

**PETITION FOR THE ADDITION TO AND MODIFICATION
OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BOCA RATON A SUBDIVISION IN GALVESTON COUNTY, TEXAS**

**I.
SUBDIVISION NAME**

BOCA RATON

**II.
PLAT RECORDS**

Volume 18, Page 352 Official Records of Real Property of Galveston County, Texas

**III.
RESTRICTIONS**

Clerk's File Number 9206556, Film Code Number 008-01-1817 through 008-01-1839
of the Official Records of Real Property of Galveston County, Texas.

**IV.
TEXT OF NEW ARTICLE III, SECTION 9, SIGNS AND BILLBOARDS
INCLUDING ADDITIONS AND MODIFICATIONS**

Article III

Section 9. Signs and Billboards. Lot owners are permitted to display signs subject to the provisions of this Section and guidelines issued by the Board of Directors. All Signs must be approved by the Architectural Control Committee (ACC) except for those signs exempt in Subsection a:

a. Signs not requiring ACC approval:

(1) One sign for each Lot of not more than twenty-eight (28) inches by thirty-eight (38) inches solely advertising the Lot for sale or rent.

(2) Security Company signs that are less than twelve (12) inches by twelve (12) inches and placed within six (6) feet of a home. Only one such sign may be visible from the street.

(3) School activity or sports participation signs of not more than twenty-eight (28) inches by thirty-eight (38) inches may be placed within eight (8) feet of the front entrance to a home, provided, however, such signs must not detract from the overall appearance of the Subdivision. The sign must be removed within thirty (30) days following the end of the student's participation in the activity.

(4) Signs relating to holidays or other traditional seasonal celebrations are addressed in a separate Section of these Covenants.

(5) Political signs that are no more than twenty-eight (28) inches by thirty-eight (38) inches and placed within eight (8) feet of the front entrance to the home. Political signs may be placed thirty (30) days prior to the election day and must be removed within forty-eight (48) hours after the election is held. Only one political sign may be on display. Homeowners wishing to campaign for several candidates must rotate the signs or combine the names of candidates to fit the size limitation.

Signs displayed under Subsection 9a must be well maintained at all times. They must be removed if faded by the sun, weathered, broken, vandalized, or if they have peeling or chipped paint. Signs not maintained in good repair are a nuisance and annoyance to the Subdivision.

b. Prohibitions. Exhibition and display of all other signs, billboards, posters, or advertising devices of any kind, including without limitation business, professional, promotional, or institutional signs, on any Lot, or upon any residence, or within the Subdivision, is prohibited unless the sign is approved for display by the ACC in accordance with guidelines issued by the Board of Directors.

c. Approval. The ACC may approve written requests from residents to display signs not meeting the exceptions outlined in Subsection 9a above on a case by case basis, subject to guidelines issued by the Board of Directors.

d. Removal of Unauthorized/Unapproved Signs and Billboards. The Board of Directors and Officers of the Association may require the removal of any such sign, advertisement, billboard or structure placed on any Lot or within the subdivision that violates this Section. Failure to comply with the request for removal may subject the offender to penalties enacted by the Board of Directors or actions at law.

V.

COMPARISON BETWEEN ORIGINAL ARTICLE III, SECTION 9 AND ARTICLE III, SECTION 9 WITH ADDITIONS AND MODIFICATIONS

1. Underlined passages are deleted.
2. Indented passages are substituted for deleted passages.

DELETED:

SECTION 9. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any Lot or plot except one sign of not more than ten (10) square feet advertising the particular lot or plot on which the sign is situated for sale or rent. The right is reserved by Declarant to construct and maintain such signs, billboards, or advertising devices as is customary in connection with the general sale of property in this Subdivision. In no event shall any sign, billboard, poster, or advertising device of any character, other than as specifically prescribed in the first sentence of this Paragraph 9, be

erected permitted or maintained on any Lot or plot without the express prior written consent of the Architectural Control Committee.

The term "Declarant" as used in this Paragraph 9 shall refer to said entities and such successors or assigns of such entities to whom the rights under this Paragraph 9 are expressly and specifically transferred.

SUBSTITUTED:

Section 9. Signs and Billboards. Lot owners are permitted to display signs subject to the provisions of this Section and guidelines issued by the Board of Directors. All Signs must be approved by the Architectural Control Committee (ACC) except for those signs exempt in Subsection a:

a. Signs not requiring ACC approval:

(1) One sign for each Lot of not more than twenty-eight (28) inches by thirty-eight (38) inches solely advertising the Lot for sale or rent.

(2) Security Company signs that are less than twelve (12) inches by twelve (12) inches and placed within six (6) feet of a home. Only one such sign may be visible from the street.

(3) School activity or sports participation signs of not more than twenty-eight (28) inches by thirty-eight (38) inches may be placed within eight (8) feet the front entrance to a home, provided, however, such signs must not detract from the overall appearance of the Subdivision. The sign must be removed within thirty (30) days following the end of the student's participation in the activity.

(4) Signs relating to holidays or other traditional seasonal celebrations are addressed in a separate Section of these Covenants.

(5) Political signs that are no more than twenty-eight (28) inches by thirty-eight (38) inches and placed within eight (8) feet of the front entrance to the home. Political signs may be placed thirty (30) days prior to the election day and must be removed within forty-eight (48) hours after the election is held. Only one political sign may be on display. Homeowners wishing to campaign for several candidates must rotate the signs or combine the names of candidates to fit the size limitation.

Signs displayed under Subsection 9a must be well maintained at all times. They must be removed if faded by the sun, weathered, broken, vandalized, or if they have peeling or chipped paint. Signs not maintained in good repair are a nuisance and annoyance to the Subdivision.

b. Prohibitions. Exhibition and display of all other signs, billboards, posters, or advertising devices of any kind, including without limitation business, professional, promotional, or institutional signs, on any Lot, or upon any residence, or within the Subdivision, is prohibited unless the sign is approved for display by the ACC in accordance with guidelines issued by the Board of Directors.

c. Approval. The ACC may approve written requests from residents to display signs not meeting the exceptions outlined in Subsection 9a above on a case by case basis, subject to guidelines issued by the Board of Directors.

d. Removal of Unauthorized/Unapproved Signs and Billboards. The Board of Directors and Officers of the Association may require the removal of any such sign, advertisement, billboard or structure placed on any Lot or within the subdivision that violates this Section. Failure to comply with the request for removal may subject the offender to penalties enacted by the Board of Directors or actions at law.

(End of text of Restriction Comparison)

VI.

