

**RESTRICTIVE COVENANTS AND DECLARATIONS FOR TERRAMAR COVE**

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

WHEREAS, Terramar Cove Subdivision ("Property") is a 1.62-acre tract of land being the same tract of land as described in deed to P & T Bay Properties recorded under film code NO. 009-52-0930 of the Galveston County deed records located in the Hall and Jones survey A-121, Galveston County comprised of 13 Lots, the ownership is set forth below:

WHEREAS, the owners of the Lots in Terramar Cove Subdivision are as follows:

WHEREAS, Bridgewater Homes, LLC, a Texas Company, is the owner of the following described property situated in Galveston County, Texas, to-wit:

23107 MARINA; TERRAMAR COVE LOT 3, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THERE OF RECORDED IN PLAT RECORD 2008A, MAP NO. 10; (2009) ABST 121;

23106 MIRAMAR CIRCLE; TERRAMAR COVE LOT 4, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THERE OF RECORDED IN PLAT RECORD 2008A, MAP NO. 10; (2009) ABST 121;

23110 MIRAMAR CIRCLE; TERRAMAR COVE LOT 5, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THERE OF RECORDED IN PLAT RECORD 2008A, MAP NO. 10; (2009) ABST 121;

23114 MIRAMAR CIRCLE; TERRAMAR COVE LOT 6, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THERE OF RECORDED IN PLAT RECORD 2008A, MAP NO. 10; (2009) ABST 121;

23118 MIRAMAR CIRCLE; TERRAMAR COVE LOT 7, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THERE OF RECORDED IN PLAT RECORD 2008A, MAP NO. 10; (2009) ABST 121;

23123 MIRAMAR CIRCLE; TERRAMAR COVE LOT 9, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THERE OF RECORDED IN PLAT RECORD 2008A, MAP NO. 10; (2009) ABST 121;

23119 MIRAMAR CIRCLE; TERRAMAR COVE LOT 10, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THERE OF RECORDED IN PLAT RECORD 2008A, MAP NO. 10; (2009) ABST 121;

23115 MIRAMAR CIRCLE; TERRAMAR COVE LOT 11, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THERE OF RECORDED IN PLAT RECORD 2008A, MAP NO. 10; (2009) ABST 121;

23111 MIRAMAR CIRCLE; TERRAMAR COVE LOT 12, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THERE OF RECORDED IN PLAT RECORD 2008A, MAP NO. 10; (2009) ABST 121;

23107 MIRAMAR CIRCLE; TERRAMAR COVE LOT 13, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THERE OF RECORDED IN PLAT RECORD 2008A, MAP NO. 10; (2009) ABST 121;

WHEREAS, DENNIE TEER, III, is the owner of the following described property situated in Galveston County, Texas, to-wit:

23115 MARINA; TERRAMAR COVE LOT 1, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THERE OF RECORDED IN PLAT RECORD 2008A, MAP NO. 10; (2009) ABST 121;

23111 MARINA; TERRAMAR COVE LOT 2, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THERE OF RECORDED IN PLAT RECORD 2008A, MAP NO. 10; (2009) ABST 121;

WHEREAS, RICHARD KALMICK, is the owner of the following described property situated in Galveston County, Texas, to-wit:

23122 MIRAMAR CIRCLE; T TERRAMAR COVE LOT 8, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THERE OF RECORDED IN PLAT RECORD 2008A, MAP NO. 10; (2009) ABST 121;

collectively, Bridgewater homes, LLC, Dennie Teer, III, and Richard Kalmick (“Owners”) of the properties listed above collectively referred to herein as (“Terramar Cove Properties” or “the Property”).

