabulators, selected by drawing three (3) names among all eligible volunteering members to count the votes. The inspectors must not be running for office in the election or a relative of any person running for office. Each ballot must be counted by at least two (2) inspectors. Where there is a conflict in the results of the tabulations, the ballots must be counted by a third inspector to resolve the conflict. The presiding officer shall declare the results of all voting.

SECTION 9. Written Consent. Whenever the vote of members at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting and vote of members may be dispensed with if a consent in writing to such corporate action being taken shall be signed by the members entitled to vote, having at least the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted; provided that prompt notice shall be given to all members of the taking of corporate action without a meeting.

SECTION 10. Eligibility. The membership of the Association shall be limited to persons owning a lot or residence within Preserve at Grand Beach subdivision, in Galveston County, Texas, and any additional properties that may be brought within the jurisdiction of this Association. Only members shall participate in the affairs of this Association.

ARTICLE V BOARD OF DIRECTORS

SECTION 1. General Powers. Unless otherwise provided by law, the property, affairs and business of the Association shall be managed under the direction of the Board of Directors and the Board may exercise all the powers of the Association and to conduct all lawful acts and

actions as may be done by the Association, which are not expressly reserved and otherwise required to be exercised or done by the members.

SECTION 2. Number; Qualifications; Term of Office. The number of Directors of the Board shall be an odd number, and not less than three (3). The initial Directors of the Association will be Frank Schaefer, Mickey Giles, and David Hoover. Each initial Director shall serve for a term of two (2) years from date of appointment (which shall be deemed to be January 1, 2016, for the initial Directors, regardless of the actual date of appointment), and thereafter, until his successor is duly elected and qualified. Upon the expiration of the term of the initial Directors, the Members shall elect a Board of Directors as provided for in these Bylaws, the number of which may be increased to five (5). Any vacancy, from whatever cause, occurring in the Board of Directors during the initial two (2) year term shall be filled by appointment made by the remaining Director or Directors. The person appointed by the remaining Director or Directors to fill such vacancy shall serve for the remainder of the initial two (2) year term and until his successor is duly elected and qualified.

The members of the Board of Directors must also be members of the Association, however, this requirement does not apply to the initial Board of Directors. Only members of the Association shall serve on the Board of directors. Directors other than the initial Directors shall be elected to serve for a two (2) year term. Each director, whether elected at an annual meeting of the members or appointed to fill a vacancy, shall continue in office until the next annual meeting of the members held after his election and until his successor shall have been elected and qualified, or until he shall have resigned and his resignation shall have become effective, or until he shall have been removed in the manner hereinafter provided in this document, or until

such time as he shall be deemed ineligible to serve in accordance with Section 209.00591(b) of the Texas Property Code .

SECTION 3. Organization. At each meeting of the Board, the President or in his absence, the Vice President, or in the absence of both, the Secretary, shall preside over the meeting. The Secretary or, in his absence, another Director shall be appointed by the presiding officer to make such records as are necessary, prepare minutes of the meetings, and otherwise perform the duties of secretary of the meeting.

SECTION 4. Resignations. Any director of the Association may resign at any time upon oral or written notice, and such resignation shall be effective upon receipt by any member of the Board. Such resignations shall be reflected in the minutes of the next regular meeting of the Board. The vacancy in the Board cause by such resignation may be filled by the remaining members of the Board, in order that such appointed replacement director may serve out the remaining term of the director who resigned.

SECTION 5. Removal. Any director may be removed from the Board, with or without cause, at any time by a majority vote the members present or represented by proxy or mail ballot at a special meeting of the members called for that purpose. The vacancy in the Board cause by such removal may be filled by the remaining members of the Board, in order that such appointed replacement director may serve out the remaining term of the director so removed. If, at any time, it is determined that a member of the Board has been convicted of a felony or crime involving moral turpitude, such conviction occurring not more than 20 years before the date the Board is presented with the evidence of such conviction, the Board member is immediately ineligible to serve on the Board, and automatically removed therefrom.

SECTION 6. Vacancies. In case any vacancy shall occur in the Board because of death, resignation, disqualification or removal, the Board may, at any regular or special meeting of the Board, by vote of a majority of the Directors present at such meeting, though less than a quorum, appoint a director to fill such vacancy for the unexpired portion of the term.

SECTION 7. Meetings. The Board may hold meetings, regular or special, at such place within Galveston County, Texas as shall be stated in the notice. Regular meetings of the Board shall be held every sixty (60) days, or more often if determined necessary by the Board, and at such intervals as may be established by the Board, from time to time, and may be conducted at such time(s) and place(s) (within Galveston County, Texas) as shall be determined by resolution of the Board. The Board must give notice of upcoming Board meetings (regular or special), including the date, hour, place and general subject of the issues to be brought up in executive sessions. The Board's notice of a meeting must be either: (1) mailed to members at least ten (10) days beforehand; or (2) provided at least seventy-two (72) hours before the meeting by (a) posting a notice in a conspicuous location, either in a Common Property and on the Association's website and (b) by sending an email notice to all members who have registered their email addresses with the Association.