NOTICE OF CHALLENGE PROCEDURE

NOTICE IS HEREBY GIVEN THAT OWNERS WHO DO NOT SIGN THE PETITION AND WHO WISH TO CHALLENGE THE PROCEDURE FOLLOWED ADDING TO AND MODIFYING THE RESTRICTIONS MUST FILE SUIT UNDER SECTION 201.010 OF THE TEXAS PROPERTY CODE BEFORE THE 181ST DAY AFTER THE DATE ON WHICH THE CERTIFICATE OF COMPLIANCE FOR BOCA RATON IS FILED IN THE REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS, AND/OR MAY DELETE THEIR PROPERTY FROM THE ADDITIONAL AND MODIFIED RESTRICTIONS BY FILING BEFORE ONE (1) YEAR AFTER THE DATE ON WHICH THE OWNER RECEIVES ACTUAL NOTICE OF THE FILING OF THIS PETITION AN ACKNOWLEDGED STATEMENT DESCRIBING THE OWNER'S PROPERTY BY REFERENCE TO THE RECORDED PLAT OF THE SUBDIVISION AND STATING THAT THE OWNER ELECTS TO HAVE THE PROPERTY DELETED AND EXCLUDED FROM THE ADDITIONAL AND MODIFIED RESTRICTIONS.

VII.

PROCEDURE FOR VOLUNTARY AGREEMENT TO RESTRICTION AFTER RECORDATION OF CERTIFICATE OF COMPLIANCE

Owners who desire to enter into these restrictions, covenants and conditions after the recordation of the Certificate of Compliance for Boca Raton may do so by the execution and recordation in the Deed Records of Galveston County, Texas, of the following document:

**PETITION FOR THE ADDITION TO AND MODIFICATION
OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BOCA RATON A SUBDIVISION IN GALVESTON COUNTY, TEXAS**

**I.
SUBDIVISION NAME**

BOCA RATON

**II.
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**III.
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Clerk's File Number 9206556, Film Code Number 008-01-1817 through 008-01-1839 of the Official Records of Real Property of Galveston County, Texas.

**IV.
TEXT OF NEW ARTICLE III, SECTION 8 INCLUDING ADDITIONS AND MODIFICATIONS**

Section 8. Accessory Structures; Temporary Structures; Storage of Boats, Automobiles, Trailers, or Other Vehicles.

a. Accessory Structures.

(1) An Accessory Structure such as a storage shed, gazebo, greenhouse, in-ground or above ground swimming pool, or other type of outbuilding or structure intended or designed for permanent use on a Lot, may be erected or used on any Lot with prior written approval of the Architectural Control Committee (ACC). A building permit must be obtained from the City of Friendswood prior to erecting Accessory Structures.

(2) Modification to an existing Accessory Structure that was previously approved by the ACC requires prior written approval of the ACC for the modification. This requirement of approval for modification also applies to any Accessory Structure erected without prior written approval of the ACC, or the Board of Directors for the Boca Raton Homeowners' Association, Inc., with or without a building permit, that may have been granted a variance, or "grandfathered", by the Developer, a builder, the previous ACC formed prior to April 1, 1996, or the current Board of Directors.

(3) Building plans, specifications, and a plot plan showing location must be submitted to the ACC for all proposed Accessory Structures or modifications to existing Accessory Structures in accordance with Article IV, Section 1, of these Covenants. The ACC reserves the right to approve or disapprove such requests, or require additional technical information or other data needed for its final determination in accordance with Article IV, Section 1.

(4) Guidelines for the construction of Accessory Structures, other than in-ground swimming pools, are as follows:

- * Maximum size: 120 square feet.
- * Maximum height: 10 feet.
- * Basic construction must be similar to a detached garage:
 - **Paint to match garage.
 - **Roof to be of same composition as a detached garage or house.
 - **Framing and siding to match a detached garage or house.
 - **Windstorm construction using hurricane straps with framing anchored to the foundation is mandatory.
 - **Eaves and soffits to match a detached garage or house.
 - **No brick front is required.
 - **Overhead style door must match the garage door, if used.
 - **Concrete foundation is required.
- * No type of wind turbines are allowed on the roof.
- * All Accessory Structures on a corner lot must be constructed in the corner furthest from the streets.
- * Accessory Structures that are gazebos may be painted to match the existing garage or left natural to weather.
- * All Accessory Structures must be properly maintained and present a neat and attractive appearance.
- * All Accessory Structures, including in-ground swimming pools, must be constructed in accordance with local building codes and city ordinances.

(5) The Association, acting through the Board of Directors, shall have the right to amend, modify, or abandon any of the provisions of Article III, Section 8a(4). Such changes must be consistent with and in furtherance of the general plan and scheme of the development as evidenced by this Declaration. Any change must be recorded in the minutes of the Association; the membership must be notified of the change in writing; and the change must be recorded in the Deed Records of Galveston County six (6) months after the date of the notice to the members. The members may present a "Petition for Referendum" to the Board of Directors signed by fifteen percent (15%) of the members prior to

recording of the amendment document. The proposed changes will then be brought before the membership at a special meeting should the Board receive a properly signed "Petition for Referendum" prior to recording in the Deed Records. The proposed changes will then require written agreement by signed ballots of sixty percent (60%) of the total membership. Changes will become effective immediately upon recording of the amendment document in the Deed Records.

(6) The Board of Directors in joint decision with the ACC may grant a variance to the construction guidelines for Accessory Structures if such variance is requested by the Lot Owner. Lot Owners requesting a variance must show that granting the variance is in the best interests of the neighborhood and will not impact adversely on property value.

b. Temporary Structures. Temporary Structures are any type of structure that is not designed to be an approved permanent Accessory Structure as outlined in Section 8a. Temporary Structures pose a potential safety hazard to the Subdivision in the event of adverse weather conditions. Therefore:

(1) Temporary Structures such as trailers, mobile homes, modular structures/buildings, basements, tents, shacks, car ports, barns, or other outbuildings may not be erected or placed on any lot for any type of use, either temporarily or permanently. The Board of Directors may develop and pass guidelines to further clarify this prohibition.

(2) Requests for a variance to the prohibition of Temporary Structures may be submitted to the ACC for review and consideration. Approvals for any variance granted under this Subsection will stipulate the type of structure, length of time permissible, and a date when the Temporary Structure must be removed. Temporary Structures required for the construction of a home or modification to an existing home can be approved by the ACC under this Subsection.

c. Storage of Automobiles, Boats, Trailers, and Other Vehicles.

(1) Motor vehicles may not be parked or stored on any part of any Lot, easement, right-of-way, or common area or in the street adjacent to any Lot, easement, right-of-way or common area unless such vehicle is concealed from public view inside a garage or other approved enclosure. However, passenger automobiles, passenger vans, motorcycles, pickup trucks, or pickup trucks with attached bed campers, that are in operating condition, having current license plates and inspection stickers, and are in daily use as motor vehicles on the streets and highways of the state of Texas, may be parked on driveways overnight. Daily use is defined as driven off of the driveway and away from the Subdivision through the normal working day.

(2) A non-motorized vehicle, trailer, recreational vehicle, boat, marine craft, hover craft, aircraft, machinery, or equipment of any kind may not be parked or stored, in any part of any Lot, easement, right-of-way, or common area or in the street adjacent to such Lot, easement, right-of-way, or common area unless such object is concealed from public view inside a garage or other approved enclosure. Maintenance and repair of non-motorized vehicles outside of a garage or other approved enclosure is permitted provided the vehicle is not left outside a garage or other approved enclosure overnight.

