

Mary Louise Garcia Mary Louise Garcia

AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF THE BAY CLUB HOMEOWNERS ASSOCIATION

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Amended Declaration of Restrictive Covenants and Conditions (referred to herein as the "Declaration") is made by The Bay Club Homeowner Association, (the "Association").

RECITALS

WHEREAS, the Association is the property owners' association created to manage or regulate the development more particularly described in: (1) Protective Covenants For the Bay Club, Second Installment, Arlington, Texas, recorded September 10, 1985, in volume 8304 page 990 et seq, Deed Records of Tarrant county, Texas, (2) Second Amended Protective Covenants For Bay Club, Arlington, Texas, recorded March 21, 1991 in volume 10204, page 1509 et seq, Deed Records of Tarrant County, Texas, (3) Adoption Of Restrictive Covenants, recorded September 9, 1991 in volume 10378, page 1973, Deed Records of Tarrant county, Texas, and (4) Adoption of Protective Covenants recorded August 12, 1996 in volume 12469, page 1004, Deed Records of Tarrant County, Texas collectively referred to herein as the "Original Declaration";

WHEREAS, the Association in accordance with the Texas Business Organizations Code adopted Revised By-Laws, effective October 1, 2007 (referred to herein as the "Original Bylaws"), recorded January 9, 2017 under Clerk's Instrument Number D217005433, Real Property Records of Tarrant County, Texas;

WHEREAS, at a Special Meeting of its Directors held July 29, 2017, the "Board" (defined below) voted to adopt its Policies and Guidelines (defined below), recorded August 22, 2017, under Clerk's Instrument Number D217193408, Real Property Records of Tarrant County, Texas;

WHEREAS, the "Owners" (defined below) of the "Lots" (defined below) and "Members" (defined below) of the Association on September 16, 2017, at the Special Meeting of Members of the Association, held in accordance with the Association's Original Bylaws and pursuant to the Texas Business Organizational Code, Members and the Owners of sixty-seven percent (67%) of the Lots, voted to adopt this Declaration, the attached Amended Bylaws (referred to herein as the "Bylaws"), and ratified adopting the Policies and Guidelines.

NOW, in accordance with Chapter 209 of the Texas Property Code, the Association hereby amends the Original Declaration by this Declaration, and amends the Original Bylaws, adopting the attached Bylaws and this Declaration.

It is declared: (a) that all of the "Property" (defined below) is and will be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Property, and

which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to each Lot or any part of it, their heirs, successors, and assigns, and shall inure to the benefit of each Owner, and (b) that each deed executed with regard to any of the Lots or any portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to this Declaration, Amended Bylaws, and other "**Dedicatory Instruments**" (defined below) of the Association, regardless of whether they are set forth or referred to in such deed.

ARTICLE 1 DEFINITIONS

Unless the context specifies or requires otherwise, the following words and phrases when used in this Declaration have the following meanings:

1.01. "**ACC**" means the Architectural Committee, created to review and approve plans for construction of new Improvements, and alteration of existing Improvements on the Property.

1.02. "**ACC Rules**" means the rules and regulations adopted by the Architectural Committee, as amended from time to time.

1.03. "**Assessment**" or "**Assessments**" means the annual and special assessment(s) levied by the Association under the terms and provisions of this Declaration.

1.04. "**Association**" means and refers to the Bay Club Homeowners Association, a Texas nonprofit corporation.

1.05. "**Association Rules**" means the rules and regulations adopted by the Board, as amended from time to time, in accordance with the "Bylaws" (as defined below).

1.06. "**Board**" means the Board of Directors of the Association.

1.07. "**Bylaws**" means the Amended Bylaws of the Association, a copy being attached hereto, which may be further amended from time to time as provided therein.

1.08. "**Certificate of Formation**" means the Articles of Incorporation of the Association filed in the office of the Secretary of State of the State of Texas on November 12, 1984, the Articles of Amendment of the Association's Articles of Incorporation filed in the office of the Secretary of State of Texas December 27, 1985, and as may be further amended from time to time.

1.09. "**City**" means the City of Arlington, Texas.

1.10. "**Common Areas**" and "**Common Area and Facilities**" mean the streets, entrance/exit gates, lighting, guardhouse, exterior walls, boat docks, clubhouse, tennis courts and all other Improvements located within the Subdivision and designed for the common use and benefit of the Owners and their guests.

1.11. "**Declarant**" means the Association, acting by and through the Board.

1.12. **"Declaration"** means this instrument, and all subsequent amendments hereto made in accordance with this instrument.

1.13. **"Dedictory Instrument"** and **"Dedictory Instruments"** mean each document governing the establishment and operation of the Association, and each document governing the maintenance and use of any portion of the Property; including but not limited to this Declaration, the Association's Certificate of Formation, Bylaws, Policies & Guidelines, and Association Rules, as any of the same may be amended from time to time after date of this Declaration, and recorded in the real property records of Tarrant County, Texas.

1.14. **"Improvement"** means every structure and all appurtenances to structures of every type and kind, including but not limited to buildings, patios, tennis courts, swimming pools, garages, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water-softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities or structures placed on a Lot or used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.15. **"Living Unit"** means and refers to a single-family residence and the garage serving it.

1.16. **"Lot"** or **"Lots"** means any parcel or parcels of land in the Property, shown as a subdivided lot on the "Plat" or "Plats" (defined below) of the Property, together with all Improvements located on such Lot.

1.17. **"Masonry"** means stucco, stone (natural, precast, or manufactured), and brick, but excluding fiber-cement siding, stone veneer, or other siding materials.

1.18. **"Member"** or **"Members"** means any Person(s) holding membership rights in the Association.

1.19. **"Mortgage"** or **"Mortgages"** means any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

1.20. **"Mortgagee"** or **"Mortgagees"** means the holder or holders of any Mortgage or Mortgages.

1.21. **"Owner"** or **"Owners"** means the "Person(s)", holding a fee-simple interest in any portion of the Property, but does not include the Mortgagee of a Mortgage.

1.22. **"Person"** or **"Persons"** means any individual(s), any entity, or form of entities.