Board meetings (regular and special) must be open to members with some limitations. The Board has the right to adjourn an open board meeting and convene in a closed / executive session for certain issues as follows: contract negotiations; personal matters involving the invasion of an owners' privacy; matters involving any owner's annual maintenance assessment account; matters involving any deed restriction violation or history of violations involving any specific property; confidential attorney communications and/or consultation with counsel; matters that are to remain confidential by request of the affected parties and agreement of the

Board. After executive session, decisions made in executive session must may be summarized orally, in open meeting, in general terms, without breaching any confidentially, including any expenditures approved, and recorded in the minutes of the open meeting. The Board must keep written minutes as record of each regular and special meeting and allow owners access to approved minutes. Any notes, minutes, recordings or other memorialization of items discussed in executive session shall remain confidential, and shall not be subject to inspection by persons not present during executive session.

Special meetings of the Board shall be called with notice on the request of the President, the Vice President or two (2) other directors. With notice, a meeting of the Board may be cancelled on the request of the President, the Vice President or two (2) other directors. Notices may be delivered in person, mailed or placed within a director's mailbox, at each director's address appearing on the records of the Association, or by email. Notification to Board members shall be provided not less than three (3) days before the day upon which the meeting is to be held. Such notices shall state the time and place of the meeting fixed by the President, the Vice President or two (2) directors, as the case may be, and must state the purpose or purposes of the meeting. Any required notice may be waived in writing, signed by the director entitled thereto whether before or after the time stated therein, and attendance at a meeting shall constitute a waiver of notice of such meeting.

SECTION 8. Quorum; Manner of Acting. At any meeting of the Board, a majority of the total number of directors shall constitute a quorum for the transaction of business at such meeting. Common or interested directors may be counted only in determining the presence of a quorum at a meeting of the Board which authorizes any contract or transaction in which one or more of the directors are personally interested, or which may possess a financial interest. The

vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board; provided, however, when permissible by law, and provided there is no conflict of interest or other circumstance adverse to the best interests of the Association, the vote of a majority of the disinterested directors present, even though less than a quorum, may authorize contracts or transactions between the Association and one or more of its directors, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors are trustees, directors, officers or have a financial or other interest therein.

No contract or other transaction between the Association and one or more of its directors, or between the Association and any firm of which one or more of its directors are members or employees, or in which they are otherwise interested, or between the Association and any corporation or association in which one or more of its directors are shareholders, members, directors, officers or employees or in which they are otherwise interested, shall be void or voidable by reason of such directorship in this Association or such interest in such other firm, corporation or association, notwithstanding the presence of such director(s) at the meeting of the Board of Directors of this Association which acts upon or in reference to such contract or transaction, and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed and known to the members, and the membership by vote of a majority shall authorize, approve or ratify such contact or transaction; nor shall any director be liable to account to this Association for any profits realized by or from or through any such transaction or contract of the Association so authorized, ratified or approved by reason of such directorship or interest. Nothing contained herein shall create liability in the events above described or prevent the authorization, ratification or approval of such transactions or contracts in any other manner

permitted by law. This section shall not be construed to invalidate any contact or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

Directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and be heard by all other members, and provided that owners are allowed to listen using any electronic or telephonic communication method used or expected to be used by a board member to participate, and such participation shall constitute presence in person at such meeting.

The Board may meet with prior notice to members by any means of communication, including electronic and telephonic, if each Director may speak and be heard by all other Directors or by unanimous written consent to consider routine and administrative matters. The Board may meet without prior notice to members by any means of communication, including electronic or telephonic, if each director may speak and be heard by all other directors or by unanimous written consent to consider reasonably unforeseen emergencies or urgent situations that require immediate action. Actions taken without prior meeting notice must be summarized orally, including any actual or estimated expenditure approved, and documented in the minutes of the next regular or special Board meeting.

The right of the Board to meet and vote without prior notice to the members does not apply to: fines; damage assessments; initiation of enforcement actions; increases in assessments; levying special assessments; appeals from denials of architectural control approval or suspending rights of any member before the owner/member has an opportunity to appear before the Board.

In the absence of a quorum, a majority of the Directors present may, without notice other than announcement at the meeting, adjourn the meeting from time to time until a quorum be had is present. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all members of the Board consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board. The directors shall act only as a Board, and the individual directors shall have no power to act independently as such.

SECTION 9. Remuneration. No director shall receive compensation for acting in his capacity as such. No director shall receive remuneration for services provided to the Association, whether direct or indirect, without full disclosure and approval by the entire Board.

SECTION 10. Open Meetings. All meetings of the Board of Directors shall be open to the general membership. The Board may, at its discretion, allow "open forum" or similar open discussion amongst persons present, subject to reasonable limitations adopted by the Board from time to time, and in the Board's sole discretion. The making of Motions, the "seconding" of Motions, debate on Motions and voting on Motions shall be conducted only by members of the Board.

ARTICLE VI COMMITTEES

SECTION 1. How Constituted. The Board of Directors may, at the Board's sole and absolute discretion, by resolution adopted by a majority of the Board, establish Committees and appoint the members thereto, establish guidelines and/or regulations which shall govern such Committees, and dissolve such Committees as the Board may deem appropriate.

