



**SUPPLEMENTAL AND AMENDED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

FOR

**BAY COLONY PARKSIDE
(AMENDMENT)**

THIS SUPPLEMENTAL AND AMENDED DECLARATION (this "Amendment") is made on the date hereinafter set forth by the **BAY COLONY PARKSIDE COMMUNITY ASSOCIATION, INC.** (the "Association") and **AFFINITY BAYVIEW I, LTD.**, a Texas limited partnership (the "Current Declarant"):

WITNESSETH:

WHEREAS, HSM/Bay Colony, Ltd. was the original declarant ("Original Declarant") that executed that one certain Declaration of Covenants, Conditions and Restrictions for Bay Colony Parkside on September 4, 2002, which Declaration was recorded on September 12, 2002 under Galveston County Clerk's File No. 2002053277, as amended by that one certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Bay Colony Parkside recorded under Galveston County Clerk's File No. 2006075562, as amended further to assign all Declarant rights pursuant to that one certain Assignment of Declarant Rights recorded under Galveston County Clerk's File No. 2006075563 which assigned all declarant rights to the Current Declarant, as amended further by that one certain Supplemental Declaration of Covenants, Conditions and Restrictions for Bay Colony Parkside (Annexation) recorded under Galveston County Clerk's File No. 2010042304, (as amended, the "Declaration"); and

WHEREAS, the Association now wishes to further amend certain terms of the Declaration; and

WHEREAS, the Declaration may currently be amended by the vote of 66% of the total of all of the votes in both classes of membership in the Association, including the approval of the Declarant to such amendment; and

WHEREAS, as evidenced by the signatures below, a sufficient number of votes was obtained, along with the approval of the Declarant to amend the Declaration;

NOW, THEREFORE, the Association hereby declares that the real property described in the Declaration, whether originally described therein or annexed thereto, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Amendment and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-

in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE 1.
Definitions

All capitalized terms herein shall have the meanings set forth in the Declaration, unless defined otherwise herein.

ARTICLE 2.
Property Subject to the Declaration

The real property which is, by the recording of the Declaration and any Supplemental or Amended Declaration, subject to the covenants and restrictions set forth in the Declaration and which, by virtue of the recording of this Amendment, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Amendment, is the real property described in such Declaration and any Supplemental or Amended Declarations annexing additional real property thereto.

ARTICLE 3.
Amendment

Pursuant to Article XI of the Declaration, this Amendment of the Declaration will be effective upon the filing of a recorded instrument executed by the Declarant, and an officer of the Association attesting to the requisite number votes in favor of the Amendment. Accordingly, the following Amendment is made to the Declaration, which shall become effective upon recording:

ARTICLE I, Definitions, the following numbered sections and definitions are hereby deleted in their entirety from the Declaration and are replaced with the following, as if originally a part thereof:

Section 7. "Common Area" shall mean and refer to Restricted Reserves "B", "C", "D", "E", "F" and "G", as shown on the Plat, and all other real property owned by the Association for the common use and benefit of the Members of the Association, as the same may change from time to time.

Section 8. "Declarant" or "Current Declarant" shall mean and refer to AFFINITY BAYVIEW I, LTD., a Texas limited partnership, (as the successor in interest to the original declarant HSM BAY COLONY, LTD.) and the successors and assigns of AFFINITY BAYVIEW I, LTD., other than an Owner, who shall receive by assignment from the said AFFINITY BAYVIEW I, LTD., all, or a portion, of its rights hereunder as Declarant, pursuant to a written instrument duly executed by Declarant and recorded in the Official Public Records of Real Property of Galveston, County, Texas."

Section 12. "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map of the Properties which is shown as a Lot thereon and which is or is to be improved with a residential dwelling unit, as well as any plot or tract of land planned to be shown on a recorded subdivision map of any of the Properties which is to be improved with a residential dwelling unit.

Section 19. "Property" or "Properties" shall mean and refer to the land and premises in the City of League City, Galveston County, Texas, containing approximately 46.9298 acres of land (SAVE AND EXCEPT that Restricted Commercial Reserve Parcel "A" of 2.3265 acres noted on the plat of such portion of the Properties) and known as BAY COLONY PARKSIDE, SECTION ONE, a residential subdivision of 149 single family residential lots, public streets and related amenities, AND having been added thereto by annexation, that one certain tract or parcel of land containing 88.1129 acres situated in the Perry & Austin Upper League Survey, Abstract No. 19, in Galveston County, Texas (specifically INCLUDING that portion of the 88.1129 acres which is that certain tract or parcel of land containing 30.8040 acres platted as BAY VIEW, SECTION 1, recorded under Slide No. 2008A, Galveston Map Records, Galveston County, Texas) and that certain tract or parcel of land containing 12.5060 acres situated in the Perry & Austin Upper League Survey, Abstract 19, in Galveston County, Texas, which additional acreage has been developed into the noted BAY VIEW, SECTION 1, which is a residential subdivision of 107 single family residential lots, public streets and related amenities, and the balance of which acreage added by annexation is planned to be a residential subdivision of 268 single family residential lots, public streets, and related amenities, and any such other additions thereto as may be brought within the jurisdiction of the Association by annexation as provided in the Declaration (as hereinabove defined)."