1.23. **"Plans and Specifications"** means any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.24. "Plat" or "Plats" means (a) that certain Plat of the Bay Club First Installment, filed in volume 388-178, page 67, Plat Records of Tarrant County, Texas, (b) that certain Amended Plat of the Bay Club Second Installment, filed in Cabinet A, Slide 693, Plat Records of Tarrant County, Texas, and (c) that certain Amended Plat of The Bay Club Third Installment, filed in Cabinet A, Slide 801, Plat Records of Tarrant County, Texas.

1.25. "Policies and Guidelines" mean those certain written Policies and Guidelines of the Association, adopted at a Special Meeting of the Association's Board held July 29, 2017, and recorded August 22, 2017 under Clerk's Instrument Number D217193408 of the Real Property Records of Tarrant County, Texas.

1.26. "Property" means all of the real property constituting any portion of the "Subdivision" (defined below).

1.27. "Restrictions" means this Declaration and other the Dedicatory Instruments.

1.28. "The Bay Club", and "Subdivision" and "Property" all have the same meaning, being all of the real property described in the following Plats, including: (a) each of the Lots in Blocks 1, 2, 3, and 4 of the Bay Club, First Installment, Arlington, Tarrant county, Texas, (b) each of the Lots in Block 5 of the Bay Club, Second Installment, Arlington, Tarrant County, Texas, and (c) each of the Lots in Blocks 1 and 5 of the Bay Club, Third Installment, Arlington, Tarrant County, Texas.

ARTICLE 2 GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, used, occupied, and enjoyed subject to this Declaration and the other Dedicatory Instruments.

2.01. **Subdividing**. No Lot will be further divided, subdivided, or re-platted, nor may any easements on or other interests relating to a Lot less than the whole be conveyed by the Owner of the Lot, without the prior written approval of the ACC.

2.02. **Hazardous Activities**. No activities will be conducted on the Property and no Improvements constructed on the Property that are or might be unsafe or hazardous to any Person or Living Unit. Without limiting the generality of the foregoing, no firearms or fireworks will be discharged on the Property, and no open fires will be permitted except within safe and well-designed interior or exterior fireplaces, fire basins, chimenea, or in contained barbecue units while attended and in use for cooking purposes. No vehicle of any size which transports inflammatory, explosive, or other potentially harmful cargo may be kept at any of the Property at any time.

2.03. **Mining and Drilling**. No portion of the Property will be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

2.04. **Noise and Nuisances**. No noise or other nuisance will be permitted to exist or operate on the Property so as to be offensive or detrimental to any Persons occupants of any Living Unit. No

exterior lighting of any sort will be installed or maintained on a Lot where the light source is offensive or creates a nuisance to occupants of neighboring Lots (except reasonable security or landscape lighting).

2.05. **Animals-Household Pets.** No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of these words, may be kept, maintained, or cared for on the Property. Any dog that has been determined to be "dangerous" by the City or any other political subdivision, animal-control authority, or governmental agency, will never be maintained, kept, or cared for on the Property. No Owner may keep on the Owner's Lot more cats and dogs than that allowed by the City's ordinances. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal will be allowed to run at large, and all animals must be kept within enclosed areas that must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. An enclosed area may be constructed in the backyard of an Owner's Lot, in accordance with plans approved by the ACC, must be of reasonable design and construction to adequately contain animals in accordance with applicable law and the requirements of the ACC, and must be screened so as not to be visible from any other portion of the Property.

2.06. **Rubbish and Debris.** No rubbish or debris of any kind will be placed or permitted to accumulate on any Lot, and no odors will be permitted to arise from it so as to make any of the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any Owner's Lot or Owner. Refuse, garbage, and trash must be kept in containers or trash bags, and must be kept appropriately screened from view in accordance with the Association Rules. Each Owner must contract with an independent disposal service to collect all garbage or other wastes, if collection service is not provided by the City or other governmental entity. No trash, rubbish or debris of any kind may be disposed of by burning on any Lot or the Common Areas. No trash, rubbish or other debris from any Owner's Lot may be deposited or allowed to contaminate or spread on to another Owner's Lot or any of the Common Areas.

2.07. **Maintenance; Mowing.** Each Owner must keep all shrubs, trees, grass, and plantings of every kind on the Owner's Lot regularly cultivated, pruned, free of trash, and other unsightly material so as to maintain the Lot and Improvements thereon in a neat and attractive manner. All Improvements on any Lot must at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of the Lot. Upon breach of this section the ACC, upon prior written reasonable notice to the Owner, shall have the right at any reasonable time to enter on any Lot to inspect, replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary, to paint, repair, or otherwise maintain any Improvements in need of maintenance, and (in addition to other remedies and enforcement actions) to charge the cost thereof to the Owner of the Lot in the same manner as provided for the Association in Section 5.04(e).

2.08. **Antennae.** No exterior tower radio, television or other antenna, aerial, or satellite dish receiver that is visible from the street located in front of the Lot will be erected or maintained on any Lot without obtaining the prior written consent of the ACC.

2.09. **Signs**. No sign of any kind will be displayed to the public view on any Lot without the prior written approval of the ACC, except for: (a) one (1) sign no more than five (5) square feet advertising any Lot within the Subdivision for sale, (b) one (1) ground-mounted sign for each candidate or ballot advertising no more than one (1) political candidate or ballot item for election, complying with the Policies and Guidelines for Display of Political Signs, (c) signage for security as permitted by the ACC, (d) while construction is occurring on a Lot, one (1) sign, not more than five (5) square feet, identifying the contractor for such construction at the Lot, (e) signs for school functions, such as orchestra or band, of the Owner's child or children, and (f) any other signage as may be permitted by the ACC.

2.10. **Water and Other Tanks**. The ACC has the right to approve the location of any tank used or proposed in connection with a single-family residential structure, including tanks for the storage of water, and including swimming-pool filter tanks. No elevated tanks of any kind will be erected, placed, or permitted on any Lot. All tanks must be screened so as not to be visible from any other part of the Property. No individual water-supply systems will be permitted on any Lot, including but not limited to water wells, cesspools, or water-collection tanks; however, rain barrels and rain harvesting devices may be permitted subject to the right of the ACC to approve or reject the location, size, type, and shielding of, and the materials used in the construction of, any such rain barrels, rain harvesting devices, and related appurtenances. Lots shall conform to the Association's Policies and Guidelines for Installation of Rain Barrels or Rain Water Harvesting Systems.