WHEREAS, it is the desire of the Owners to establish a uniform plan for the development, improvement, and sale of the Property, and to insure the preservation of such uniform plan for the benefit of the owners as well as future owners of the Property:

WHEREAS, it is the desire of the Owners to join the Terramar Beach Community Improvement Association, a Texas nonprofit corporation; as used hereinafter “Association” shall mean the Terramar Beach Community Improvement Association, its successors assigns, and where appropriate the Board of Directors thereof; the Association shall have the powers and functions provided by applicable law, its Articles of Incorporation and its Bylaws, as amended:

#### RESTRICTIONS, COVENANTS, DECLARATIONS AND CONDITIONS

1. THESE RESTRICTIONS. The Owners and the *Association*, acting herein by and through their duly authorized officers, do hereby adopt, establish and impose the following reservations, restrictions, covenants and conditions upon the Property, which shall constitute covenants running with the title to the land and shall inure to the benefit of the Owners, their successors and assigns and to each and every purchaser of one or more lots in Terramar Cove Properties, their successors and assigns, and any one of said beneficiaries shall have the right to enforce these restrictions by any available legal process. Such restrictions may be changed or revised by 50.1% of all lot owners of the Association
2. STREET AND UTILITY EASEMENT.
  - a. There is hereby reserved unto Association without limitation, and unto its successors and assigns, the exclusive right and easement in, on, over and across all streets, and rights of ways therefor, within Terramar Galveston County, Texas, and all streets and rights or ways therefor which in any manner now serve, or which may hereafter serve, as ingress and egress routes for any of the lots in said Terramar Cove Properties, provided same shall be beneficial to lot owners in either Terramar Cove Properties or the Association.
  - b. Easements for the installation and maintenance of utilities, drainage facilities, roads, and streets are granted and reserved as shown on the Plat. No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by themselves, their successors, assigns, agents, employees, or servants, to

shrubby, trees or flowers or other property of the owner situated on the land covered by said easements.

3. LAND USE AND BUILDING TYPE.

- a. There shall be no lots in Terramar Cove Properties, as now developed, or which may be hereafter developed, such lots being indicated on the recorded map or maps thereof, used for any purpose whatsoever other than private single-family residential dwelling houses, and no part of said houses shall be in any manner used for any kind of business or commercial purposes whatsoever, nor shall any houses in this subdivision be used as multi-family houses, or in any manner used for any type or transient rental units, and all of the said houses, and the properties on which they are situated, shall be kept in good repair to preserve the attractiveness and structural soundness of said structures, it being expressly understood and agreed that property owners in this subdivision may be held liable for damages for failure to maintain said property and premises in good repair and clean condition, which such failure does, in fact, result in any devaluation of adjacent properties or constitute a nuisance to the other property owners in this subdivision.
- b. Temporary or periodic rental of an owner's house shall not constitute a business or commercial use of said property unless the owner shall maintain said property for rental purposes only, this then being in violation of these restrictions.
- c. It is further expressly understood and agreed that no tent, lean-to, house-trailer, camp-trailer, mobile-camper, portable building, or any type of temporary living facility of any type or kind shall be placed or parked on said lots in this subdivision for use as living quarters for any period of time whatsoever, and any violation of this covenant shall place owner liable in damages to association for the sum of not less than \$25.00 per day of such violation, said sum to be subject to change upward by Association, acting through its Board of Directors for this purpose. No detached building of any kind shall be placed on said lots for any kind of storage facility, nor shall any of the above-listed type of units be placed on said lots as a place for their storage.