(3) This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair, or maintenance of a house or houses in the immediate vicinity.

(4) This restriction shall not apply to any recreational vehicle or trailer of a relative or visitor to a homeowner who visits for three (3) days or less. Vehicles must not be parked so that the vehicle obstructs traffic on a street. Homeowners must notify the Board of Directors in writing to request a variance to this Subsection to park recreational vehicles or trailers of a visitor longer than three (3) days. Requests for a variance must state the address, type of vehicle, and duration (start and end dates) of the visit.

d. Variances. Variances to the requirements of Article III, Section 8, may be approved on a case by case basis subject to future guidelines enacted by the Board of Directors.

V.

COMPARISON BETWEEN ORIGINAL ARTICLE III, SECTION 8 AND
ARTICLE III, SECTION 8 WITH ADDITIONS AND MODIFICATIONS

1. Underlined passages are deleted.

2. Indented passages are substituted for deleted passages.

3. CAPITALIZED PASSAGES ARE ADDITIONS

DELETED:

SECTION 8. TEMPORARY STRUCTURES. No structures of a temporary character, whether trailer, basement, tent, shack, garage, barn, or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place, and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences, and constructing other improvements upon the Properties. Such facilities may not necessarily be limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities. No truck, trailer, automobile, or other vehicle shall be stored, parked, or kept on any Lot or in the street in front of the Lot unless such vehicle is in day-to-day use; provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage permitted on any Lot covered hereby.

ADDED:

SECTION 8, ACCESSORY STRUCTURES; TEMPORARY STRUCTURES; STORAGE OF BOATS, AUTOMOBILES, TRAILERS, OR OTHER VEHICLES.

A. ACCESSORY STRUCTURES.

(1) AN ACCESSORY STRUCTURE SUCH AS A STORAGE SHED, GAZEBO, GREENHOUSE,

IN-GROUND OR ABOVE GROUND SWIMMING POOL, OR OTHER TYPE OF OUTBUILDING OR STRUCTURE INTENDED OR DESIGNED FOR PERMANENT USE ON A LOT, MAY BE ERECTED OR USED ON ANY LOT WITH PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE (ACC). A BUILDING PERMIT MUST BE OBTAINED FROM THE CITY OF FRIENDSWOOD PRIOR TO ERECTING ACCESSORY STRUCTURES.

(2) MODIFICATION TO AN EXISTING ACCESSORY STRUCTURE THAT WAS PREVIOUSLY APPROVED BY THE ACC REQUIRES PRIOR WRITTEN APPROVAL OF THE ACC FOR THE MODIFICATION. THIS REQUIREMENT OF APPROVAL FOR MODIFICATION ALSO APPLIES TO ANY ACCESSORY STRUCTURE ERECTED WITHOUT PRIOR WRITTEN APPROVAL OF THE ACC, OR THE BOARD OF DIRECTORS FOR THE BOCA RATON HOMEOWNERS' ASSOCIATION, INC., WITH OR WITHOUT A BUILDING PERMIT, THAT MAY HAVE BEEN GRANTED A VARIANCE, OR "GRANDFATHERED", BY THE DEVELOPER, A BUILDER, THE PREVIOUS ACC FORMED PRIOR TO APRIL 1, 1996, OR THE CURRENT BOARD OF DIRECTORS.

(3) BUILDING PLANS, SPECIFICATIONS, AND A PLOT PLAN SHOWING LOCATION MUST BE SUBMITTED TO THE ACC FOR ALL PROPOSED ACCESSORY STRUCTURES OR MODIFICATIONS TO EXISTING ACCESSORY STRUCTURES IN ACCORDANCE WITH ARTICLE IV, SECTION 1, OF THESE COVENANTS. THE ACC RESERVES THE RIGHT TO APPROVE OR DISAPPROVE SUCH REQUESTS, OR REQUIRE ADDITIONAL TECHNICAL INFORMATION OR OTHER DATA NEEDED FOR ITS FINAL DETERMINATION IN ACCORDANCE WITH ARTICLE IV, SECTION 1.

(4) GUIDELINES FOR THE CONSTRUCTION OF ACCESSORY STRUCTURES, OTHER THAN IN-GROUND SWIMMING POOLS, ARE AS FOLLOWS:

- * MAXIMUM SIZE: 120 SQUARE FEET.
- * MAXIMUM HEIGHT: 10 FEET.
- * BASIC CONSTRUCTION MUST BE SIMILAR TO A DETACHED GARAGE:
 - **PAINT TO MATCH GARAGE.
 - **ROOF TO BE OF SAME COMPOSITION AS A DETACHED GARAGE OR HOUSE.
 - **FRAMING AND SIDING TO MATCH A DETACHED GARAGE OR HOUSE.
 - **WINDSTORM CONSTRUCTION USING HURRICANE STRAPS WITH FRAMING ANCHORED TO THE FOUNDATION IS MANDATORY.

**EAVES AND SOFFITS TO MATCH A DETACHED GARAGE OR HOUSE.

**NO BRICK FRONT IS REQUIRED.

**OVERHEAD STYLE DOOR MUST MATCH THE GARAGE DOOR, IF USED.

**CONCRETE FOUNDATION IS REQUIRED.

- * NO TYPE OF WIND TURBINES ARE ALLOWED ON THE ROOF.
- * ALL ACCESSORY STRUCTURES ON A CORNER LOT MUST BE CONSTRUCTED IN THE CORNER FURTHEST FROM THE STREETS.
- * ACCESSORY STRUCTURES THAT ARE GAZEBOS MAY BE PAINTED TO MATCH THE EXISTING GARAGE OR LEFT NATURAL TO WEATHER.
- * ALL ACCESSORY STRUCTURES MUST BE PROPERLY MAINTAINED AND PRESENT A NEAT AND ATTRACTIVE APPEARANCE.
- * ALL ACCESSORY STRUCTURES, INCLUDING IN-GROUND SWIMMING POOLS, MUST BE CONSTRUCTED IN ACCORDANCE WITH LOCAL BUILDING CODES AND CITY ORDINANCES.