SECTION 2. Term of Office; Vacancies. Each member of a committee shall serve a one (1) year term, which shall continue until the next annual meeting of the members, or one year

from his initial appointment, whichever period is longer, or his earlier resignation or removal. In case any vacancy shall occur in any committee resulting from any cause whatsoever, such vacancy may be filled by the remaining members of the Committee.

SECTION 3. Meetings. Meetings of a Committee may be held at such times and at such places as shall be determined by the Committee and specified in a notice by the Chairman, Secretary or any other two (2) members of the committee. Notices shall be delivered personally or mailed or delivered into the committee member's mailbox to each member of the committee at his address appearing on the records of the Association or given by telephone at least twenty-four (24) hours before the meeting. Every such notice of a meeting shall state the time and place fixed by the Chairman, Secretary or the other two (2) members of the committee, as the case may be, but need not state the purpose or purposes of the meeting. Any required notice may be waived in writing, signed by the member entitled thereto whether before or after the time stated therein, and attendance at a meeting shall constitute a waiver of notice of such meeting.

SECTION 4. Quorum; Manner of Acting; Procedure. A majority of the members of a Committee shall constitute a quorum for the transaction of business at any meeting thereof. The vote of a majority of the members present at any meeting at which a quorum is present shall be the act of the Committee. In the absence of a quorum, a majority of the Committee members present may, without notice other than announcement at the meeting, adjourn the meeting from time to time until a quorum be obtained. The Committee shall elect from among its members a Chairman who shall act as Chairman of the meetings of the committee. In his absence at meetings of the committee, a member of the committee chosen by the other members thereof present shall act as Chairman of the meeting. A secretary, appointed by the Committee, shall keep a record of each meeting and file a copy of that record with the records of the Association.

Members of a Committee may participate in a meeting of the Committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting. Any action required or permitted to be taken at any meeting of the Committee may be taken without a meeting if all members of the Committee consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Committee. The members shall act only as the Committee, and the individual members shall have no power to act independently as such.

SECTION 5. Removal and Resignation. Any member of a Committee may be removed from the Committee at any time, with or without cause, by a vote of a majority of the Board. Any member of a Committee may resign from the committee at any time upon written notice to the Chairman of the Committee or to the Board of Directors and such resignation shall be effective immediately, unless otherwise agreed, upon receipt by the Chairman of the committee or the Secretary of the Association. Such resignation shall be reflected in the minutes of the next scheduled meeting of the Board.

ARTICLE VII OFFICERS

SECTION 1. Number. The officers of the Association shall be a President, a Secretary, and a Treasurer. In addition, there may be one or more additional or other officers as may be determined or deemed necessary by the Board, at the Board's discretion, elected or appointed in accordance with the provisions of Section 3 of this Article VII. No person may hold more than one office at a time.

SECTION 2. Election; Term of Office; Vacancies. The officers shall consist of members of the Board of Directors. The Board of Directors shall decide amongst themselves who shall serve as President, Vice President, Secretary and Treasurer. Each officer shall continue in office until his successor shall have been duly elected to the Board of Directors and appointed by the Board for his position, or until he shall have resigned and his resignation shall have become effective, or until he shall have been removed from such office by a majority of the Board or removed from the Board altogether.

SECTION 3. Additional or Other Officers. The Board members may elect or otherwise designate additional or other officers, each of whom shall have such powers, authority and duties as may from time to time be determined by the Board.

SECTION 4. Removal; Resignation. Any Officer may be removed, with or without cause, by the other members of the Board, at any meeting thereof. If any officer ceases to be a member of the Association during his term of office, or has been convicted of a felony or crime involving moral turpitude, his office shall be automatically vacated.

SECTION 5. Duties and Authority of the President. The President shall be in general charge of the affairs of the Association in the ordinary course of its business; he shall preside at all meetings of the members and the Board of Directors. He may make, sign, and execute all deeds, conveyances, assignments, bonds, contracts and other obligations and any and all other instruments and papers of any kind or character in the name of the Association after such action has been approved by the Board of Directors. He shall enforce the Articles of Incorporation, the Bylaws and the Declaration and decide all questions of procedure and order for the Association with the advice and counsel of the Secretary and/or other Board members when such advice is

required by him or requested by a member. He shall do and perform such other duties as may from time to time be assigned to him by the Board of Directors, or otherwise described herein.

SECTION 6. The Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and membership meetings in books provided for that purpose. The Secretary, or the designated management agency, shall issue or cause to be issued all notices of annual or special meetings of the members or regular or special meetings of the Board. He shall perform all of the duties incident to the office of Secretary and such other duties as may from time to time be prescribed by the Board, the President or an authorized officer.

SECTION 7. The Treasurer. The Treasurer, acting in conjunction with the designated management agency, if any, shall receive and account for the assessments, dues, and other charges from the members, and otherwise shall receive and account for all other money due the Association. He shall perform all acts incident to the position of Treasurer subject to the control of the Board of Directors, and shall oversee the expenditure of funds by the Association. He shall be responsible for the filing of the Association income tax returns and payment of the franchise tax. He shall be responsible for all duties assigned to him by the President or the Board of Directors.

ARTICLE VIII FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January of each year.