4. ARCHITECTURAL CONTROL.

- a. No building or structure of any kind, including said private single family dwelling houses, shall be erected or constructed, or altered in any manner, on any lot in this subdivision without written approval by means of architectural control building permit from Association, acting by and through its duly appointed and authorized architectural control committee, it being the right of any applicant for such a permit to appeal any decisions of said committee to the Board of Directors of said association, and any such succeeding decision of said Board of Directors shall supersede and be final for any relevant appeal.
- b. It is expressly understood and agreed that prior to start of any construction of any kind on said lots, owner or builder shall submit to said Architectural Control Committee a check for \$100.00 made out to Terramar Beach HOA, a copy of the Build Permit issued by the City of Galveston, at least two (2) complete sets of building plans and specifications, together with a plot plan showing location of structures to be built on the lot, and also shall furnish an elevation certificate for the lot from a registered surveyor or engineer.
- c. No construction of any kind shall be commenced on any lot in this subdivision prior to issuance of said architectural control building permit by Association, through its Architectural Control Committee, or its Board of Directors, as the case may be.
- d. It shall be the authority of the Architectural Control Committee, or the Board of Directors, to approve or disapprove building plans and/or specifications, and to stipulate the type and grade of materials used in structures on said lots, and to approve or disapprove quality of workmanship, and structural details, used in construction of structures on said lots in this subdivision, and to approve or disapprove harmony of general exterior design in relation to other structures on said lots.
- e. It is further expressly understood and agreed that any violation of requirements as stipulated by the Architectural Control Committee with the issuance of the Architectural Control Committee building permit shall place owner and builder liable in damages for any expenses incurred by Association, or any affected property owner, in the enforcement of said building permit requirements.

5. DWELLING HOUSE SIZE. The entire house will be a minimum of twelve hundred (1200) square feet, and it is here provided that no such dwelling house shall be constructed on these lots on foundation piling less than 10" x 10" rough pressure treated PENTA (or equivalent approved by said Architectural Control Committee) set not less than ten (10) feet subsurface below mean elevation or lot, and not less than ten (10) feet in height above said elevation of lot for finished floor, but in no event lower than required elevation of national flood insurance act, *the City of County of Galveston*, as same may appear at time of any construction on said lots. It shall be further required that said foundation piling shall be set not more than ten (10) feet on-center apart along girder lines, and not more than twelve (12) feet on-centers apart between said girder lines. All other structural details shall be subject to the approval of Association in a manner as hereinabove set forth. Further, there shall be no dwelling house constructed on these lots more than two (2) stories in height, exclusive of height from lot grade up to first-floor level.
6. BUILDING LOCATION. The houses shall be setback from the lot lines as follows: five (5) feet for the Sides; fifteen (15) feet for the Front, and ten (10) feet for the Back. Changes to the setback lines require the approval of said Architectural Control Committee, or Board of Directors of Association, as the case may be.
7. FENCES. The owners of lots in Terramar Cove Properties shall have the right to fence their entire lot, provided that such fence shall not be more than four (4) feet in height above the lot grade, and shall not obstruct the view of neighboring lot owners, and shall not obstruct the free flow of air and breezes to neighboring lot owners, it being further provided that all fences shall be subject to approval of said Architectural Control Committee.
8. NUISANCES. No noxious or offensive faculties shall be carried on or upon any lot in this subdivision, nor shall anything be done on said lots which may become an annoyance to neighboring property owners, and any lot owner who shall perform any acts on said lots in violation of any federal, state, or local laws, shall be subject to arrest and criminal prosecution for any such illegal acts or performances.
9. OIL AND MINING OPERATION. The lots Terramar Cove Properties shall be subject to any reservations, easements, conditions and covenants of record in the office of the county clerk of Galveston County, Texas, as same shall still remain in force and be enforceable against said lots.
10. CULVERTS. Driveways serving ingress and egress for these lots shall be eighteen (18) feet concrete, not impede drainage of surface waters from any source, and where necessary, culvert drain pipes shall be installed only by the City of Galveston. Such drain pipes shall be subject to the approval of said Architectural Control Committee.
11. ANIMALS. No horses, cows, sheep, goats, swine, livestock or fowl of any kind may be kept or bred on any of said lots, except that dogs and cats, not to exceed two (2) such dogs and cats, may be kept, provided they are not kept, bred or maintained for any business or commercial purposes, but only for the personal pleasure of owners of said lots.
12. FIREARMS. The use of Firearms or any kind on or from the property or lots designated within these restrictions is expressly prohibited.
13. GARBAGE AND SEWAGE DISPOSAL.
  - a. No lot shall be used or maintained as a dumping place for garbage, trash or rubbish of any kind. No lot shall be used for a storage place for old or new lumber, or materials of any kind, or machines or equipment except during the period of construction on said lots, except said items (lumber or machines), may be kept in enclosures beneath a dwelling house on said lots.
  - b. Trash, rubbish, and garbage shall be kept only in sanitary animal-proof containers, and all such containers shall be kept clean and in a sanitary condition at all times.
  - c. Each dwelling house on said lots shall be connected to an adequate sewer system, public sewer system or state approved septic tank sewer system. No sewer system shall be allowed to drain in any manner into any ditches or waterways within or adjacent to said lots or Terramar Cove Properties.