(5) THE ASSOCIATION, ACTING THROUGH THE BOARD OF DIRECTORS, SHALL HAVE THE RIGHT TO AMEND, MODIFY, OR ABANDON ANY OF THE PROVISIONS OF ARTICLE III, SECTION 8A(4). SUCH CHANGES MUST BE CONSISTENT WITH AND IN FURTHERANCE OF THE GENERAL PLAN AND SCHEME OF THE DEVELOPMENT AS EVIDENCED BY THIS DECLARATION. ANY CHANGE MUST BE RECORDED IN THE MINUTES OF THE ASSOCIATION; THE MEMBERSHIP MUST BE NOTIFIED OF THE CHANGE IN WRITING; AND THE CHANGE MUST BE RECORDED IN THE DEED RECORDS OF GALVESTON COUNTY SIX (6) MONTHS AFTER THE DATE OF THE NOTICE TO THE MEMBERS. THE MEMBERS MAY PRESENT A "PETITION FOR REFERENDUM" TO THE BOARD OF DIRECTORS SIGNED BY FIFTEEN PERCENT (15%) OF THE MEMBERS PRIOR TO RECORDING OF THE AMENDMENT DOCUMENT. THE PROPOSED CHANGES WILL THEN BE BROUGHT BEFORE THE MEMBERSHIP AT A SPECIAL MEETING SHOULD THE BOARD RECEIVE A PROPERLY SIGNED "PETITION FOR REFERENDUM" PRIOR TO RECORDING IN THE DEED RECORDS. THE PROPOSED CHANGES WILL THEN REQUIRE WRITTEN AGREEMENT BY SIGNED BALLOTS OF SIXTY PERCENT (60%) OF THE TOTAL MEMBERSHIP. CHANGES WILL BECOME EFFECTIVE IMMEDIATELY UPON RECORDING OF THE AMENDMENT DOCUMENT IN THE DEED RECORDS.

(6) THE BOARD OF DIRECTORS IN JOINT DECISION WITH THE ACC MAY GRANT A VARIANCE TO THE CONSTRUCTION GUIDELINES FOR ACCESSORY STRUCTURES IF SUCH VARIANCE IS REQUESTED BY THE LOT OWNER. LOT OWNERS REQUESTING A

VARIANCE MUST SHOW THAT GRANTING THE VARIANCE IS IN THE BEST INTERESTS OF THE NEIGHBORHOOD AND WILL NOT IMPACT ADVERSELY ON PROPERTY VALUE.

SUBSTITUTED:

B. TEMPORARY STRUCTURES. Temporary structures are any type of structure that is not designed to be an approved permanent accessory structure as outlined in Section 8a. Temporary structures pose a potential safety hazard to the subdivision in the event of adverse weather conditions. Therefore:

(1) Temporary structures such as trailers, mobile homes, modular structures/buildings, basements, tents, shacks, car ports, barns, or other outbuildings may not be erected or placed on any lot for any type of use, either temporarily or permanently. The Board of Directors may develop and pass guidelines to further clarify this prohibition.

(2) Requests for a variance to the prohibition of temporary structures may be submitted to the ACC for review and consideration. Approvals for any variance granted under this subsection will stipulate the type of structure, length of time permissible, and a date when the temporary structure must be removed. Temporary structures required for the construction of a home or modification to an existing home can be approved by the ACC under this subsection.

ADDED:

C. STORAGE OF AUTOMOBILES, BOATS, TRAILERS, AND OTHER VEHICLES.

(1) MOTOR VEHICLES MAY NOT BE PARKED OR STORED ON ANY PART OF ANY LOT, EASEMENT, RIGHT-OF-WAY, OR COMMON AREA OR IN THE STREET ADJACENT TO ANY LOT, EASEMENT, RIGHT-OF-WAY OR COMMON AREA UNLESS SUCH VEHICLE IS CONCEALED FROM PUBLIC VIEW INSIDE A GARAGE OR OTHER APPROVED ENCLOSURE. HOWEVER, PASSENGER AUTOMOBILES, PASSENGER VANS, MOTORCYCLES, PICKUP TRUCKS, OR PICKUP TRUCKS WITH ATTACHED BED CAMPERS, THAT ARE IN OPERATING CONDITION, HAVING CURRENT LICENSE PLATES AND INSPECTION STICKERS, AND ARE IN DAILY USE AS MOTOR VEHICLES ON THE STREETS AND HIGHWAYS OF THE STATE OF TEXAS, MAY BE PARKED ON DRIVEWAYS OVERNIGHT. DAILY USE IS DEFINED AS DRIVEN OFF OF THE DRIVEWAY AND AWAY FROM THE SUBDIVISION THROUGH THE NORMAL WORKING DAY.

(2) A NON-MOTORIZED VEHICLE, TRAILER, RECREATIONAL VEHICLE, BOAT, MARINE CRAFT, HOVER CRAFT, AIRCRAFT, MACHINERY, OR EQUIPMENT OF ANY KIND MAY NOT BE PARKED OR STORED, IN ANY PART OF ANY LOT, EASEMENT, RIGHT-OF-WAY, OR COMMON AREA OR IN THE STREET ADJACENT TO SUCH LOT, EASEMENT, RIGHT-OF-WAY, OR COMMON AREA UNLESS SUCH OBJECT IS COMPLETELY CONCEALED FROM PUBLIC VIEW INSIDE A GARAGE OR OTHER APPROVED ENCLOSURE. MAINTENANCE AND REPAIR OF NON-MOTORIZED VEHICLES OUTSIDE OF A GARAGE OR OTHER

APPROVED ENCLOSURE IS PERMITTED PROVIDED THE VEHICLE IS NOT LEFT OUTSIDE A GARAGE OR OTHER APPROVED ENCLOSURE OVERNIGHT.

(3) THIS RESTRICTION SHALL NOT APPLY TO ANY VEHICLE, MACHINERY, OR EQUIPMENT TEMPORARILY PARKED AND IN USE FOR THE CONSTRUCTION, REPAIR, OR MAINTENANCE OF A HOUSE OR HOUSES IN THE IMMEDIATE VICINITY.

(4) THIS RESTRICTION SHALL NOT APPLY TO ANY RECREATIONAL VEHICLE OR TRAILER OF A RELATIVE OR VISITOR TO A HOMEOWNER WHO VISITS FOR THREE (3) DAYS OR LESS. VEHICLES MUST NOT BE PARKED SO THAT THE VEHICLE OBSTRUCTS TRAFFIC ON A STREET. HOMEOWNERS MUST NOTIFY THE BOARD OF DIRECTORS IN WRITING TO REQUEST A VARIANCE TO THIS SUBSECTION TO PARK RECREATIONAL VEHICLES OR TRAILERS OF A VISITOR LONGER THAN THREE (3) DAYS. REQUESTS FOR A VARIANCE MUST STATE THE ADDRESS, TYPE OF VEHICLE, AND DURATION (START AND END DATES) OF THE VISIT.

D. VARIANCES. VARIANCES TO THE REQUIREMENTS OF ARTICLE III, SECTION 8, MAY BE APPROVED ON A CASE BY CASE BASIS SUBJECT TO FUTURE GUIDELINES ENACTED BY THE BOARD OF DIRECTORS.

(End of text of Restriction Comparison)

VI.
NOTICE OF CHALLENGE PROCEDURE

NOTICE IS HEREBY GIVEN THAT OWNERS WHO DO NOT SIGN THE PETITION AND WHO WISH TO CHALLENGE THE PROCEDURE FOLLOWED ADDING TO AND MODIFYING THE RESTRICTIONS MUST FILE SUIT UNDER SECTION 201.010 OF THE TEXAS PROPERTY CODE BEFORE THE 181ST DAY AFTER THE DATE ON WHICH THE CERTIFICATE OF COMPLIANCE FOR BOCA RATON IS FILED IN THE REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS, AND/OR MAY DELETE THEIR PROPERTY FROM THE ADDITIONAL AND MODIFIED RESTRICTIONS BY FILING BEFORE ONE (1) YEAR AFTER THE DATE ON WHICH THE OWNER RECEIVES ACTUAL NOTICE OF THE FILING OF THIS PETITION AN ACKNOWLEDGED STATEMENT DESCRIBING THE OWNER'S PROPERTY BY REFERENCE TO THE RECORDED PLAT OF THE SUBDIVISION AND STATING THAT THE OWNER ELECTS TO HAVE THE PROPERTY DELETED AND EXCLUDED FROM THE ADDITIONAL AND MODIFIED RESTRICTIONS.