ARTICLE IX ORDER OF PRECEDENCE

With regard to any conflicts which might occur between the Association's governing documents, the order of precedence shall be: (1) the Articles of Incorporation; (2) the Declaration; and (3) these Bylaws of the Association, consistent with State law.

**ARTICLE X
AMENDMENTS**

Unless otherwise expressly provided in these Bylaws, all Bylaws of the Association shall be subject to modification, alteration or repeal, and new Bylaws may be adopted, by a majority vote of the Board of Directors.

These Bylaws are adopted on the earliest date indicated below, to become effective upon the date signed, and shall thereafter be recorded in the office of the County Clerk, Real Property Records of Galveston County, Texas.

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THE PRESERVE AT GRAND BEACH PROPERTY OWNERS ASSOCIATION, INC.

Frank G. Schaefer
Signature

FRANK G. SCHAEFER
Print Name

PRESIDENT
Position

Signature

Print Name

Position

x David Hoover
Signature

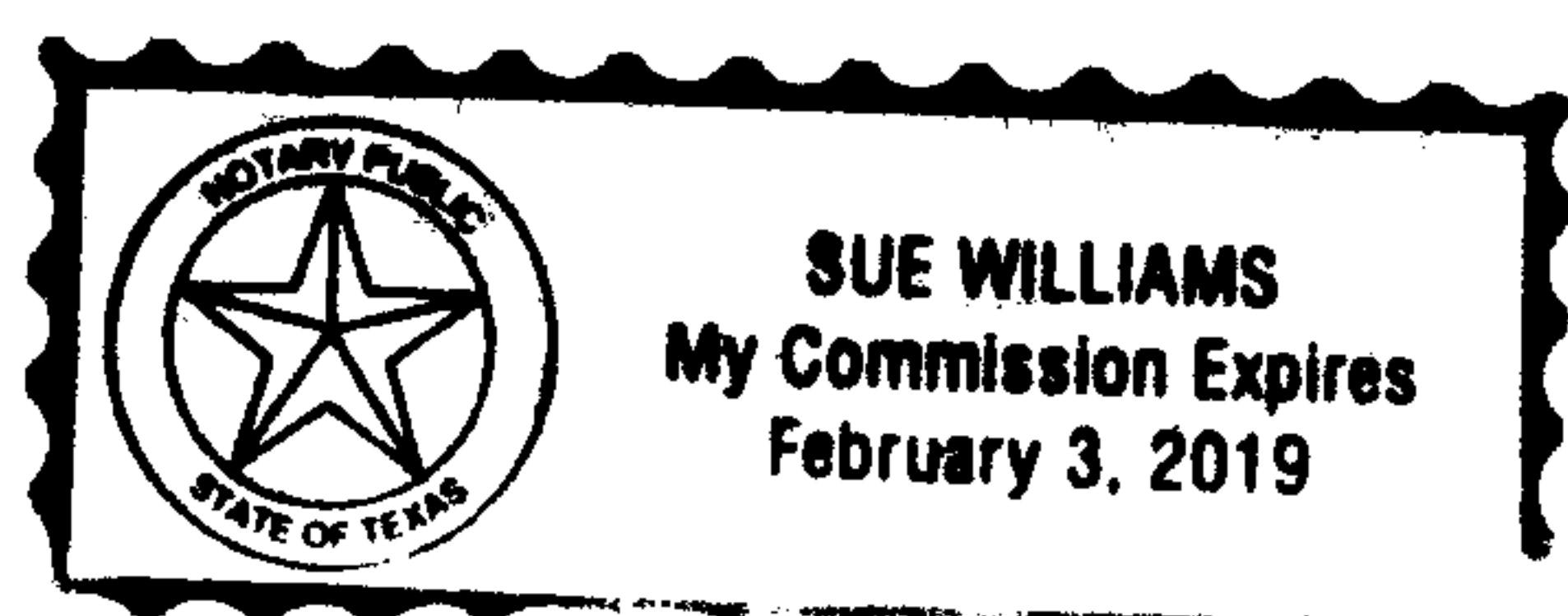
David Hoover
Print Name

Secretary
Position

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared DAVID HOOVER SECRETARY (position) of THE PRESERVE AT GRAND BEACH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit 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 entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 31st day of May, 2017.



Sue Williams
Notary Public, State of Texas

Sue Williams
Printed Name

FILED AND RECORDED

Instrument Number: 2017033708

Recording Fee: 110.00

Number Of Pages: 23

Filing and Recording Date: 06/02/2017 3:43PM

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



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

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

PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE

1. NAME OF SUBDIVISION: THE PRESERVE AT GRAND BEACH
2. NAME AND ADDRESS FOR ASSOCIATION: THE PRESERVE AT GRAND BEACH PROPERTY OWNERS ASSOCIATION, INC.
3. RECORDING DATE FOR SUBDIVISION: January 18, 2016
4. RECORDING DATE FOR ASSOCIATION DECLARATION: May 10, 2016

NAME OF INSTRUMENT: Declaration of Covenants, Bylaws, and Policies and any amendments thereto