2.11. **Septic and Sewer Systems**. No Lot nor Living Unit constructed on any Lot will be served by an aerobic septic system.

2.12. **Temporary Structures**. No tent, shack, trailer, shop or other temporary or portable building, or structure will be placed on any Lot or the Common Areas without the prior written approval of the ACC. No building materials of any kind shall be placed or maintained on an Owner's Lot until construction of or to any Improvement thereon is to begin.

2.13. **Unightly Articles; Vehicles**. No article deemed to be unsightly by the ACC will be permitted to remain on any Lot so as to be visible from an adjoining Lot or from streets within the Subdivision. All tractors, campers, wagons, golf carts, motorcycles, all-terrain vehicles, motor scooters, sports equipment (such as volleyball nets, soccer goals or portable basketball goals), and garden-maintenance equipment must be kept at all times, except when in actual use, in enclosed structures or screened from public view. All Automobiles, trailers, boats and trucks shall be kept in the garage or within the drive way area of the Owner's Lot. No repair or maintenance work may be done on any of the foregoing (other than minor emergency repairs completed within 24 hours) except in enclosed garages or other structures screened from public view. Each single-family residential structure within the Subdivision must have sufficient garage space, or driveway area as approved by the ACC, to house all vehicles, boats and other equipment to be kept on the Lot. No boats, trailers, trucks, automobiles or other motorized vehicles may be parked overnight on any street within the Subdivision for a period exceeding 48 consecutive hours. No Owner, nor such Owner's family members, guest or other invitees shall park or maintain any motorized vehicle, boat, trailer, or other equipment in any street, entrance or exit of the Subdivision in such manner that impedes or could impair a Person's ingress or egress from any street or Lot in the Subdivision. Service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk

materials, scrap, refuse, or trash will be kept, stored, or allowed to accumulate on any portion of the Property unless it is within an enclosed structure or is appropriately screened from view as may be required by the ACC. No: (a) racing vehicles or (b) other vehicles (including, but not limited to, golf carts, motorcycles or motor scooters) that are inoperable or do not have a current license tag are permitted to remain visible on any Lot or to be parked on any street or other Common Area within the Subdivision. No commercial vehicles larger than a standard one (1) ton pickup truck or standard two-axle passenger van are permitted to remain on any Lot or to be parked on any street within the Subdivision or other Common Area, except for a period less than twenty-four (24) consecutive hours to make necessary repairs to Improvements, or moving Persons into or out of a Living Unit within the Subdivision. Any Person operating any type of motorized vehicle within the Subdivision must be at least sixteen (16) years of age, and must have a current driver's license issued by the State of Texas for operation of such motorized vehicle.

2.14. **Mobile Homes, Travel Trailers, and Recreational Vehicles.** No mobile homes, motor homes, travel trailers nor recreational vehicles may be used as a residence, either temporary or permanent, at any time on any Lot. No motor home, travel trailer or other recreational vehicle may be parked on any street within the Subdivision for a period exceeding 48 consecutive hours, without prior approval of the ACC.

2.15. **Compliance with the Restrictions.** Each Owner must comply strictly with the provisions of the Restrictions as amended from time to time. Failure to comply with any of the Restrictions constitutes a violation of this Declaration and gives rise to a cause of action to recover amounts due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association, an aggrieved Owner.

2.16. **Liability of Owners for Damage to Common Area and Facilities.** No Owner will in any way alter, modify, add to, or otherwise perform any work on the Common Area and Facilities without the prior written approval of the Board. Each Owner is liable to the Association, the Owners, or any public agency, authority, or utility for any and all damages to: (a) the Common Area and Facilities or (b) any Improvements constructed on any Lot, the maintenance of which has been assumed by any of these parties, which damages were caused by the neglect, misuse, or negligence of an Owner or the Owner's family, or by any invitee or occupant of the Owner. The full cost of all such repairs for the damage resulting from such events will be an Assessment against the Owner's Lot, secured by a lien against the Owner's Lot and collectable in the same manner as provided for in Section 7.06, including but not limited to foreclosure of the lien.

2.17. **Basketball Goals: Permanent and Portable.** Permanent basketball goals may be installed in the rear of the Owner's Lot or along the side of an Owner's Lot, but may not be installed in the front area of an Owner's Lot. Portable goals may be used, but they must be stored in an enclosed structure or screened from view at all times when not in use.

ARTICLE 3 USE AND CONSTRUCTION RESTRICTIONS

3.01. **Approval for Construction.** No new Improvements will be constructed on any Lot without the prior written approval of the ACC. All existing exterior Improvements constructed or

altered on any Lot must have first received prior written approval by the ACC. All Improvements must comply with all Dedicatory Instruments, applicable building codes of the City, and all other applicable laws.

3.02. **Use.** All Lots, unless dedicated to the Association as Common Area and Facilities, shall be improved and used solely for single-family residential purposes, inclusive of an attached private garage, fencing, and other Improvements as are necessary or customarily incident to residential use. No Lot shall be used for any trade, or business. Any Lot used for renting or leasing shall adhere to Section 3.03 below.

3.03. **Requirements For Leasing.**

(a) Each lease and any amendment to such lease for an Owner's Lot must be in writing, and unless waived by the Board, must be for a minimum term of (1) year. An Owner shall require all tenants, guests and occupants of his/her/its Lot to abide by the requirements imposed under the Dedicatory Instruments for the use of the Owner's Lot and Common Areas, and should include language in any lease or amendment thereto notifying the tenant(s) of such duties. No tenant under any lease shall have any rights as a Member of the Association, but may use the Common Areas and Facilities subject to the same being denied by the Board for such tenant's, guest's or other occupant's violations of any of the Dedicatory Instruments.

(b) The Owner shall deliver to the Board a legible copy of the lease, and all amendments made thereto with any Person for the lease of an Owner's Lot in regard to any lease in effect at the date of this Declaration and legible copies of the same materials within five (5) business days following the Board's request. The Owner shall provide each tenant's name, telephone number and e-mail address upon the Board's request. The Owner shall have a continuing duty to promptly provide the Board written notice of any change to such tenant's contact information.

