

Declaration of Restrictive Covenants of the CRYSTAL DUNES Subdivision

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**Declaration of Restrictive Covenants of the
CRYSTAL DUNES SUBDIVISION**

Basic Information

Date: January 25, 2017

Declarant: BILLCHUCK INVESTMENTS, L.P., a Texas limited partnership

Declarant's Address:

BILLCHUCK INVESTMENTS, L.P.
1318 Buschong Street
Houston, Texas 77039

Property Owners Association: CRYSTAL DUNES PROPERTY OWNER'S ASSOCIATION,
a Texas nonprofit corporation

Property Owners Association's Address: 1318 Buschong Street, Houston, Texas 77039

Property: Being Tracts 1 thru 9 as recorded by Galveston Commissioners Court, recorded under Galveston County Clerk's file number 2014061592 of the Official Public Records Galveston County, Texas, a redivision out of CRYSTAL DUNES, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 2007-A, map number 83, of the Map Records of Galveston County Texas, said Tracts 1 thru 9 being shown on attached BUILDING LINE EXHIBIT "A".

Definitions

"CDPOA" means the CRYSTAL DUNES PROPERTY OWNER'S ASSOCIATION established in this Declaration.

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

"Board" means the Declarant.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means BILLCHUCK INVESTMENTS, L.P., a Texas limited partnership, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Dedictory Instruments" means this Declaration and the certificate of formation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

"Lot" (or Tract as described in Metes & Bounds) means each portion of land designated as a lot on the Metes and Bounds drawing, excluding lots that are part of the Common Area.

"Member" means Owner.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the original Plat of the Property recorded in Instrument No. 2007034005 of the real property records of Galveston County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot or subdivision tract lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family and for vacation rentals per the usual rules and regulations of realtors in Crystal Beach, Texas.

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited by the Dedicatory Instruments;
- b. any illegal activity;
- c. any nuisance, noxious, or offensive activity;

- d. any dumping of rubbish;
- e. any storage of –
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of animals, livestock, or poultry, except for three (3) common domesticated household pets, such as dogs and cats, not to exceed 150 pounds confined to a fenced yard or within the Residence;
- h. any commercial or professional activity except reasonable home office use;
- i. the drying of clothes in a manner that is visible from any street;
- j. the display of any sign except –
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law or the Dedicatory Instruments and
 - iii. Declarants signage in common areas
- k. installing a mobile home, manufactured home, manufactured housing, motor home, house trailer or storage shed on a Lot.
- l. moving a previously constructed house onto a Lot;
- m. interfering with a drainage pattern without ACC approval;
- n. hunting and shooting; and
- o. occupying a Structure that does not comply with the construction standards of a Residence.

D. Construction and Maintenance Standards

1. *Lots*
 - a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.
 - b. *Easements.* No easement in a Lot may be granted without ACC approval.
 - c. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.
2. *Residences and Structures*
 - a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
 - b. *Maximum Height.* The maximum height of a Residence must be approved by the ACC.
 - c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or decks must be at least 2200 square feet for Lots 1 thru 5 and 1800 square feet for Lots 6 thru 9.
 - d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on attached BUILDING LINE EXHIBIT "A". Each Residence must face the front Lot line.. All Structures must be located behind the front wall of the Residence. Residence in this paragraph means the exterior of the habitable area and covered decks and porches. All Residence location on Lot must be approved by ACC.
 - e. *Garages and Under Residence Area.* Each Residence must be accessed by a concrete driveway approved by the County Engineer's Building Office. No detached garages are allowed. No motorhomes, golf carts, travel trailers, cars, trucks, trailers, motorcycle or other vehicles shall be parked or left unattended in the subdivision street right-of-way. All these vehicles shall be parked or stored solely underneath the Residence habitable area.
 - f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 120 days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 120 days and the Lot restored to a clean and attractive condition.

g. *Fences, Walls, and Hedges.* All fences must be approved by the ACC. No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC.

h. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.

i. *Sidewalks.* When the Residence is constructed, the Lot must be improved with sidewalks connecting with the sidewalks on adjacent Lots.

j. *Sewer & Septic Systems.* Lots 1 thru 5 use Septic Systems. Lots 6 thru 9 use Sewer.

3. *Building Materials for Residences 6 thru and Structures*

a. *Roofs.* Only composition or metal roofs may be used on Residences and Structures.

b.

c. Nothing herein shall be interpreted to prohibit or restrict a property owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that are (1) designed primarily to be wind and hail resistant, (2) provide heating and cooling efficiencies greater than those provided by customary composite shingles or (3) provide solar generation capabilities; and that, when installed: (A) resemble the shingles used or otherwise authorized for use on property in the subdivision; (B) are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and (C) match the aesthetics of the property surrounding the owner's property.

b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.

c. *Color Changes.* Initial Residence color must be approved by the ACC. No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC.

d. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete, unless otherwise approved by the ACC. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock.

e. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

E. Property Owners Association

1. *Establishment and Governance.* The Initial Property Owners Association is established by Declarant by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a Property Owners Association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per owned Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

b. *Class B.* The Class B Member is Declarant. Class B members have three votes per owned lot. The Class B Membership ceases and converts to Class A Membership on the earlier of –

i. when the Class A Members' votes exceed the total of Class B Member's votes or

ii. January 01, 2021.