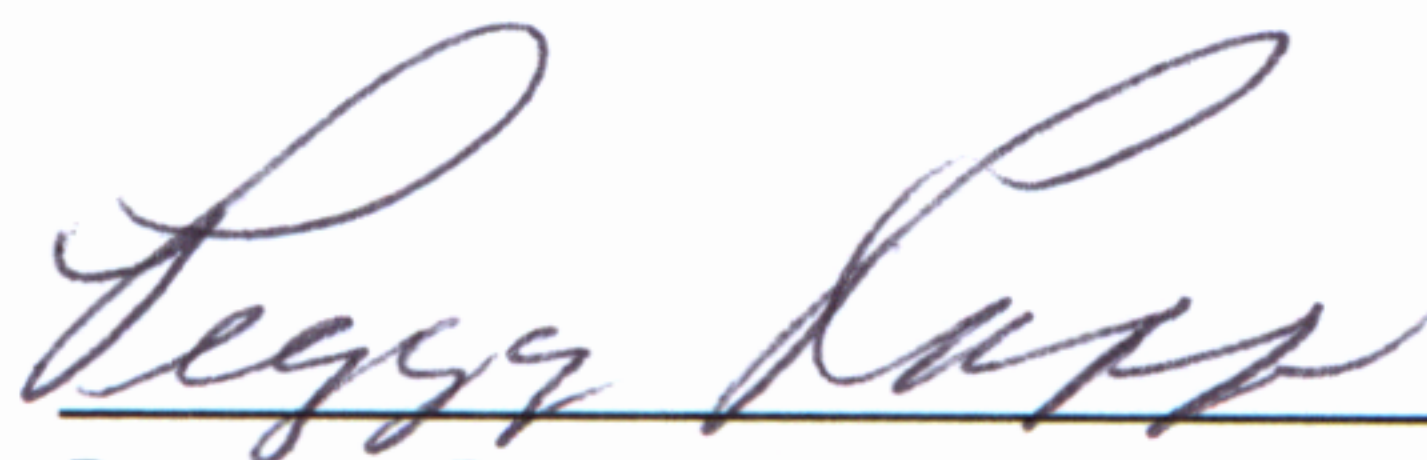
RECORDING INFORMATION: County Clerk's File No. 2016026366 of the Real Property Records of Galveston County, Texas, together with any other filing of record (if any)

5. MAILING ADDRESS OF THE ASSOCIATION, OR NAME AND MAILING ADDRESS OF THE PERSON OR ENTITY MANAGING THE ASSOCIATION:

The Preserve at Grand Beach Property Owners Association, Inc.
c/o Peggy Rapp
1703 Broadway
Galveston, Texas 77550-4910

6. OTHER INFORMATION THE ASSOCIATION CONSIDERS APPROPRIATE: Prospective purchasers are advised to independently examine the Declaration consisting of the Covenants, Conditions and Restrictions for The Preserve at Grand Beach Property Owners Association, Inc., the By-laws, and all other dedicatory instruments of the Association, and any amendments thereto, together with the obtaining of an official Resale Certificate and performing a comprehensive physical inspection of the lot/townhome and common areas, prior to purchase of same.

SIGNED this 31st day of May, 2017.



Peggy Rapp
Association Manager
The Preserve at Grand Beach Property Owners
Association, Inc.