14. GRASS MOVING AND CLEANING LOTS. The owners of lots in Terramar Cove Properties shall be responsible for keeping the grass and weeds mowed and the property cleaned in a sanitary condition at all times, and in event said owners fail to do so, it shall be the right of Association, or any contractor designated and authorized by Association, to enter upon said lots and premises and to mow and clean said property, it being hereby expressly understood and agreed that neither Association nor any contractor there-under shall be held liable for trespass or damages for entering upon any of said lots for the purpose of mowing and cleaning said lots, and said owner or owners of said lots shall be charged for, and shall pay immediately upon demand, for any costs or expenses incurred by association for performing said mowing and cleaning services.
15. GENERAL MAINTENANCE CHARGE:
- a. There is hereby imposed upon each lot of the Terramar Cove Properties an annual general maintenance charge of two hundred and fifty (\$250.00) for improved lots, and two hundred (\$200) for unimproved lots, or more as may be deemed necessary by the Board of Directors of said Association, this said general maintenance charge being due and payable on the first day of January of each calendar year, and if not so paid by owner of said lot or lots on said date, it shall be the right of said Board of Directors to impose a late charge and interest on any payments paid after said due date, such late charge to be an amount determined by said Board of Directors.
  - b. The Association has the right to commingle the general and other maintenance fees collected from lot owners of Terramar Cove Properties with similar fees collected from other lot owners that are a part of the Association, and to use such funds as may be deemed advisable and necessary by the said Board of Directors of Association for improvements, maintenance, or capital expenditures, for the benefit of Terramar Cove Properties or any part or properties part of the Association. The general maintenance fee above referred to shall be in addition to any other fees charged for grass cutting, cleaning, garbage service, or any other services for the overall benefit of Terramar Cove Properties or any property part of the Association.
  - c. It is expressly understood and agreed that any unpaid general or other maintenance or service fees charged and due on said lots shall constitute a primary lien against said property and any improvements on the lots, except, however, that any of said lot owners, or mortgagees under them, shall have the right to pay such unpaid fees and charges, together with any late charges due thereon, and by such payment, said lien shall be automatically released. It is further hereby provided that if any of said due and unpaid fees and charges are collected through any attorney or legal process, all costs of such collection will be paid by the respective lot owners immediately upon demand by Association, it being understood and agreed that such collection costs shall be added to said unpaid fees and charges due and shall become a part of said lien on said lots if such a lien shall be effective as above set forth.
  - d. In payment for the hereinabove referred to maintenance and other charges for services, the lot owners of Terramar Cove Properties shall have the right to use all recreation and other facilities of the Association, provided all fees, and late charges, if any, due from them are paid in full, and they shall have the right to also participate in and vote at all regular and special meetings of the Association, provided all said fees and late charges, if any, have been paid in full.
16. SALE OF LOTS IN THIS SUBDIVISION. Any lot in Terramar Cove Properties, if offered for sale by owner, shall be first offered to the owner of the adjacent lot, then to said association, with fifteen (15) days for either to accept or reject the offer for them to buy said property, except, however, said lot owner offering such lot for sale shall have the right to sell said property to a relative without obligation to first offer it to the adjacent property owner or the association.
17. TERM OF THESE RESTRICTIONS. All covenants of these restrictions and reservations and conditions shall run with the land, any revisions or changes thereof being only permitted as hereinabove set forth Section 1.
18. WAIVER OR INVALIDATION. The waiver or invalidation of any one or more of these restrictions, covenants and conditions by judicial process and order of any court of law, shall in no wise constitute a waiver of or invalidate any other of the covenants and conditions of these restrictions, and all or the remaining

restrictions, not invalidated as above set forth, shall remain in full force and effect for the duration of these restrictions as hereinabove set forth.