4. Transfer CDPOA and ACC to Property Owners.

When seventy-seven percent (77%) of the subdivision tracts have been conveyed to tract property owners by Declarant, the property owners shall accept responsibility for the Crystal Dunes Property Owner's Association and adopt bylaws to conform to the declaration. The Architectural Control Committee shall have the authority to appoint a property owner coordinator to formulate the Association.

Each property owner in the Crystal Dunes Subdivision shall be a member of the Association. For voting right privileges, each subdivision tract is allotted one vote. An executive board shall be elected by the Association within a reasonable amount of time. This newly elected board shall be responsible for developing the Association's bylaws. At the election, Declarant has the right to transfer the Architectural Control Committee to the Crystal Dunes Property Owner's Association at which time Declarant relinquishes all rights and duties of the committee.

If the Association fails to maintain power of the appointment, the Declarant may exercise his power of appointment to the committee. To preserve the subdivision's value and amenities, the Declarant will assume responsibility for the Crystal Dunes Property Association and ACC. Declarant will delegate all activities and power now held by the Declarant. A non-profit corporation will be formed under the laws of the State of Texas to administer the Crystal Dunes Property Owner's Association.

F. ACC

1. *Establishment*

- a. *Purpose.* The ACC is established by the Declarant to assist the Property Owners in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.
- b. *Members.* The ACC consists of three (3) persons appointed by the Board. Initially, ACC members are William McDaniel and Charles Langham. The Board may remove or replace an ACC member at any time.
- c. *Term.* ACC members serve until replaced by the Board or they resign.
- d. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

2. *Plan Review*

- a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show all set-back lines, exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.
- b. *Procedures*
 - i. *Complete Submission.* Within 30 days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 30 days after complete submission, the submitted plans and specifications are deemed approved.

c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within 30 days after the ACC's action. The Board shall determine the appeal within 30 days after timely notice of appeal is given. The determination by the Board is final.

d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

e. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

G. Assessments

1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and hereby assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

5. Regular Assessments or Other Fees

a. *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners

Association. Until changed by the Board, the Regular Assessment is \$300.00.

b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.

c. *Collections.* Regular Assessments will be collected yearly in advance, payable on the first day of January of each year.

d. *Property Transfer.* Property transfer fee is \$100.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by 77% vote at a meeting of the Members in accordance with the Bylaws.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within 45 days after it is due is delinquent.

H. Remedial Rights

1. *Late Charges and Interest.* A late charge of \$30.00 is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of highest interest rate allowed by law in Texas. The Board may change the late charge and the interest rate.

4. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.

3. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

4. *Remedy of Violations.* The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.

5. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.

6. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

I. Common Area

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to -

- a. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;
- b. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- c. dedicate or convey any of the Common Area for public purposes, on approval by a vote of unanimous of the Members at a meeting in accordance with the Bylaws.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, invitees and Owner's vacation renters, subject to the Dedicatory Instruments.

5. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

J. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.

2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by Declarant.

5. *Conflict.* This Declaration controls over the other Dedicatory Instruments.

6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* On written approval of the Board and not less than 77 percent of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

BILLCHUCK INVESTMENTS, L.P., a Texas
limited partnership,



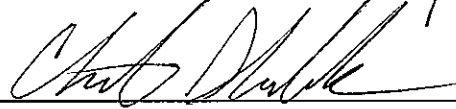
WILLIAM R. MCDANIEL, general partner of
BILLCHUCK INVESTMENTS, L.P.

STATE OF TEXAS)

COUNTY OF GALVESTON)

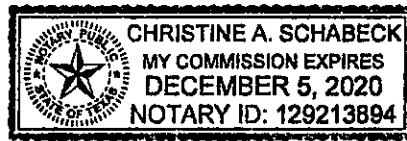
Before me, Christine A Schabeck, on this day personally appeared WILLIAM R. MCDANIEL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that WILLIAM R. MCDANIEL executed the same as the act of BILLCHUCK INVESTMENTS, L.P., a Texas limited partnership, as its general partner, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25th day of January, 2017.



Notary Public, State of Texas

Christine A. Schabeck



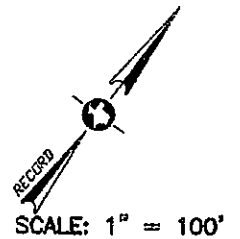
CRYSTAL DUNES 2007A / 83
 Reconfigured 7 Lots into 9 Tracts
 by Commissioners' Court Approval
 recorded under Instrument No.
 2014061592 GCDR

NOTE:
 Building Lines and Easements as per recorded
 Plat of CRYSTAL DUNES Plat Record 2007A,
 Map No. 83, as follows:

- 25' Front (Street Side) Building Line: Tracts 1-9
- 8' Side Building Lines: Tracts 1-9
- 93' Rear B.L.: Tracts 6-9
- 70' offset from Southerly Wetland Reserve for Southerly limit of construction B.L.
- 8' Private Walkway Easement (W.E.): West side of Tract 1, East side of Tracts 5 and 6, and centered on the common line between Tracts 5 and 6.