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

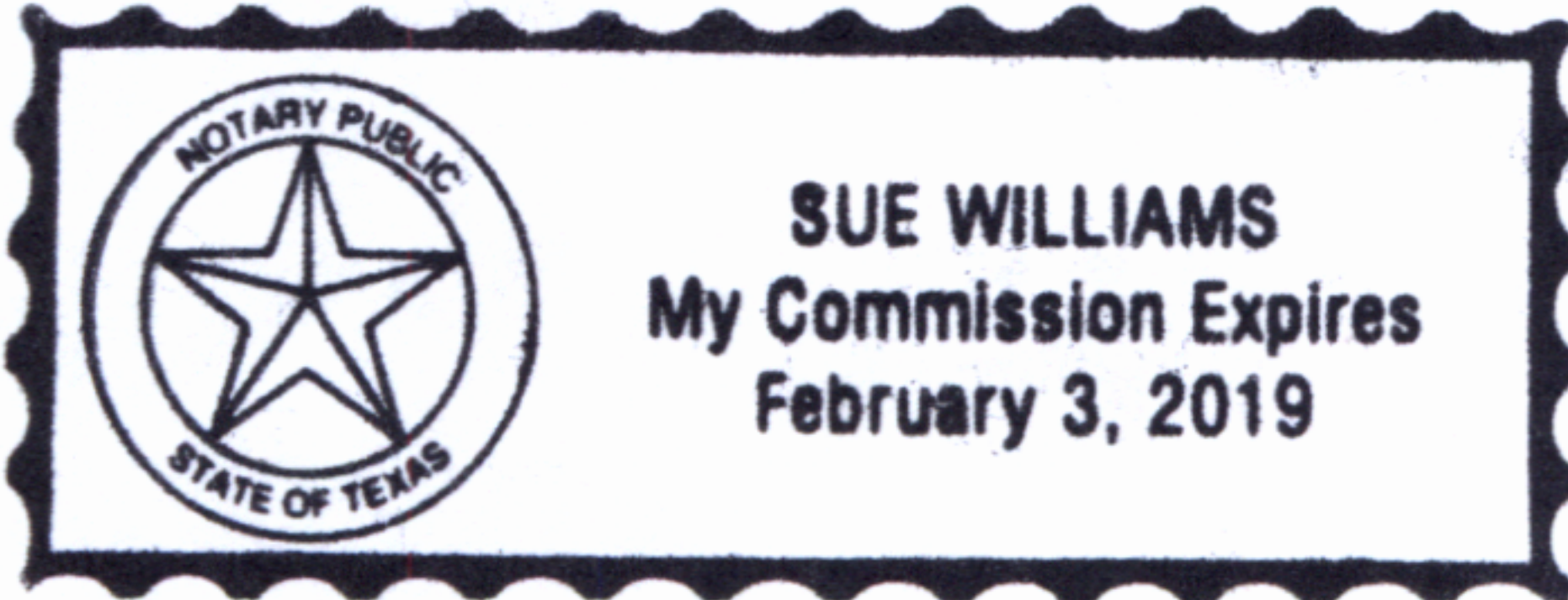
COUNTY OF Jackson

Before me, the undersigned authority, on this day personally appeared Peggy Rapp, the Association Manager for The Preserve at Grand Beach Property Owners Association, Inc. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she has 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 31st day of May, 2017.

Sue Williams

Notary Public, State of Texas



FILED AND RECORDED

Instrument Number: 2017033709

Recording Fee: 30.00

Number Of Pages: 3

Filing and Recording Date: 06/02/2017 3:43PM

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



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

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**FIRST AMENDMENT TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PRESERVE AT GRAND BEACH
A SUBDIVISION IN GALVESTON COUNTY, TEXAS**

**THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §**

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Preserve at Grand Beach a Subdivision in Galveston County, Texas, is made on the date hereinafter set forth, by those parties listed below on the attached Acknowledgement and Consent.

WITNESSETH:

WHEREAS, that certain document entitled DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE AT GRAND BEACH A SUBDIVISION IN GALVESTON COUNTY, TEXAS, which is dated January 18, 2016, and which governs all properties within the Preserve at Grand Beach subdivision, was recorded in the Real Property Records of Galveston County, Texas under Galveston County Clerk's File Number 2016026366 (the "Original Declaration");

WHEREAS, the Original Declaration placed certain restrictions and covenants on all lots located within THE PRESERVE AT GRAND BEACH, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 2013A, Map Number 90, and Galveston County Clerk's File Number 2013070073, of Galveston County, Texas (hereinafter sometimes called the "Subdivision");

WHEREAS, the Original Declaration was amended and superseded by that certain

document entitled AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE AT GRAND BEACH A SUBDIVISION IN GALVESTON COUNTY, TEXAS, which is dated May 30, 2017, and was recorded in the Real Property Records of Galveston County, Texas under Galveston County Clerk's File Number 2017033707 (the "Amended and Restated Declaration");

WHEREAS, the Article VII, Section 2(d) of the Amended and Restated Declaration prohibits the construction of outdoor elevator shafts and outdoor lifts on lots within the Subdivision;

WHEREAS, at the time the Amended and Restated Declaration was recorded, construction of improvements was either complete or substantially complete for the following lots described on Plat Record 2013A, Map Number 90, and Galveston County Clerk's File Number 2013070073, of Galveston County, Texas:

Lot Six (6) in Block Three (3);
Lot Eighteen (18) in Block One (1);
Lot Twenty (20) in Block One (1);
Lot Seven (7) in Block One (1); and
Lot Ten (10) in Block One (1);

WHEREAS, Section 209.0041 of the Texas Property Code provides that the above described Amended and Restated Declaration may be amended by an affirmative vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment;

WHEREAS, the parties listed below on the attached Acknowledgement and Consent are owners of lots within the Subdivision and represent not less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the Amended and Restated Declaration;

WHEREAS, it is the desire of parties listed below on the attached Acknowledgement and Consent to amend the Amended and Restated Declaration by execution and/or adoption of this First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Preserve at Grand Beach a Subdivision in Galveston County, Texas;

NOW, THEREFORE, the undersigned parties, being owners of not less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on an amendment of the Amended and Restated Declaration, whose signatures are attached hereto and incorporated herein by reference for all purposes, hereby adopts the following First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Preserve at Grand Beach a Subdivision in Galveston County, Texas (the "First Amendment"). This First Amendment to the Amended and Restated Declaration shall replace and supersede only those provisions specifically delineated below. All provisions not amended herein are hereby ratified and confirmed in all respects. This instrument is to become effective upon its recordation in the office of the County Clerk, Real Property Records of Galveston County, Texas. All of the terms and provisions hereof shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

AMENDMENT

Article VII, Section 2(d) Amended and Restated Declaration is hereby deleted and replaced with the following:

(d) Elevators: All new construction is required to include either an indoor elevator or indoor elevator shaft as part of its design and construction. No outdoor elevators nor outdoor elevator shafts nor outdoor lifts shall be allowed on new construction.

For Existing Improvements, an outdoor elevator shaft may be constructed. Any elevator shaft that is constructed must be completely enclosed, with the exterior siding on the enclosure being of the same material and color and matching that of exterior siding of the remainder of house constructed on the lot. In no event shall an outdoor lift be allowed. A lot owner desiring to construct an outdoor elevator

pursuant to this section must first submit written plans to the Architectural Control Committee for approval.