19. RESPONSIBILITY FOR BREACH OF THESE RESTRICTIONS.

- a. The terms, conditions, and covenants of these restrictions shall be binding upon all owners of lots of Terramar Cove Properties, and by their acceptance of ownership of any lot or lots in this subdivision, they shall thereby impliedly accept all terms, conditions, and covenants of these restrictions.
- b. It shall be the right of Association and any lot owner in Terramar Cove Properties to enforce full compliance with these restrictions, and in event it shall be necessary for Association or a property owner of Terramar Cove Properties to enforce these restrictions, by any means, against any violator of same, then such violator or violators shall be held liable for damages for any and all costs, attorney fees, court costs, and any other costs, sustained by Association or other property owner or owners in enforcement of these restrictions.
- c. It is provided here, however, that no member of the board or directors, individually, nor the board collectively, shall be held liable in any manner for failure to enforce these restrictions, such enforcement being a duty and responsibility of said Board of Directors, but without any personal financial responsibility in any manner from any cause from any such action or inaction.
- d. The Association shall not be held liable in any manner for failure to enforce these restrictions.
- e. It is further provided that any violator of these restrictions shall be liable for damages for any damages caused by such violations to any other property owner of Terramar Cove Properties, together with all costs of collecting any such damages and any such violator of these restrictions shall be further liable for damages, including any costs of collecting such damages, to any property owner who is a part of the Association who may be in any manner damaged by such violations.

20. FEES AND ASSESSMENTS DUE.

- a. All fees and assessments charged to lots and lot owners of Terramar Cove Properties shall be paid to the Association, upon demand by Association, being due on January first (1st) of each calendar year, and Association shall act, and is hereby duly authorized to act, as custodian of all said fees and assessments, and it shall be the authority of the Board of Directors of the Association to expend the money received from said fees and assessments in whatever manner said board shall deem advisable and to the best interest of the Terramar Cove Properties and/or other properties part of the Association, including all sections thereof, except said expenditures shall be governed by the Bylaws of the Association, including amendments to the Bylaws.
- b. It is hereby specifically provided that the said Board of Directors, individually or collectively, shall not be held liable in any manner for any actions by them relevant to the expenditure of said funds, such expenditures being a decision by their majority judgment and with no intent of misapplication of such funds or violation of the trust endowed unto them when duly elected to said Board of Directors, and their actions in expending said funds shall be hereby exempt from any claims of whatsoever nature by any property owners of Terramar Cove Properties and owners of properties part of the Association.

21. REPRESENTATION ON ASSOCIATION BOARD OF DIRECTORS. The owners of the Terramar Cove Properties will be members of Section 8 of the Association and shall have the right of representation on the Board of Directors of the Association. The other rules for Sections of the Association for directors in the Bylaws of the Association shall apply, except, however, a director from this Section shall not be limited to two (2) years tenure on the board if no other lot owner therein wishes to serve on the board.

22. MISCELLANEOUS.

- a. The owners of Terramar Cove Properties shall have, and are hereby granted, the perpetual, irrevocable, unlimited and free, but not exclusive, use of all streets, and rights or ways therefore, now developed, or hereafter developed, within the boundary of the properties part of the Association, provided all fees and assessments as hereinabove set forth are duly paid as required hereunder.