VII.
PROCEDURE FOR VOLUNTARY AGREEMENT TO RESTRICTION
AFTER RECORDATION OF CERTIFICATE OF COMPLIANCE

Owners who desire to enter into these restrictions, covenants and conditions after the recordation of the Certificate of Compliance for Boca Raton may do so by the execution and recordation in the Deed Records of

**PETITION FOR THE ADDITION TO AND MODIFICATION
OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BOCA RATON A SUBDIVISION IN GALVESTON COUNTY, TEXAS**

**I.
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**II.
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of the Official Records of Real Property of Galveston County, Texas.

**IV.
TEXT OF NEW ARTICLE III, SECTION 4, TYPE OF CONSTRUCTION,
MATERIALS, AND LANDSCAPE**

Article III

Section 4. Type of Construction, Materials, and Landscape.

(j) Antennas or Satellite Dishes: Antennas and satellite dishes that are one meter or smaller intended for the reception of television signals, radio signals, or citizen band signals are permitted subject to the provisions of this Section and any guidelines enacted by the Board of Directors.

(1) Antennas. Antennas intended to receive television, radio, or citizen band signals may be installed. It is recommended that they be concealed in the attic space of the residence or garage, or located in a place not visible from the front of the structure or above the fence line.

(2) Satellite Dishes. Satellite dishes that are one meter in size or smaller intended to receive television, radio, or citizen band signals may be installed provided the satellite dish does not project above the roof line of the home or garage, or be visible from the front of the structure or above the fence line.

(3) Nothing in this Section requires installation of the antenna or satellite dish in a location from which an acceptable quality signal cannot be received, or in a location which unreasonably increases the cost of installation or unreasonably delays installation.

- (4) Owners are responsible for all costs associated with the antenna or satellite dish, to include:
- (a) Placement (or replacement), repair, maintenance, and relocation or removal of the antenna or satellite dish.
 - (b) Repair of damages to common areas, other lots and any other property damaged by antennas' installation, maintenance or use.
 - (c) Pay medical expenses incurred by persons injured by antenna or satellite dish maintenance or use.
 - (d) Reimburse residents or the Association for the damages caused by antenna or satellite dish installation, maintenance, or use.
 - (e) Antennas and satellite dishes must be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions.
- (5) Prohibited Antennas or Satellite Dishes. The following antennas or satellite dishes are prohibited:
- (a) Satellite dishes larger than one meter.
 - (b) All transmission antennas or satellite dishes unless approved by the Board of Directors.
 - (c) All antennas not covered by the Federal Communications Commission rule.
 - (d) Antennas or satellite dishes that encroach upon common areas or any other Owner's property.
 - (e) The Board of Directors may require the relocation or removal of any antenna or satellite dish that interferes with the reception of television or radio signals of any other Lot in the Subdivision.
 - (f) Exceptions or variances to these prohibitions may be granted subject to guidelines enacted by the Board of Directors.
- (6) Enforcement. If the rules in this Section are violated, the Association may bring action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the Association's rule is enforceable, a fine of \$50.00 shall be imposed by the Association

for each violation, plus court costs. If the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day that the violation continues. The Association shall be entitled to reasonable attorney's fees, costs, and expenses incurred in the enforcement of this policy to the extent permitted by law. The Association may seek injunctive relief to prohibit or seek removal of the installation if the antenna or satellite dish poses a serious, immediate safety hazard.

V.

**COMPARISON BETWEEN ORIGINAL ARTICLE III, SECTION 4 AND
ARTICLE III, SECTION 4 WITH ADDITIONS AND MODIFICATIONS**

1. Underlined passages are deleted.
2. Indented passages are substituted for deleted passages.

DELETED:

Section 4. Type of Construction, Materials, and Landscape.

(j) Antennas: No external television, radio or other electronic antenna will be placed or permitted to be maintained or remain on any Lot or any of the residences, buildings or other improvements constructed on any lot in the Subdivision unless and until the same shall have been approved in writing by the Architectural Control Committee. All the foregoing items shall be wholly concealed in the attic space of the residence.

SUBSTITUTED:

Section 4. Type of Construction, Materials, and Landscape.

(j) Antennas or Satellite Dishes: Antennas and satellite dishes that are one meter or smaller intended for the reception of television signals, radio signals, or citizen band signals are permitted subject to the provisions of this Section and any guidelines enacted by the Board of Directors.

(1) Antennas. Antennas intended to receive television, radio, or citizen band signals may be installed. It is recommended that they be either concealed in the attic space of the residence or garage, or located in a place not visible from the front of the structure or above the fence line.

(2) Satellite Dishes. Satellite dishes that are one meter in size or smaller intended to receive television, radio, or citizen band signals may be installed provided the satellite dish does not project above the roof line of the home or garage, or be visible from the front of the structure or above the fence line.

(3) Nothing in this Section requires installation of the antenna or satellite dish in a location from which an acceptable quality signal cannot be received, or in a location which unreasonably increases the cost of installation or unreasonably delays installation.

(4) Owners are responsible for all costs associated with the antenna or satellite dish, to include:

(a) Placement (or replacement), repair, maintenance, and relocation or removal of the antenna or satellite dish.

(b) Repair of damages to common areas, other lots and any other property damaged by antennas' installation, maintenance or use.

(c) Pay medical expenses incurred by persons injured by antenna or satellite dish maintenance or use.

(d) Reimburse residents or the Association for the damages caused by antenna or satellite dish installation, maintenance, or use.

(e) Antennas and satellite dishes must be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions.

(5) Prohibited Antennas or Satellite Dishes. The following antennas or satellite dishes are prohibited:

(a) Satellite dishes larger than one meter.

(b) All transmission antennas or satellite dishes unless approved by the Board of Directors.

(c) All antennas not covered by the Federal Communications Commission rule.

(d) Antennas or satellite dishes that encroach upon common areas or any other Owner's property.

(e) The Board of Directors may require the relocation or removal of any antenna or satellite dish that interferes with the reception of television or radio signals of any other Lot in the Subdivision.

(f) Exceptions or variances to these prohibitions may be granted subject to guidelines enacted by the Board of Directors.

(6) Enforcement. If the rules in this Section are violated, the Association may bring action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the Association's rule is enforceable, a fine of \$50.00 shall be imposed by the Association for each violation, plus court costs. If the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day that the violation continues. The Association shall be entitled to reasonable attorney's fees, costs, and expenses incurred in the enforcement of this policy to the extent permitted by law. The Association may seek injunctive relief to prohibit or seek removal of the installation if the antenna or satellite dish poses a serious, immediate safety hazard.