The term "Existing Improvements" shall mean and refer to the improvements on the lots described on Plat Record 2013A, Map Number 90, and Galveston County Clerk's File Number 2013070073, of Galveston County, Texas as:

Lot Six (6) in Block Three (3);
Lot Eighteen (18) in Block One (1);
Lot Twenty (20) in Block One (1);
Lot Seven (7) in Block One (1); and
Lot Ten (10) in Block One (1).

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ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Preserve at Grand Beach a Subdivision in Galveston County, Texas, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

230 East Beach, Ltd.

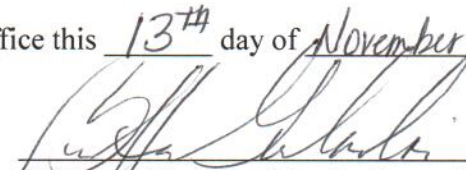


By: Frank G. Schaefer
Title: Managing Member, Preserve at Grand Beach, LLC, General Partner of 230 East Beach, Ltd.

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared Frank G. Schaefer, Managing Member, Preserve at Grand Beach, LLC, General Partner, 230 East Beach, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 13th day of November, 2017.



Notary Public in and for the State of Texas

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Preserve at Grand Beach a Subdivision in Galveston County, Texas, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)


(signature)

Address 13 E. Grand Beach

Printed Name: Okereke
Date: 11-10-2017

PROPERTY OWNER(S)


(signature)

Address 62 Grand Beach Blvd
Galveston, TX 77550

Printed Name: Dustin Thomas
Date: 11-10-17

PROPERTY OWNER(S)


(signature)

Address 66 Grand Beach

Printed Name: Cheryl Cross
Date: 11-10-17

PROPERTY OWNER(S)


(signature)

Address 41 Grand Beach

Printed Name: Linda Martin
Date: 11/11/17

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned acknowledges that he/she/they have reviewed the First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Preserve at Grand Beach a Subdivision in Galveston County, Texas, and that he/she/they fully understand such amendment, and do hereby agree and consent to the adoption, approval and recording of the same, as indicated by the signature(s) below.

PROPERTY OWNER(S)

PROPERTY OWNER(S)

Sam Y. Tarbett
(signature)

[Signature]
(signature)

Address 21 Grand Beach Blvd.

Address 17 Grand Beach Blvd

Printed Name: 21 GB BLVD, LLC
Date: Nov. 11, 2017

Printed Name: Alpha Jallow
Date: 11/11/17

PROPERTY OWNER(S)

PROPERTY OWNER(S)

(signature)

(signature)

Address _____

Address _____

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

FILED AND RECORDED

Instrument Number: 2017069284

Recording Fee: 50.00

Number Of Pages:8

Filing and Recording Date: 11/14/2017 4:04PM

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



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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

**RESOLUTION REGARDING CHANGES TO
THE PRESERVE AT GRAND BEACH ARCHITECTURAL DESIGN REQUIREMENTS**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, The Preserve at Grand Beach Property Owners Association, Inc. ("the Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained within the Declaration of Covenants, Conditions and Restrictions (and all subsequent restatements and amendments thereto) for the Preserve at Grand Beach, encumbering all properties governed by the Association (hereinafter referred to as "the Declaration");

WHEREAS, as Article VII, of the Declaration requires that all construction within the Preserve at Grand Beach be done in compliance with The Preserve at Grand Beach Architectural Design Requirements (hereinafter referred to as the "Pattern Book");

WHEREAS, as the Article VII, Section 3, of the Declaration provides that "Upon the recommendation of the Town Architectural Control Consultant and the approval of a majority of the Board of Directors, the Pattern Book may be amended";

WHEREAS, the Town Architectural Control Consultant has proposed changes to the Pattern Book, which consist of raising the minimum enclosed square footage of new construction houses and reconstructed houses from 1,500 square feet to 2,000 square feet; and,

WHEREAS, the Board believes that the proposed changes are in the best interest of the community, and of the Association.

NOW, THEREFORE, BE IT RESOLVED that the Pattern Book is hereby amended as follows:

The section labeled "Minimum Area" in the Pattern Book currently reads as follows:

Minimum Area: The minimum enclosed (heated and cooled) area shall be 1,500 square feet or as approved by the Town Architect.

Such section is hereby deleted and replaced with the following language:

Minimum Area: The minimum enclosed (heated and cooled) area of all houses to be constructed or to be reconstructed after demolition, shall be 2,000 square feet or as approved by the Town Architect.

AS

IN WITNESS WHEREOF, the undersigned have executed and adopted this Resolution Regarding Changes to The Preserve at Grand Beach Architectural Design Requirements, on the 10th day of APRIL, 2018.