(c) The Owner shall be strictly liable to the Association for all harm, losses, damages, expenses, reasonable attorney's fees, costs and fines resulting from the conduct of the tenant(s), guests and invitees of such tenant occupying the Owner's Lot. The Owner promises to pay the Association for all costs and expenses to repair or replace any damages caused by such tenant, guests or occupants of the Owner's Lot to any of the Common Areas and Facilities, and promises to pay all damages, expenses reasonable attorney's fees, costs and fines assessed by the Association as a result of such tenant's conduct, or conduct of such tenant's guests or occupants for violations of any of the Dedicatory Instruments. In the event the Board concludes that the conduct of any tenant of the Owner's Lot or other occupant of the Owner's Lot constitutes three (3) or more violations of any of the Dedicatory Instruments during any six (6) consecutive month period, the Board may require the lease be terminated by the Owner, and require the Owner to promptly cause such tenant(s) and other occupants to vacate the Owner's Lot. Payment of fines, costs, damages, expenses, and attorney's fees for a tenant's or other occupant's misconduct for violating a Dedicatory Instrument, does not waive the right of the Board to suspend a tenant's use of the Common Areas, nor waive the Board's right to compel the Owner to evict such tenant and occupants of an Owner's Lot. The Owner shall promptly notify the Board in the event his/her/its lease of his/her/its Lot has been terminated, and when all tenants and other occupants have vacated the Lot.

3.04. **Dwelling Height.** No single-family dwelling greater than two (2) stories in height may be constructed on any Lot without the prior written approval of the ACC.

3.05. **Fences, Sidewalks, Mailboxes, and Sight-Line Obstruction.** Unless otherwise approved by the ACC, all fences and retaining walls on Lots must not exceed a height allowed by the City's ordinance, and must be constructed and maintained in accordance with the requirements approved by the ACC relating to the location, height, style and construction materials. It is the intent to maintain visual continuity especially along streets in the Subdivision. The location, design and materials for repairs to mailboxes, sidewalks, fencing and retaining walls shall be subject to prior written approval by the ACC. Unless otherwise approved in writing by the ACC, all fences shall be constructed of masonry, solid wood, or hedges, and all retaining walls, sidewalks and mailboxes shall be constructed of masonry or other approved ACC materials.

3.06. **Dwelling Size and Building Materials.** (A) Only new structures shall be erected on any Lot. No structure may be moved on to any Lot. All one-story dwellings will contain at least 2900 square feet of enclosed living space, and all one and one-half or two-story dwellings shall have at least 1600 square feet of enclosed living space on the ground floor, exclusive of porches (open or covered), decks, garages, and carports. All building materials for new structures must be approved by the ACC, and only new building materials (except for used brick) will be used for constructing any Improvements. Exposed metal roof decks that reflect light in a glaring manner, such as galvanized-steel sheets, are specifically prohibited. Other roofing materials may be used with the ACC's written consent, which may specify the color and a minimum quality or grade of materials. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings, and exterior stairways must match the color of the surface from which they project, or must be of a color approved by the ACC. No highly reflective finishes (other than glass, which may not be mirrored) will be used on exterior surfaces (other than surfaces of hardware fixtures), including, but not limited to, the exterior surfaces of any Improvements. (B) All dwellings, to the extent of at least seventy-five percent (75%) of the area of the outside walls on the first floor shall be constructed of stone, masonry, brick, or of a glass building material of the kind usually used for outside wall construction, or such other material as may be approved by the ACC. The second floor of a dwellings may be masonry or such other material as may be approved by the ACC. (C) Garage or carport areas shall be located along the side or rear elevation of a Lot. No detached garages are permitted.

3.07. **Alteration or Removal of Improvements.** Any construction, other than normal maintenance, that alters the exterior appearance of any Improvement or the removal of any Improvement, will be performed only with the prior written approval of the ACC.

3.08. **Garbage Containers.** The ACC has the right to specify a specific location on each Owner's Lot in which garbage containers must be placed for trash- collection service.

3.09. **Drainage.** There will be no interference with the established drainage patterns over any of the Property, unless adequate provision is made for proper drainage and the ACC and the City (if required by law) approve the same.

3.10. **Construction Activities.** This Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or repair of Improvements by an Owner on any Lot, provided that the construction or repair is pursued to completion with reasonable diligence and conforms to construction practices required by the ACC. If construction on any Lot does not conform to usual practices in the area as determined by the ACC in its sole good-faith judgment, the Board, or any Owner will have the authority to seek an injunction to restore or stop construction. In addition, if during the course of construction on any Lot there is excessive accumulation of debris of any kind that would make the Lot or any portion of it unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then following reasonable notice of breach of this Section and the Owner's failure to cure such breach within the time stated in the Board's notice, then the Board may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all expenses incurred in connection with such removal, and the Association may pursue in addition to fines and a personal judgment against the Owner, its lien rights and judicial foreclosure in the same manner stated in Article 7, and all other remedies available to the Association at law or in equity.

3.11. **Landscaping.** The front and side yards of all Lots, from the front wall of the house, will be fully sodded with St. Augustine, Bermuda, Prairie Buffalo Grass, or other landscape materials approved by the Architectural Committee.

3.12. **ACC Approval/Rejection.** No building, fence, wall or other Improvement shall be erected or maintained upon a Lot, nor shall any exterior addition or alteration thereof be made until the details, plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing by the ACC as to the quality and workmanship of materials, harmony of external design with existing Improvements, and location in relation to surrounding structures and topography. In the event the ACC fails to approve any such proposed construction or alteration within fifteen (15) days after the ACC's receipt of all reasonably requested or required data and documents, then the ACC's written approval will not be required.

ARTICLE 4 COMMON AREA AND FACILITIES

4.01. **Common Area and Facilities.** No land within any Common Area and Facilities will be improved, or used except in the manner approved by the Board. Streets, entrances, and exits from the Subdivision shall not be obstructed, blocked or otherwise used in such a way that prevents the reasonable ingress and egress to and from any of the Property.