(End of text of Restriction Comparison)

VI.
NOTICE OF CHALLENGE PROCEDURE

NOTICE IS HEREBY GIVEN THAT OWNERS WHO DO NOT SIGN THE PETITION AND WHO WISH TO CHALLENGE THE PROCEDURE FOLLOWED ADDING TO AND MODIFYING THE RESTRICTIONS MUST FILE SUIT UNDER SECTION 201.010 OF THE TEXAS PROPERTY CODE BEFORE THE 181ST DAY AFTER THE DATE ON WHICH THE CERTIFICATE OF COMPLIANCE FOR BOCA RATON IS FILED IN THE REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS, AND/OR MAY DELETE THEIR PROPERTY FROM THE ADDITIONAL AND MODIFIED RESTRICTIONS BY FILING BEFORE ONE (1) YEAR AFTER THE DATE ON WHICH THE OWNER RECEIVES ACTUAL NOTICE OF THE FILING OF THIS PETITION AN ACKNOWLEDGED STATEMENT DESCRIBING THE OWNER'S PROPERTY BY REFERENCE TO THE RECORDED PLAT OF THE SUBDIVISION AND STATING THAT THE OWNER ELECTS TO HAVE THE PROPERTY DELETED AND EXCLUDED FROM THE ADDITIONAL AND MODIFIED RESTRICTIONS.

VII.
PROCEDURE FOR VOLUNTARY AGREEMENT TO RESTRICTION
AFTER RECORDATION OF CERTIFICATE OF COMPLIANCE

Owners who desire to enter into these restrictions, covenants and conditions after the recordation of the Certificate of Compliance for Boca Raton may do so by the execution and recordation in the Deed Records of Galveston County, Texas, of the following document:

**PETITION FOR THE ADDITION TO AND MODIFICATION
OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BOCA RATON A SUBDIVISION IN GALVESTON COUNTY, TEXAS**

**I.
SUBDIVISION NAME**

BOCA RATON

**II.
PLAT RECORDS**

Volume 18, Page 352 Official Records of Real Property of Galveston County, Texas

**III.
RESTRICTIONS**

Clerk's File Number 9206556, Film Code Number 008-01-1817 through 008-01-1839
of the Official Records of Real Property of Galveston County, Texas.

**IV.
TEXT OF NEW ARTICLE III, SECTION 13, SIGNS AND BILLBOARDS
INCLUDING ADDITION OF SECTION 13**

Article III

Section 13. Holiday and Seasonal Decorations.

a. Holiday and seasonal decorations celebrating traditional holidays and events are encouraged and permitted. Such decorations do not require approval by the ACC or the Board of Directors. However, the ACC and/or the Board may issue guidelines governing the display of such decorations as may be required to clarify the intent of this Section.

b. All such decorations may be displayed in and around a Lot.

c. Decorations may be displayed no sooner than thirty (30) days prior to the holiday or event. The decorations must be removed within fifteen (15) days after the holiday, holiday season, or event for which they are intended.

d. Owners must observe normal safety precautions when displaying holiday decorations. Decorations must not overload electrical circuits or present a safety hazard to other residents. Owners must remove or replace damaged decorations or lights immediately.

e. The Board of Directors may require Owners to remove decorations that either generate complaints, or that are deemed offensive or a nuisance. The Board will exercise this right sparingly.

V.

ORIGINAL ARTICLE III, DID NOT CONTAIN A SECTION 13
THE NEW SECTION 13 READS AS FOLLOWS:

SECTION 13. HOLIDAY AND SEASONAL DECORATIONS.

A. HOLIDAY AND SEASONAL DECORATIONS CELEBRATING TRADITIONAL HOLIDAYS AND EVENTS ARE ENCOURAGED AND PERMITTED. SUCH DECORATIONS DO NOT REQUIRE APPROVAL BY THE ACC OR THE BOARD OF DIRECTORS. HOWEVER, THE ACC AND/OR THE BOARD MAY ISSUE GUIDELINES GOVERNING THE DISPLAY OF SUCH DECORATIONS AS MAY BE REQUIRED TO CLARIFY THE INTENT OF THIS SECTION.

B. ALL SUCH DECORATIONS MAY BE DISPLAYED IN AND AROUND A LOT.

C. DECORATIONS MAY BE DISPLAYED NO SOONER THAN THIRTY (30) DAYS PRIOR TO THE HOLIDAY OR EVENT. THE DECORATIONS MUST BE REMOVED WITHIN FIFTEEN (15) DAYS AFTER THE HOLIDAY, HOLIDAY SEASON, OR EVENT FOR WHICH THEY ARE INTENDED.

D. OWNERS MUST OBSERVE NORMAL SAFETY PRECAUTIONS WHEN DISPLAYING HOLIDAY DECORATIONS. DECORATIONS MUST NOT OVERLOAD ELECTRICAL CIRCUITS OR PRESENT A SAFETY HAZARD TO OTHER RESIDENTS. OWNERS MUST REMOVE OR REPLACE DAMAGED DECORATIONS OR LIGHTS IMMEDIATELY.

E. THE BOARD OF DIRECTORS MAY REQUIRE OWNERS TO REMOVE DECORATIONS THAT EITHER GENERATE COMPLAINTS, OR THAT ARE DEEMED OFFENSIVE OR A NUISANCE. THE BOARD WILL EXERCISE THIS RIGHT SPARINGLY.

(End of text of Restriction Comparison)

VI.
NOTICE OF CHALLENGE PROCEDURE

NOTICE IS HEREBY GIVEN THAT OWNERS WHO DO NOT SIGN THE PETITION AND WHO WISH TO CHALLENGE THE PROCEDURE FOLLOWED ADDING TO AND MODIFYING THE RESTRICTIONS MUST FILE SUIT UNDER SECTION 201.010 OF THE TEXAS PROPERTY CODE BEFORE THE 181ST DAY AFTER THE DATE ON WHICH THE CERTIFICATE OF COMPLIANCE FOR BOCA RATON IS FILED IN THE REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS, AND/OR MAY DELETE THEIR PROPERTY FROM THE ADDITIONAL AND MODIFIED RESTRICTIONS BY FILING BEFORE ONE (1) YEAR AFTER THE DATE ON WHICH THE OWNER RECEIVES ACTUAL NOTICE OF THE FILING OF THIS PETITION AN ACKNOWLEDGED STATEMENT DESCRIBING THE OWNER'S PROPERTY BY REFERENCE TO THE RECORDED PLAT OF THE SUBDIVISION AND STATING THAT THE OWNER ELECTS TO HAVE THE PROPERTY DELETED AND EXCLUDED FROM THE ADDITIONAL AND MODIFIED RESTRICTIONS.