- b. The owners of the Terramar Cove Properties are, by this writing, designated and declared to be a part of greater Terramar Beach Subdivision, even though recorded as a separate and distinct subdivision, for all practical purposes, being in fact an additional section of Terramar Beach Subdivision, being also subject to the basic restrictions for Terramar Beach Subdivisions, except that the restrictions hereinabove stipulated for the Terramar Cove Properties shall supersede and take precedence over any conflict of conditions and covenants by any other restrictions relevant to the lots of Terramar Cove Properties. The restrictions set forth herein for the Terramar Cove Properties shall prevail over any other restrictions, reservations, conditions or covenants set forth in any other instrument, recorded or unrecorded.
23. RE-SUBDIVISION. No lot may be re-subdivided except between or among the owners of abutting lots and thereafter each owner's resulting oversize tract shall be considered as one lot.
24. DRAINAGE STRUCTURES. Drainage structures under private driveways shall be either of two types: (1) where the drainage ditch is of sufficient size to accommodate the culvert as described herein without causing the driveway to be elevated above the street level, drainage structures shall be buried underneath the private driveway, and shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of 1 3/4 square feet (18-inch diameter pipe culvert); (2) where the drainage ditch is of insufficient size to accommodate the culvert above described, the drainage structure may be a dip in the private driveway that will allow the free flow of water over the driveway.
25. EXCAVATION OR FILLING. The excavation or the removal of soil from any lot is prohibited except where necessary in conjunction with landscaping or construction being done on such lot. No filling material which will have the effect of changing the grade level of any lot shall be placed on such lot without the prior approval in writing of the Control Committee, the City of Galveston and any other governmental agencies having jurisdiction thereof if any.
26. SIGNS AND BILLBOARDS. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any lot without the prior consent in writing of the Architectural Control Committee. The Association shall have the right to remove any such signs, advertisements, billboards or structures placed on any lot in Terramar Cove Properties without such consent, and in so doing shall not be liable for trespass or any damages in connection therewith or arising from such removal.
27. ASSOCIATION RESPONSIBILITY.
- a. The Association shall be responsible for all backlot and sidelot drainage swale maintenance. The city of Galveston assumes no maintenance responsibilities for interior lot drainage swales. According to PLAT RECORD 2008A, MAP NO. 10; 2008004367.
  - b. In addition to the ownership interests set forth in the preliminary information of this document, JLE Investors Inc., also owns the Greenspaces "A-D" as referenced in the PLAT RECORD 2008A, MAP NO. 10; 2008004367. JLE Investors will transfer title to the Greenspaces to the Association if and after the Association approves the inclusion of Lots 1-13 of the Terramar Cove Subdivision as a part of the Association. Thereafter the Association will be responsible for the maintenance of the Greenspaces A-D as referenced in the PLAT RECORD 2008A, MAP NO. 10; 2008004367.
28. TEXAS PROPERTY CODE SECTION 209 APPLICATION.
- a. WHEREAS, Texas Property Code Section 209.002(3) provides that "'Declaration' means an instrument filed in the real property records of a county that includes restrictive covenants governing a residential subdivision;"
  - b. WHEREAS, Texas Property Code Section 209.0041(h) grants property owners the right to amend a declaration by a vote of sixty-seven percent (67%) of the total votes allocated to the property owners in the Association. Specifically, Texas Property Code, Section 209.0041 (h) states, "[e]xcept as provided by this subsection, a declaration may be amended only by a vote of 67 percent of the total votes allocated to property, owners in the property owners' association, in

addition to any governmental approval required by law. **If the declaration, contains a lower percentage, the percentage in the declaration controls;**" [Emphasis added.]

- c. WHEREAS, per Texas Property Code Section 209.0041 (h) and this Declaration, may be amended by a vote of a majority of the total votes allocated to property owners in Association; and
- d. WHEREAS, the Restrictive Covenants and Declarations for Terramar Cove has been approved at the board of directors at the meeting held on MARCH 11<sup>th</sup>, 2017, as attested to by the President of the Association below.