4.02. **Maintenance.** Maintenance of any Common Area and Facilities will be the obligation of the Association and will be governed by Section 5.05, and Assessments may be levied on the Owners under Article 7 below.

4.03. **Condemnation.** If all or any part of the Common Area and Facilities is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association will be entitled to participate in the proceedings incident to the taking or threatened taking. The expense of participation in the proceedings by the Association will be a common expense to be paid out of Assessments. The Board is specifically authorized to obtain and to pay for such assistance from attorneys, appraisers, architects,

engineers, expert witnesses, and other Persons as the Board, in its discretion, deems necessary or advisable to aid it in any matters relating to the proceedings. All damages or awards for any taking will be the property of the Association. The Board will have the authority to determine whether to contest or defend any proceedings, to make any settlement with respect to any proceedings, or to convey the property to the condemning authority in lieu of condemnation.

ARTICLE 5 THE ASSOCIATION

5.01. **Organization.** The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers: prescribed by law, set forth in its Certificate of Formation, Bylaws in this Declaration and the other Dedicatory Instruments. Neither the Certificate of Formation nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association will not be dissolved without the written consent of at least sixty-seven percent (67%) of the Members entitled to vote.

5.02. **Membership.** Any Person who is or who becomes an Owner, whether by purchase, gift, foreclosure, deed in lieu of foreclosure or by operation of law will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Lot. Membership of a Member in the Association will automatically terminate when the Member ceases to be an Owner. The termination; however, will not release or relieve the Member from any liability or obligation under any of the Dedicatory Instruments that was incurred during the Member's period of ownership of a Lot.

5.03. **Voting Rights.** Members will include each Owner of a Lot within the Property, and all of the Owners of a Lot will have only one (1) vote for each Lot. There shall be two (2) classes of Members with different voting rights as described below:

Class A. Class A Members shall be each of the Members owning a Lot or Lots in The Bay Club, and shall be entitled to one (1) vote on each and every matter submitted for voting at any annual or special meeting of Members.

Class B. Class B Members shall be those Persons holding fee simple title and ownership of any of the lots in the Villa Vista Addition (also known as "Villa Vista Ridge Addition"), an Addition to the City of Arlington, Tarrant County, Texas, as shown in plat recorded in volume 388-128, page 40, Plat Records of Tarrant County, Texas. Class B Members shall be entitled to one (1) vote for each lot owned in Villa Vista Ridge Addition; however, no Class B Member shall have any right to vote on matters pertaining to Assessments, or any matter pertaining to any expenditure of funds of the Association.

5.04. **Powers and Authority of the Association.** The Association will have the powers of a Texas nonprofit corporation, subject only to the limitations expressly set forth in this Declaration. It will further have the power to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas, this Declaration, the Bylaws, and the other Dedicatory Instruments. Without

in any way limiting the generality of the two preceding sentences, the Association by and thru the Board, acting on behalf of the Association, will have the following powers and authority:

(a) **Association Rules.** To make, establish, promulgate, amend, repeal, and re-enact the Association Rules. The content of the Association Rules may be established by the Board, provided that they do not conflict with this Declaration.

(b) **Insurance.** To obtain and maintain in effect policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

(c) **Records.** To keep books and records, including financial records, of the Association's affairs.

(d) **Assessments.** To levy Assessments as provided in Article 7 below.

(e) **Right of Entry and Enforcement.** To impose fines, impose liens against an Owner's Lot for unpaid fines and other sums owing to the Association, suspend a Member's rights to Common Areas and Facilities, and enjoin, abate, or remedy by appropriate legal proceedings, the continuance of any breach. To enter any Lot (but not a Living Unit) at any time in an emergency, or in a nonemergency after twenty-four (24) hours' written notice, without being liable to any Owner, for the purpose of enforcing the Restrictions. In the event the Board finds an Owner's Lot to be in violation of any Restriction, after giving the Owner written notice of such violation, and the Owner's failure to fully cure such violation within the time allowed, then the Association may cause such repairs or maintenance to be performed to cure such violations. The expense incurred by the Association in connection with the entry on any Lot and the maintenance and repair work conducted on it will be a personal obligation of the Owner of the Lot, will be a lien on the Lot, and will be enforced in the same manner and to the same extent as provided in Article 7 for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents to it, to commence and maintain actions and suits to enforce restrain and enjoin, by mandatory injunction or otherwise, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens, and take all action as it may deem necessary or expedient to enforce the Restrictions.

(f) **Legal, Accounting, and Other Necessary Services.** To retain and pay for legal, accounting, and any other services necessary or proper for the operation of the Association.

5.05. **Common Area and Facilities.** Subject to and in accordance with this Declaration, the Association, acting through the Board, will have the following duties:

(a) To own, operate, and maintain all Common Area and Facilities, together with all Improvements of any kind and for any purpose that may be located in those areas, in good repair and condition. Such maintenance will include, but will not be limited to, painting, mowing, and removing rubbish or debris of any kind.

(b) To pay all real-property taxes, personal-property taxes, and other taxes and Assessments levied on or with respect to Common Area and Facilities or any other property owned by or leased to the Association to the extent that the taxes and Assessments are not levied directly on the Members of the Association. The Association will have all rights granted by law to contest the legality of the amount of the taxes and Assessments.

(c) To make rules and regulations regarding the Common Area and Facilities.

(d) To take out and maintain current a policy of liability-insurance coverage to cover accidental bodily injury or death caused by the use and enjoyment of the Common Area and Facilities. This insurance will be in an amount as the Board deems appropriate.

ARTICLE 6 ARCHITECTURAL COMMITTEE

6.01. **Membership of Architectural Committee.** The ACC will consist of not more than three (3) Class A Voting Members ("Voting Members") and any additional nonvoting Members serving in an advisory capacity ("Advisory Members") that the Voting Members may deem appropriate.

6.02. **Action by Architectural Committee.** Items presented to the ACC will be decided by a majority vote of the Voting Members.

6.03. **Term.** Each Voting Member of the ACC will hold office for a term of one (1) year, or until such time as they have resigned or have been removed or their successor has been appointed, as provided in this Declaration or the Bylaws. If any Voting Member dies or resigns, the remaining Voting Member or Voting Members will have full authority to act pending the Board's replacement of such vacant office of such Voting Member or Voting Members.