VII.
PROCEDURE FOR VOLUNTARY AGREEMENT TO RESTRICTION
AFTER RECORDATION OF CERTIFICATE OF COMPLIANCE

Owners who desire to enter into these restrictions, covenants and conditions after the recordation of the Certificate of Compliance for Boca Raton may do so by the execution and recordation in the Deed Records of Galveston County, Texas, of the following document:

**PETITION FOR THE ADDITION TO AND MODIFICATION
OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BOCA RATON A SUBDIVISION IN GALVESTON COUNTY, TEXAS**

**I.
SUBDIVISION NAME**

BOCA RATON

**II.
PLAT RECORDS**

Volume 18, Page 352 Official Records of Real Property of Galveston County, Texas

**III.
RESTRICTIONS**

Clerk's File Number 9206556, Film Code Number 008-01-1817 through 008-01-1839
of the Official Records of Real Property of Galveston County, Texas.

**IV.
TEXT OF NEW ARTICLE VII, SECTION 1 INCLUDING ADDITIONS AND
MODIFICATIONS**

Article VII. General Provisions.

Section 1. Enforcement.

a. Strict Compliance Required. Each Owner and each Owner's tenants, by acquisition of any right, title, or interest in any Lot, covenant and agree to be bound by and to strictly comply with all restrictions, covenants and conditions set forth in this Declaration of Covenants, Conditions and Restrictions (Declaration) and Articles of Incorporation, By-Laws, and Rules and Regulations (other Governing Documents) as it may from time to time or at any time be hereafter amended.

b. General. The Association, its successors and assigns, and any Owner have the right to enforce observance and performance of all restrictions, covenants, conditions and easements set forth in this Declaration and in other Governing Documents, and in order to prevent a breach thereof or to enforce the observance or performance thereof have the right, in addition to all legal remedies, to an injunction either prohibitive or mandatory.

c. Obligation for Payment of Costs and Expenses Resulting from Violations. After giving notice and an opportunity to be heard to the party or parties involved, the Board of

Directors may levy an assessment against any Owner or tenant if the wilful or negligent failure of that Owner or tenant to comply with any provision of this Declaration or any other Governing Documents shall have resulted in the expenditure funds. Moreover, the Board of Directors may establish procedures to and may levy administrative fines on Owners and tenants of an Owner found to have violated these covenants. All such sums will be assessed as a specific assessment, and are secured by the continuing lien established by Article VI. All such sums are due and payable to the Association thirty (30) days after notice to the Owner or tenant of the decision of the Board of Directors that the assessment or fine is owing.

Section 2. Severability. Invalidation of any one or more of these covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions which shall remain in full force and effect.

Section 3. Amendment to the Deed Restrictions. The covenants and restrictions of this Declaration shall run with the land. They may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Owners of Lots. Any amendment must be recorded in the Deed Records of Galveston County, Texas.

Section 4. Books and Records. The books, records, and papers of the Association shall be subject to inspection by any member during reasonable business hours, or by appointment made with the Secretary or the Board of Directors. Copies of the Articles of Incorporation, By-Laws of the Association, and Restrictive Covenants copies may be purchased at a reasonable cost.

Section 5. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes of this Declaration shall govern. The Board of Directors may refer conflicting interpretations to the Association's legal representative if required to resolve such conflicts.

Section 6. Omissions. If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provisions shall be supplied by inference.

V.

COMPARISON BETWEEN ORIGINAL ARTICLE VII, SECTION 1 AND ARTICLE VII, SECTION 1 WITH ADDITIONS AND MODIFICATIONS

1. Underlined passages are deleted.
2. Indented passages are substituted for deleted passages.

3. CAPITALIZED PASSAGES ARE ADDITIONS

DELETED:

SECTION 1. TERM. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other person(s) owning any portion of the Properties to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations.

Section 2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ADDED:

SECTION 1. ENFORCEMENT.

A. STRICT COMPLIANCE REQUIRED. EACH OWNER AND EACH OWNER'S TENANTS, BY ACQUISITION OF ANY RIGHT, TITLE, OR INTEREST IN ANY LOT, COVENANT AND AGREE TO BE BOUND BY AND TO STRICTLY COMPLY WITH ALL RESTRICTIONS, COVENANTS AND CONDITIONS SET FORTH IN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (DECLARATION) AND ARTICLES OF INCORPORATION, BY-LAWS, AND RULES AND REGULATIONS (OTHER GOVERNING DOCUMENTS) AS IT MAY FROM TIME TO TIME OR AT ANY TIME BE HEREAFTER AMENDED.

B. GENERAL. THE ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, AND ANY OWNER HAVE THE RIGHT TO ENFORCE OBSERVANCE AND PERFORMANCE OF ALL RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS SET FORTH IN THIS DECLARATION AND IN OTHER GOVERNING DOCUMENTS, AND IN ORDER TO PREVENT A BREACH THEREOF OR TO ENFORCE THE OBSERVANCE OR PERFORMANCE THEREOF HAVE THE RIGHT, IN ADDITION TO ALL LEGAL REMEDIES, TO AN INJUNCTION EITHER PROHIBITIVE OR MANDATORY.

C. OBLIGATION FOR PAYMENT OF COSTS AND EXPENSES RESULTING FROM VIOLATIONS. AFTER GIVING NOTICE AND AN OPPORTUNITY TO BE HEARD TO THE PARTY OR PARTIES INVOLVED, THE BOARD OF DIRECTORS MAY LEVY AN ASSESSMENT AGAINST ANY OWNER OR TENANT IF THE WILFUL OR

NEGLIGENT FAILURE OF THAT OWNER OR TENANT TO COMPLY WITH ANY PROVISION OF THIS DECLARATION OR ANY OTHER GOVERNING DOCUMENTS SHALL HAVE RESULTED IN THE EXPENDITURE FUNDS. MOREOVER, THE BOARD OF DIRECTORS MAY ESTABLISH PROCEDURES TO AND MAY LEVY ADMINISTRATIVE FINES ON OWNERS AND TENANTS OF AN OWNER FOUND TO HAVE VIOLATED THESE COVENANTS. ALL SUCH SUMS WILL BE ASSESSED AS A SPECIFIC ASSESSMENT, AND ARE SECURED BY THE CONTINUING LIEN ESTABLISHED BY ARTICLE VI. ALL SUCH SUMS ARE DUE AND PAYABLE TO THE ASSOCIATION THIRTY (30) DAYS AFTER NOTICE TO THE OWNER OR TENANT OF THE DECISION OF THE BOARD OF DIRECTORS THAT THE ASSESSMENT OR FINE IS OWING.

SECTION 2. SEVERABILITY. INVALIDATION OF ANY ONE OR MORE OF THESE COVENANTS, RESTRICTIONS, CONDITIONS, OR PROVISIONS CONTAINED IN THIS DECLARATION, OR ANY PART THEREOF, SHALL IN NO MANNER AFFECT ANY OF THE OTHER COVENANTS, RESTRICTIONS, CONDITIONS, OR PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION 3. AMENDMENT TO THE DEED RESTRICTIONS. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH THE LAND. THEY MAY BE AMENDED AT ANY TIME BY AN INSTRUMENT SIGNED BY NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE OWNERS OF LOTS. ANY AMENDMENT MUST BE RECORDED IN THE DEED RECORDS OF GALVESTON COUNTY, TEXAS.