be it hereby acknowledged that we, the undersigned,

Bridgewater Homes, LLC, Peter Allen, Director

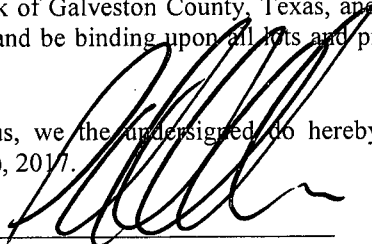
Dennie Teer, III

Richard Kalmick


duly constituting 100% of all the owners of Terramar Cove Properties, do hereby approve the foregoing covenants of restrictions for Terramar Cove Properties, and do hereby further agree that said restrictions shall be duly recorded in the office of the county clerk of Galveston County, Texas, and do further agree that said restrictions shall from this date and hereafter prevail and be binding upon all lots and properties, and all owners thereof, of the Terramar Cove Properties.

By authority duly vested in us, we the undersigned, do hereby execute this instrument on this the 11<sup>th</sup> day of MARCH (month), 2017.


signed :

  
Peter Allen, Director, Bridgewater Homes, LLC,

signed :

  
Dennie Teer, III

signed:

  
Richard Kalmick

signed:

  
Bonnie English, President of Terramar Beach Community Improvement Association

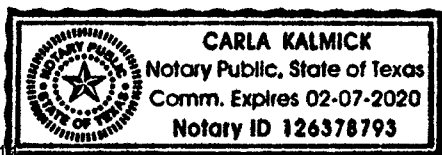
The State of Texas :

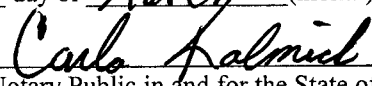
County of Harris :

Before me, the undersigned authority, on this day personally appeared Peter Allen known to me to be the person whose name is subscribed to the foregoing instrument, as Director of Bridgewater Homes, LLC, a Texas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 11<sup>th</sup> day of March (month) 2017.

(seal)



  
Notary Public in and for the State of Texas

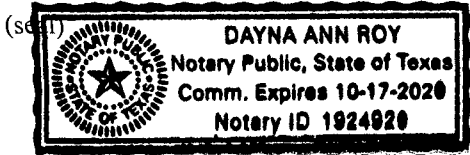


The State of Texas :

County of Galveston :

Before me, the undersigned authority, on this day personally appeared Dennie Teer, III, 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, in the capacity therein stated.

Given under my hand and seal of office this the 11<sup>th</sup> day of March (month) 2017.



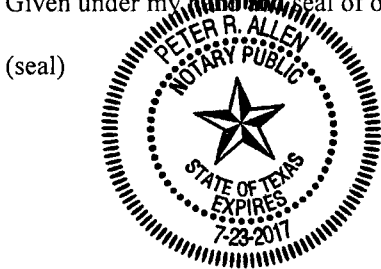
\_\_\_\_\_  
Notary Public in and for the State of Texas

The State of Texas :

County of HARRIS :

Before me, the undersigned authority, on this day personally appeared Richard Kalmick, 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.

Given under my hand and seal of office this the 11<sup>th</sup> day of MARCH (month) 2017.



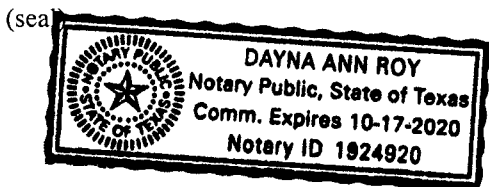
\_\_\_\_\_  
Notary Public in and for the State of Texas

The State of Texas :

County of Galveston :

Before me, the undersigned authority, on this day personally appeared Bonnie English, President of the Terramar Beach Community Improvement Association, 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.

Given under my hand and seal of office this the 11<sup>th</sup> day of March (month) 2017.



\_\_\_\_\_  
Notary Public in and for the State of Texas

**FILED AND RECORDED**

Instrument Number: 2017019219

Recording Fee: 58.00

Number Of Pages: 10

Filing and Recording Date: 03/30/2017 9:58AM

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.



A handwritten signature in black ink that reads "Dwight D. Sullivan". The signature is written in a cursive style and is positioned above a horizontal line.

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.*