6.04. **Board's Right of Appointment.** The Board will have the right to appoint and remove any or all Voting Members and Advisory Members of the ACC, with or without cause.

6.05. **Adoption of Rules.** The ACC may adopt any procedural and substantive rules, not in conflict with this Declaration and the Bylaws, that it deems necessary or proper for the performance of its duties.

6.06. **Review of Proposed Construction.** No construction of any new Improvement on a Lot, nor alteration of the exterior of any existing Improvement on any Lot, shall be constructed, erected, or placed on any Lot without first being approved in writing by the ACC. Whenever in this Declaration or the other Dedicatory Instruments, the approval of the ACC is required, it will have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts that, in its sole discretion, are relevant. Except as otherwise specifically provided in this Declaration, before the commencement of any new construction or alteration of the exterior of any existing Improvement on a Lot, or any portion of it, the Plans and Specifications must be submitted to the ACC, and construction or alteration may not commence unless and until the ACC has approved the Plans and Specifications in writing. The ACC will consider and act on any and all Plans and Specifications submitted for its approval and perform

the other duties assigned to it by the Board. The ACC may also inspect any construction in progress to ensure its conformance with Plans and Specifications approved by the ACC. The ACC may review Plans and Specifications submitted for its review and any other information it deems proper. Until the ACC receives all information or documents it deems necessary, it may postpone review of any Plans and Specifications submitted for approval. No Improvement will be allowed on any Lot that is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes, and materials and similar features as to be incompatible with development of the Subdivision and the surrounding area. The ACC will have the authority to disapprove any proposed Improvement or alteration based on the restrictions set forth in the preceding sentence. The ACC will not be responsible for inspecting any proposed Improvement or alteration, nor will its approval of any Plans or Specifications or inspection of any construction in progress be deemed approval from the standpoint of structural safety, engineering soundness, or conformance with building laws or other codes.

6.07. **Variance.** The ACC may grant variances from compliance with any of the provisions of this Declaration when, in the opinion of the ACC, the variance will not impair or detract from the high-quality development of the Property and the variance is justified due to aesthetic considerations or unusual circumstances. Prior to the ACC granting any waiver or variance, the ACC shall give notice of such intended waiver or variance to Owners of any adjoining Lots. Such adjoining Lot Owners may file a written protest of such proposed waiver or variance with the Board within seven (7) days after receipt of such notice. The Board shall notify the Owner and any protesting adjoining Lot Owners of the time, place and date of its hearing to review the ACC's proposed granting of such waiver or variance. The Board may deny, modify, or affirm the ACC's decision granting such waiver or variance. The granting of a variance will not operate to waive or amend any of the terms or provisions of the Restrictions applicable to the Lots for any purpose, except as to the particular Lot covered by the variance, and a variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of this Declaration or any other Dedicatory Instrument.

6.08. **Actions of the Architectural Committee.** The ACC may, by a resolution unanimously adopted in writing, by Voting Members of the ACC designate one (1) or more of its Advisory Members acting on its behalf to take any action or perform any duties for and on behalf of the ACC. In the absence of a designation, the vote of the majority of all of the Voting Members of the ACC taken without a meeting will constitute an act of the ACC.

6.09. **No Waiver of Future Approvals.** The approval or consent of the ACC to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the ACC will not be deemed to constitute a waiver of any right to withhold approval or consent as to any other Plans and Specifications subsequently submitted or additionally submitted for approval by the same or a different Person.

6.10. **Work in Progress.** The ACC, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

6.11. **Address.** Plans and Specifications will be submitted to the ACC at such address as may be designated by the Board from time to time.

6.12. **ACC Approval.** In the event the ACC fails to give written approval to the Person requesting construction of any new Improvement or alteration of an existing Improvement within

fifteen (15) days after the ACC's receipt of all Plans and Specifications, all other reasonably requested data and documents, and any third party licensed architect's or engineer's opinions the ACC deems necessary, then the proposed construction shall be deemed approved by the ACC.

**ARTICLE 7
FUNDS AND ASSESSMENTS**

7.01. Assessments.

(a) The Association may from time to time levy Assessments against each Lot. Except as otherwise provided in this Declaration, the level of Assessments will be equal and uniform amongst all Lots.

(b) Regular Annual Assessments for each calendar year shall become due and payable on the first day of each year. The Board; however, may authorize payment of the Annual Assessment in monthly or quarterly installments. The current Regular Annual Assessment for each Lot is \$ 1,500.00 for calendar year 2017. Special Assessments shall be approved at a meeting of the Members as provided in 7.04 below, and shall be due and payable on the date or dates established by the Board.

(c) Each unpaid Assessment, together with the interest on it and the costs of collection, will be the personal obligation of the Owner of the Lot against which the Assessment fell due, and will become a vendor's lien against the Lot. The Association may enforce payment of Assessments in accordance with the provisions of this Declaration and the other Dedicatory Instruments.

(d) The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners, and, for the improvement and maintenance of the Common Areas and Facilities, including but not limited to the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The Assessments shall be used to maintain and promote the street system, guardhouse, entrance gate, walls, clubhouse, tennis courts, boat docks, and all designated Common Areas, including, without limiting the generality of the foregoing, the payment of all expenses incurred in the employment of a guard or guards, and the maintenance of the streets, guardhouse, insurance, entrances gates, exit gates, walls, clubhouse, tennis court, boat docks and all other Common Areas.

7.02. Maintenance and Reserve Funds. The Board may establish a maintenance fund and a self-sustaining reserve fund. All moneys paid to the Association will be deposited into one or more of these accounts, and disbursements will be made from them in performing the functions of the Association under this Declaration. The reserve fund will be maintained and used for the operation, repair, and maintenance of all Common Area and Facilities. The funds of the Association deposited into the maintenance and reserve fund must be used solely for purposes authorized by this Declaration and the other Dedicatory Instruments.