And any other restrictions of record for CRYSTAL DUNES Plat Record 2007A, Map No. 83

BUILDING LINE EXHIBIT 'A'

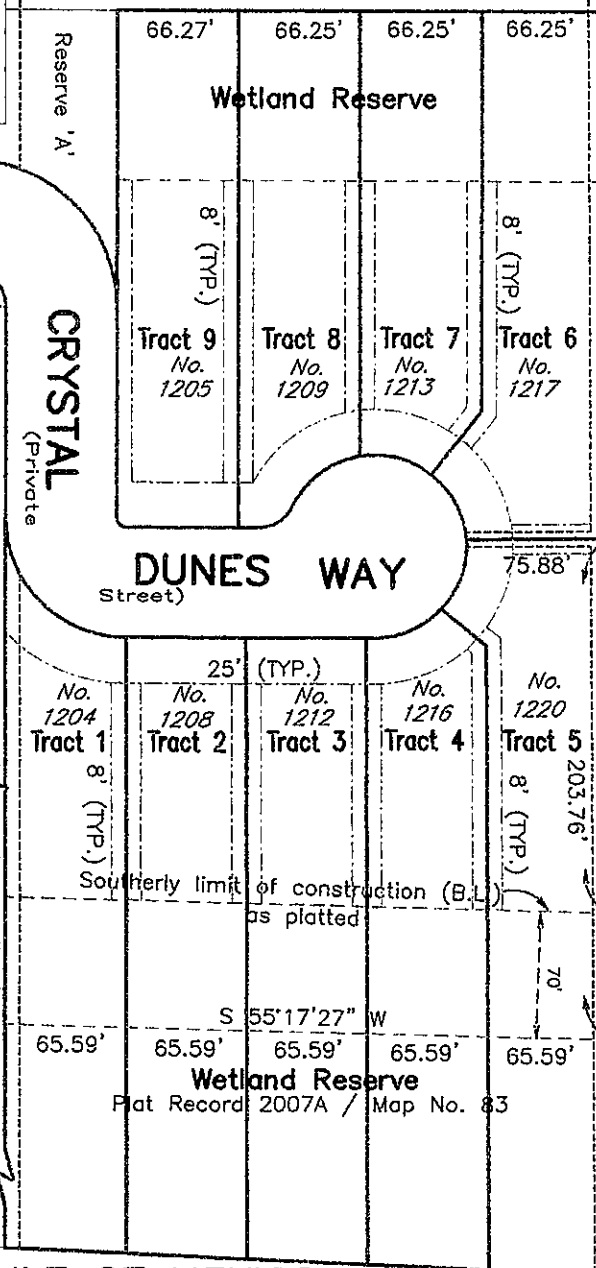


EAST ROAD

Platted Roadway Entry
 (Private)
 2007020750

CRYSTAL
 (Private)

DUNES WAY
 Street)



8' PVT. Walkway Esmt.

93' Rear Wetland Reserve Building Line

8' PVT. Walkway Esmt.
 S 36°35'11" E

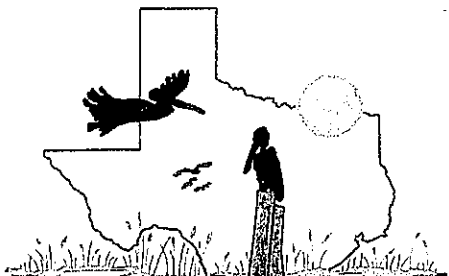
CARL ESTATE
 Being Exhibit II
 Tract A
 Partition Deed
 1977/545

561.79'

8' PVT. Walkway Esmt.
 N 36°18'41" W

North line of Southerly Wetland Reserve

8' PVT. Walkway Esmt.



COASTAL SURVEYING OF TEXAS, INC.
 P.O. BOX 2742 (mailing) ph (409) 684-6400
 CRYSTAL BEACH, TX 77650 fx (409) 684-6112

975 LAZY LANE WEST, CRYSTAL BEACH
 Firm Registration Certificate No. 10026601

FILED AND RECORDED

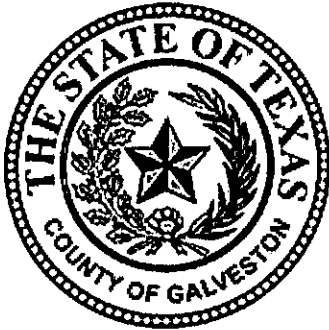
Instrument Number: 2017005841

Recording Fee: 82.00

Number Of Pages: 16

Filing and Recording Date: 01/26/2017 3:52PM

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



Dwight D. Sullivan

**Dwight D. Sullivan, County Clerk
Galveston County, Texas**

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

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