SECTION 4. BOOKS AND RECORDS. THE BOOKS, RECORDS, AND PAPERS OF THE ASSOCIATION SHALL BE SUBJECT TO INSPECTION BY ANY MEMBER DURING REASONABLE BUSINESS HOURS, OR BY APPOINTMENT MADE WITH THE SECRETARY OR THE BOARD OF DIRECTORS. COPIES OF THE ARTICLES OF INCORPORATION, BY-LAWS OF THE ASSOCIATION, AND RESTRICTIVE COVENANTS COPIES MAY BE PURCHASED AT A REASONABLE COST.

SECTION 5. INTERPRETATION. IF THIS DECLARATION OR ANY WORD, CLAUSE, SENTENCE, PARAGRAPH, OR OTHER PART THEREOF SHALL BE SUSCEPTIBLE OF MORE THAN ONE OR CONFLICTING INTERPRETATIONS, THEN THE INTERPRETATION WHICH IS MOST NEARLY IN ACCORDANCE WITH THE GENERAL PURPOSES OF THIS DECLARATION SHALL GOVERN. THE BOARD OF DIRECTORS MAY REFER CONFLICTING INTERPRETATIONS TO THE ASSOCIATION'S LEGAL REPRESENTATIVE IF REQUIRED TO RESOLVE SUCH CONFLICTS.

SECTION 6. OMISSIONS. IF ANY PUNCTUATION, WORD, CLAUSE, SENTENCE, OR PROVISIONS NECESSARY TO GIVE MEANING, VALIDITY, OR EFFECT TO ANY OTHER WORD, CLAUSE, SENTENCE, OR PROVISION APPEARING IN THIS DECLARATION SHALL BE OMITTED HEREFROM, THEN IT IS HEREBY DECLARED THAT SUCH OMISSION WAS UNINTENTIONAL AND THAT THE OMITTED

PUNCTUATION, WORD, CLAUSE, SENTENCE, OR PROVISIONS SHALL BE SUPPLIED BY INFERENCE.

(End of text of Restriction Comparison)

VI.
NOTICE OF CHALLENGE PROCEDURE

NOTICE IS HEREBY GIVEN THAT OWNERS WHO DO NOT SIGN THE PETITION AND WHO WISH TO CHALLENGE THE PROCEDURE FOLLOWED ADDING TO AND MODIFYING THE RESTRICTIONS MUST FILE SUIT UNDER SECTION 201.010 OF THE TEXAS PROPERTY CODE BEFORE THE 181ST DAY AFTER THE DATE ON WHICH THE CERTIFICATE OF COMPLIANCE FOR BOCA RATON IS FILED IN THE REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS, AND/OR MAY DELETE THEIR PROPERTY FROM THE ADDITIONAL AND MODIFIED RESTRICTIONS BY FILING BEFORE ONE (1) YEAR AFTER THE DATE ON WHICH THE OWNER RECEIVES ACTUAL NOTICE OF THE FILING OF THIS PETITION AN ACKNOWLEDGED STATEMENT DESCRIBING THE OWNER'S PROPERTY BY REFERENCE TO THE RECORDED PLAT OF THE SUBDIVISION AND STATING THAT THE OWNER ELECTS TO HAVE THE PROPERTY DELETED AND EXCLUDED FROM THE ADDITIONAL AND MODIFIED RESTRICTIONS.

VII.
PROCEDURE FOR VOLUNTARY AGREEMENT TO RESTRICTION
AFTER RECORDATION OF CERTIFICATE OF COMPLIANCE

Owners who desire to enter into these restrictions, covenants and conditions after the recordation of the Certificate of Compliance for Boca Raton may do so by the execution and recordation in the Deed Records of Galveston County, Texas, of the following document:

013-15-1346

**CERTIFICATE OF COMPLIANCE WITH
CHAPTER 201 OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS §
 §
COUNTY OF ~~HERBES~~ ^{Galveston} §

We, the undersigned the members of the Boca Raton Section 1 Petition Committee, hereby certify that the Committee has complied with the notice requirement of Title II, Chapter 201, Section 201.008 of the Texas Property Code.

The following actions have been taken by the Committee:

1. On October 30, 1998, notice was sent to all people owning property in Boca Raton Section 1 as of that date. The notice contained:
 - a. the name of Boca Raton Section 1, the subdivision covered by the petitions;
 - b. a copy the text of the restrictions as amended by the petitions;
 - c. a statement that the petitions had been signed and acknowledged by the owners of more than 75% of the lots in Boca Raton Section 1; and
 - d. a statement that the petitions were filed in the Real Property Records of Galveston County, Texas on September 15, 1998.
2. Notice containing a general description of the purpose and effect of the petitions was published in the Reporter News on November 4 and November 11, 1998.

SIGNED THIS 23 day of November, 1998.

Cheryl Bouziden
CHERYL BOUZIDEN

Nancy Drobniak
NANCY DROBNIAK

Charles Prendergast
CHARLES PRENDERGAST

Curt Roberts
CURT ROBERTS

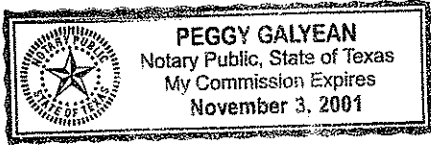
PAID

MIESZKUC, DAUGHTRY & SCOTT
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
17044 EL CAMINO REAL
CLEAR LAKE CITY
HOUSTON, TEXAS 77058

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 23rd day of November, 1998, by CHERYL BOUZIDEN.



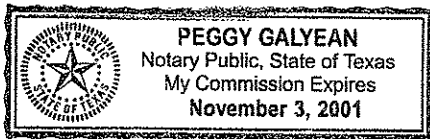
Peggy Galyeon
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(Print or Stamp Name of Notary)

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 23rd day of November, 1998, by NANCY DROBNIAK.



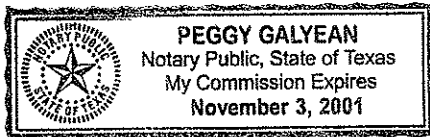
Peggy Galyeon
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(Print or Stamp Name of Notary)

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 23rd day of November, 1998, by CHARLES PRENDERGAST.



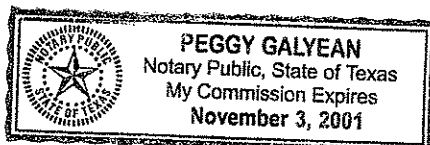
Peggy Galyeon
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(Print or Stamp Name of Notary)

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 23rd day of November, 1998, by CURT ROBERTS.



Peggy Galyeon
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(Print or Stamp Name of Notary)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Patricia Ritchie

12-4-98 11:33 AM 9859816
NASCHT \$11.00
Patricia Ritchie, County Clerk
GALVESTON COUNTY, TEXAS