7.03. Regular Annual Assessments. Before the beginning of each fiscal year, the Board will estimate the expenses to be incurred by the Association for the following fiscal year in

performing its functions under the Restrictions, the cost of enforcing the Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. The Board each year may increase the Regular Annual Assessments by not more than twenty-five percent (25%) of the previous year's Annual Assessment. Any other increases to Regular Annual Assessments must be approved by at least two-thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for that purpose, with the same quorum as required for Special Assessments.

7.04. **Special Assessments.** In addition to the Annual Assessments provided for above, the Association may levy Special Assessments at any time for the purpose of defraying in whole or in part the cost of any construction, repair, or replacement of any Common Area and Facilities, including but not limited to streets, controlled-access system, tennis courts, guard house, clubhouse, docks, and any other capital improvements to the Common Areas. No such Special Assessment shall be levied against the Owners and the Lots without the approval of at least two-thirds (2/3) of the Members present at a meeting called for that purpose, with at least thirty percent (30%) of all Members or their proxies present at the meeting to constitute a quorum. If thirty percent (30%) of the Members do not attend, a second meeting may be called with the same notice, but the quorum then needed for the second meeting will be ten percent (10%) of all the Members or their proxies.

7.05. **Owner's Personal Obligation for Payment of Assessments.** The Board, at least thirty (30) days before any Assessment is due, shall send written notice to the Owner of each Lot of the amount of the Assessment(s) due by the Owner. Any Assessment not paid by an Owner within thirty (30) days from date of such notice shall be delinquent, and subject to the payment of interest, late fees, administrative fees, and costs of collection as provided in this Declaration and in the Association's Assessment Collection Policy. All Assessments provided for in this Declaration will be the personal and individual debt of the Owner of the Lot covered by the Assessments. No Owner may exempt itself from liability for the Assessments. The Owner of the Lot will be obligated to pay an annual interest rate of ten percent (10%) on the amount of the unpaid Assessment from the Assessment's due date, together with all late fees, administrative fees, costs and expenses of collection, including reasonable attorney fees and expenses incurred by the Association.

7.06. **Assessment Lien and Foreclosure.** All unpaid Assessments, together with interest and other charges as provided in Section 7.05, and the cost of collection, including attorney fees incurred by the Association, become a continuing lien and charge on the Lot covered by the unpaid Assessment that will bind the Lot, and its Owner, and the Owner's heirs, devisees, personal representatives, successors, and assigns. This lien will be superior to all other liens and charges against the Lot, except for tax liens and all amounts unpaid on a Mortgage lien of record of first or second priority granted to an institutional lender, securing in either instance amounts borrowed for the purchase or improvement of the Lot in question. The Association will have the power to subordinate the Assessment lien to any other lien. This power will be entirely discretionary with the Board and the subordination must be signed by a duly authorized Officer of the Association. To evidence the Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien and a description of the Lot. This notice will be signed by one of the Officers of the Association and will be recorded in the office of the County Clerk of Tarrant County, Texas. The Association may direct its legal counsel to initiate legal proceedings in a court of competent jurisdiction seeking any relief allowed by law or in equity, and including:

(a) Foreclosure of the Assessment lien under the rules adopted by the Texas Supreme Court for expedited foreclosure proceedings. The Association's Assessment lien may not be foreclosed, however, until the Association has (i) provided written notice of the total amount of the delinquency giving rise to the foreclosure to all lien holders of record (evidenced by a deed of trust) whose liens are inferior or subordinate to the Association's Assessment lien, and (ii) provided each such lien holder an opportunity to cure the delinquency before the sixty-first (61st) day after the date the lien holder receives the notice. The notice to lien holders must be sent by certified mail, return receipt requested, to the address for the lien holder shown in the deed of trust burdening the Lot(s) subject to the Association's assessment lien.

(b) Recovery of a personal judgment against the Current Owner and, where different, from the Delinquent Owner, all amounts owing and arising from the unpaid Assessments and their collection, including all unpaid interest, late fees, administrative fees, attorney fees and other costs of collection and enforcement.

(c) The Association will have the power to bid on the delinquent Owner's Lot at a foreclosure or other legal sale and to acquire, hold, mortgage, convey, or otherwise deal with it. On the written request of any Mortgagee, the Association will report to the Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after they are due.

ARTICLE 8 EASEMENTS

8.01. **Reserved Easements.** All dedications, limitations, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights made before the Property became subject to this Declaration are incorporated by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration and will be construed as being adopted in each and every deed, or conveyance executed or to be executed conveying any part of the Property.

8.02. **Installation and Maintenance.** There is by this Declaration created, for the benefit of the City and other governmental entities and public utilities with jurisdiction over or providing utility services to the Subdivision, an easement on, 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, wastewater, gas, telephones, electricity lines, and related appurtenances) and for conducting authorized official governmental business. By virtue of this easement, it will be expressly permissible for the utility companies and other entities supplying utility service to install and maintain pipes, wires, conduits, service line, or other utility facilities or appurtenances on, above, across, and under the Property, within the public-utility easements from time to time existing and from service lines situated within the easements to the point of service on or in any Improvement. The utility companies furnishing services to the Subdivision and governmental entities conducting authorized official governmental business within the Property will have the right to remove all trees and other obstructions situated within the utility easements shown on the Plat that are obstructing or otherwise precluding accomplishment of the authorized official governmental business, and to trim overhanging trees and shrubs located on

portions of the Property abutting the easements. If the City is required to remove any trees or other obstructions in order to accomplish any authorized governmental business within the Property, and the City assesses the reasonable costs and expenses required for the removal to the Association, then the Association will be reimbursed, on written demand, for all such costs and expenses from the Owner of the Lot(s) on which the obstructions were located. Any reimbursement required to be paid by any Owner under this Declaration will be deemed an Assessment against the Owner and his/her Lot(s), will be paid in accordance with, and secured by the lien described in Article 7.

8.03. **Drainage Easements.** Each Owner covenants to provide easements for drainage and water flow as may be required by the ACC or the City. There will be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the City and the ACC.

8.04. **Surface Areas.** Subject to 8.02 and 8.03 above, the surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers.