BOARD OF DIRECTORS:

Frank G. Schaefer
Signature
FRANK G. SCHAEFER
Print Name
MEMBER
Position

Alpha Tallow
Signature
Alpha Tallow
Print Name
Treasurer
Position

Dustin Thomas
Signature
Dustin Thomas
Print Name
Member
Position

J. Robert Cooper
Signature
J. Robert Cooper
Print Name
Town Architectural Control Consultant
Position

California
STATE OF TEXAS §
San Diego
COUNTY OF GALVESTON §

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Before me, the undersigned authority, on this day personally appeared Frank G. Schaefer, and _____, Directors of The Preserve at Grand Beach Property Owners Association, Inc., a Texas non-profit corporation, and J. Robert Cooper, as Town Architectural Control Consultant, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacities therein stated.

Given under my hand and seal of office this 10 day of April, 2018.



Cody Guy
Notary Public, State of Texas

Cody Guy
Printed Name

**RESOLUTION REGARDING SHORT-TERM RENTALS
THE PRESERVE AT GRAND BEACH PROPERTY OWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, The Preserve at Grand Beach Property Owners Association, Inc. (“the Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained the respective Declaration of Covenants, Conditions and Restrictions for the Preserve at Grand Beach encumbering all properties governed by the Association (referred to as “the Declaration”);

WHEREAS, as the Article XI, Section 13, of the Declaration provides that “Dwellings may be rented, subject only to rules and regulations established by the Homeowners Association. Rental of such dwellings will only be allowed if managed by the owner or a professional rental agency”;

WHEREAS, it is the desire of the Board of Directors to adopt certain rules and regulations regarding the rental of dwellings;

NOW, THEREFORE, BE IT RESOLVED that the following Resolution Regarding Short-Term Rentals is hereby adopted on behalf of the Association on the date indicated hereon, to become effective upon the recording of this document in the office of the County Clerk of Galveston County, Texas.

SHORT-TERM RENTALS

1. Owners of Lots within The Preserve at Grand Beach subdivision shall be permitted to rent/lease their dwellings to members of the public.
2. There is not imposed any maximum rental/lease period. The minimum rental/lease period shall be 48 hours.
3. Owners shall not be permitted to advertise rental/leasing of their Lots by physical advertisements located within the subdivision. All advertisements shall be made online or by other means that do not involve a physical advertisement within the subdivision.
4. All tenants and/or renters (hereinafter referred to as “Guests”) shall be permitted to use the Common Property as that term is defined within the Declaration.
5. All Guests shall be subject to the terms and provisions of the Declaration, By-Laws, Rules and Regulations, Resolutions, other governing documents, and any and all pertinent revisions, amendments, and/or supplements thereto. Any contract, rental agreement, or lease shall incorporate the terms and provisions of the Declaration and all pertinent revisions, amendments, and/or supplements thereto.

6. A Guest may be removed from the Common Property, or otherwise have his/her rights and privileges to make use of the Common Property revoked for violations of the Declaration, By-Laws, Rules and Regulations, Resolutions, other governing documents.
7. Owners of Lots shall, at all times, be responsible for the conduct of their Guests. In the event of a violation of the Declaration of other governing document by a Guest, the Association shall have the power to enforce said governing document against the Owner and the Owner shall be liable for all violations by his Guests.
8. In the event that a Guest causes damage to Common Property, the respective Owner shall be liable to the Association for the cost of all necessary repairs/replacements or other loss caused by the Guest.
9. The Association shall not be liable in the event that a Guest is injured while using the Common Property or the property of the Owner. By renting his/her Lot, an Owner agrees to indemnify and hold harmless the Association from any loss resulting from, arising out of, or related to the rental/lease including, but not limited to, injury to the Guest and his/her property and the violation of state, federal, and local laws.
10. Owners shall be required to comply with all state, federal, and local laws with respect to rentals/leases and shall be responsible for all applicable taxes.

IN WITNESS WHEREOF, the undersigned have executed and adopted this Resolution Regarding Short-Term Rentals, on the 9th day of September, 2017.

BOARD OF DIRECTORS:

Frank G. Schaefer
 Signature
FRANK G. SCHAEFER
 Print Name
MEMBER
 Position

[Signature]
 Signature
A. MICHAEL GILIA
 Print Name
Member
 Position

[Signature]
 Signature
Dustin Thomas
 Print Name
Member
 Position

STATE OF ~~TEXAS~~ California §

COUNTY OF ~~GALVESTON~~ §

San Diego

Before me, the undersigned authority, on this day personally appeared Frank G Schaefer, President of The Preserve at Grand Beach Property Owners Association, Inc., a Texas non-profit 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 entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9th day of September, 2017.



Notary Public, State of ~~Texas~~ California

Connor K Knack

Printed Name



State of Texas

County of Galveston

Before me, the undersigned authority, on this day personally appeared **Dustin J. Thomas**, Treasurer of The Preserve at Grand Beach Property Owners Association, Inc., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9th day of Sept, 2017.



Sue Williams
Notary Public, State of Texas

State of Texas

County of Galveston

Before me, the undersigned authority, on this day personally appeared **H. Michael Giles**, Secretary of The Preserve at Grand Beach Property Owners Association, Inc., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9th day of Sept, 2017.



Sue Williams
Notary Public, State of Texas

FILED AND RECORDED

Instrument Number: 2017069283

Recording Fee: 38.00

Number Of Pages:5

Filing and Recording Date: 11/14/2017 4:04PM

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



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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