8.05. **Common Area and Facilities.** Each Owner will have a nonexclusive easement for use and enjoyment in and to all Common Area and Facilities, which will be appurtenant to and will pass with title to each Owner's Lot, subject to the following rights:

(a) The right of the Association to suspend the Owner's right to use the Common Area and Facilities (except for ingress and egress to and from the Subdivision) for any period during which an Assessment against the Owner's Lot remains unpaid, and for any period during which the Owner or his/her Lot is in violation any other Dedicatory Instrument.

(b) The right of the Association, as applicable, to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority, or utility for any purposes and subject to any conditions as may be deemed reasonable by the Association, approved by a two-thirds (2/3) vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose, with the same quorum as required for Special Assessments.

(c) The right of the Association to borrow money for the purpose of improving the Common Area and Facilities and, in furtherance of this purpose, to mortgage the Common Area and Facilities, all in accordance with the Certificate of Formation and Bylaws.

(d) The right of the Association to promulgate reasonable rules and regulations regarding use of the Common Area and Facilities.

(e) The right of the Association to contract for services with third parties on any terms as the Association may determine.

8.06. **Self-Help Easement.** Each Owner grants to the Association a non-exclusive limited easement on, over, and across its Lot solely for purposes of curing any violation of the Restrictions.

**ARTICLE 9
MISCELLANEOUS**

9.01. **Term.** This Declaration, including all of its covenants, conditions, and restrictions, will be effective on the date this Declaration is recorded in the Deed Records of Tarrant County, Texas, and will continue in effect for a period of twenty (20) years unless amended in accordance with paragraph 9.02 below, after which it will be automatically extended for successive periods of ten (10) years each, unless amended or extinguished as set forth in Section 9.02.

9.02. **Amendment.** This Declaration may be amended or extinguished only in accordance with the provisions of this Section. Any or all provisions of this Declaration may be amended or extinguished by the recording in the Deed Records of Tarrant County, Texas of an instrument executed and acknowledged by the President or Secretary of the Association, setting forth the amendment or extinguishment, and certifying that the amendment has been approved in writing by the Owners of at least sixty-seven percent (67%) of the Lots.

9.03. **Notices.** Any notice permitted or required to be given by this Declaration will be in writing and may be delivered either by certified mail, return receipt requested, or by personal delivery with a written receipt received. If delivery is made by certified mail, it will be deemed to have been delivered the date on which it was received by the Person to whom the notice was addressed. The address at which a Person is given notice may be changed from time to time by notice in writing given by the Person to the Association. Notwithstanding anything to the contrary in this Declaration, notices permitted or required by this Declaration may be sent or delivered in the same manner as allowed in the Bylaws for notices to the Members.

9.04. **Governing Law.** The provisions of this Declaration will be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration will be governed by and interpreted under the laws of the State of Texas.

9.05. **Nonliability of Architectural Committee and Board Members.** The ACC, the Board, and their members will not be liable to the Association or to any Owner or to any other Person for any loss, damage, or injury arising from there being in any way connected with the performance of the AAC or the Board's duties under this Declaration.

9.06. **Enforcement and Nonwaiver.** Except as otherwise provided in this Declaration, any Owner, at its own expense, and the Association, acting thru the Board, will have the right to enforce any and all provisions of the Restrictions. This right of enforcement will include both damages for, and injunctive relief for, the breach of any provision of any of the Restrictions. The failure to enforce any provision at any time will not constitute a waiver of the right to enforce the provision or any other provision in the future. Also, the violation of any of the Restrictions by an Owner, the Owner's family, guests, or tenants and occupants under an Approved Lease will authorize the Board, acting on behalf of the Association, to avail itself of any one or more of the following remedies in addition to any other available remedies:

- (a) The imposition of fines against the Owner;

- (b) The suspension of the Owner's rights to use any Common Area and Facilities (excepting entrance and exit gates), or other Association property so long as a violation exists;
- (c) The right to cure or abate the violation and to charge any related expenses to the Owner; and
- d) The right to seek injunctive and any other relief provided or allowed by law, and to recover from the Owner damages and all of the Association's related expenses and costs, including but not limited to attorney fees and court costs.

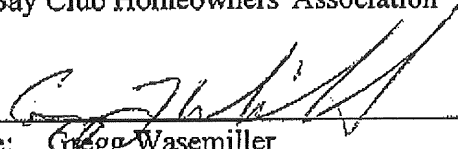
9.07. **No Warranty of Enforceability.** While Declarant has no reason to believe that any of the covenants, terms or provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any covenants, terms, or provisions in this Declaration. Any Owner acquiring a Lot in reliance on one or more of the covenants, terms, or provisions of these Restrictions assumes all risks of their validity and enforceability and, by acquiring the Lot, agrees to hold Declarant harmless if any term or provision is ever held invalid or unenforceable.

9.08. **Construction.** The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion of a provision will not affect the validity or enforceability of any other provision or portion of a provision. Unless the context requires a contrary construction, the singular includes the plural and the plural the singular, and the masculine, feminine, or neuter each includes the masculine, feminine, and neuter. All headings and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles in this Declaration.

9.09. **Owners' and Members' Approval.** Attached to this Declaration are signatures of the Members or their lawful proxy, owning at least two thirds of the Lots in the Subdivision who approved this Declaration and the other Dedicatory Instruments.

EXECUTED as of September 16, 2017.

DECLARANT: The Bay Club Homeowners' Association

By: 
Name: Gregg Wasemiller
Title: President

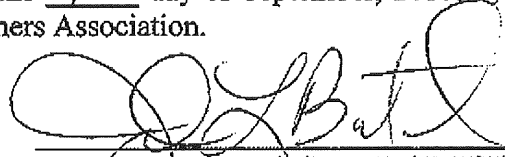
STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned Notary Public, on this day personally appeared GREGG WASEMILLER, who being by me duly sworn on his oath deposed and said that he is the President of The Bay Club Homeowners Association, that he has executed the foregoing instrument for the purposes therein expressed, and in his capacity as therein stated.



GREGG WASEMILLER, AFFIANT

SUBSCRIBED & SWORN TO before me on the 19 day of September, 2017, by Gregg Wasmiller, president of The Bay Club Homeowners Association.



NOTARY PUBLIC-STATE OF TEXAS
My Commission Expires: 06-22-2020
Printed Name of Notary:
Julie L Butler