ARTICLE VII, Common Areas, Section 1d is hereby deleted in its entirety from the Declaration and is replaced with the following, as if originally a part thereof:

"d. The right of the Association, acting through the Board, to dedicate or convey all or any part of the Common Area, if in the determination of the Board, such dedication or conveyance is in the best interests of the Association;"

ARTICLE IX, The Association, Section 2, Voting Rights, is deleted in its entirety from the Declaration and is replaced with the following, as if originally a part thereof:

"Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A: Class A Members shall be all those Owners as defined in Section I of this Article IX, with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot in the Subdivision in which they hold the interest required by Section 1, above. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B: The Class B Member shall be the Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot or planned Lot owned in the Subdivision. Provided, however, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership; or
- b. On December 31, 2032.

Except as may be specifically provided to the contrary in this Declaration, the Class A and Class B Members shall have no rights as such to vote as a class, and both classes shall vote together upon all matters as one group.”

ARTICLE IX, The Association, Section 4, Meetings of the Members, is deleted in its entirety from the Declaration and is replaced with the following, as if originally a part thereof:

“Section 4. Meetings of the Members. The first annual meeting of the Members shall be held at a time to be designated by the Board of Directors, and each subsequent regular annual meeting of the Members shall be held as close as reasonably possible to the same month in each year thereafter, the place and time to be provided by Board of Directors by giving written notice to the Members in accordance with the Texas Business Organization Code. The first election of Directors by the Members of the Association (“the First Elected Board”) shall be held at a special meeting called for that express purpose no sooner than ninety (90) days after termination of the Declarant’s Class B membership status. Special meetings of the Members of the Association shall be held at such place and time and on such dates as shall be specified or provided in the Bylaws.”

ARTICLE X, Section 1, is hereby amended by the addition of the following paragraphs to the end of such Section, as if originally a part thereof:

“Trustee. In addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly GRANTS, BARGAINS, SELLS and CONVEYS to the President and/or Vice President or agent of the Association from time to time serving, as Trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the Annual Maintenance Charges and any and all other assessments levied hereunder, and other sums due hereunder remaining unpaid hereunder from time to time. The Trustee herein designated may be changed for any reason and at any time and from time to time by execution of an instrument in writing signed by the President or a Vice-President of the Association and attested to by the Secretary or an Assistant Secretary of the Association and filed in the Office of the County Clerk of Galveston County, Texas.

Enforcement of Lien. The Association shall have the right to enforce the aforesaid lien by all methods available for the enforcement of such liens, both judicially and by nonjudicial foreclosure pursuant to Section 51.002 of the Texas Property Code (as may be amended or revised from time to time hereafter). In the event of the election by the Board of Directors of the Association to foreclose the lien herein provided for non-payment of sums secured by such lien, then it shall be the duty of the Trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such requested Lot, and all rights appurtenant thereto in accordance with Section 51.002 of the Texas Property Code (as said statute shall read at the time of enforcement) and to make due conveyance to purchaser or purchasers by deed binding upon the Owner or Owners of such Lot, and his heirs, executors, administrators and successors. The Trustee shall give notice of such proposed sale as required by Section 51.002 of the Texas Property Code (as said statute shall read at the time notice is given).

Additional Matters Pertaining to Foreclosure. At any foreclosure, judicial or nonjudicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot, and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice."

ARTICLE X, Covenants for Maintenance Assessments, Section 6b, is hereby deleted in its entirety from the Declaration and is replaced with the following, as if originally a part thereof:

"b. The rate for the Lots owned by Declarant shall be fifteen percent (15%) of the applicable Annual Maintenance Charge."

ARTICLE X, Covenants for Maintenance Assessments, Section 12, is hereby added to the Declaration, as if originally a part thereof, as follows:

"Section 12. Declarant's Obligations. Notwithstanding Section 6b above regarding the assessment rate of the Declarant, so long as the Declarant owns any Lots, the Declarant shall have three (3) options with respect to funding the Association, which may be exercised singly or in combination: (1) the Declarant may annually elect either to pay Annual Maintenance Charge on the Lots it owns or (2) the Declarant may elect to pay to the Association the difference between the amount of assessments collected on all other Lots subject to assessment and the amount of expenditures required to operate the Association during the fiscal year, or (3) Declarant may require the Board (whether the Board is the same as Declarant, his agents, servants, or employees and without being liable for any claim made by any Member of the Association that the Board's fiduciary duty to the other Members of the Association has been breached due to a conflict of interest) to execute promissory notes and/or other instruments evidencing any debt the Association owes the Declarant for monies expended by the Declarant or loaned to the Association by Declarant for and on behalf of the Association for obligations of the Association; provided, however, such promissory notes shall not be secured by a lien on any of the Common Area conveyed by Declarant to the Association."

ARTICLE XI, General Provisions, Section 1, Term, is hereby deleted in its entirety from the Declaration and is replaced with the following, as if originally a part thereof:

"Section 1. Term. The provisions of this Declaration shall run with the land and bind the Property, and shall inure to the benefit of the Association and all Owners, their respective legal representatives, heirs, successors and assigns for an initial term commencing on the effective date and ending on December 31, 2032. Upon the expiration of such initial term, the provisions of this Declaration shall be automatically extended for successive periods of ten (10) years. The provisions of this Declaration may be amended upon a vote of sixty six percent (66%) of the total of all of the votes of both classes of the membership in the Association, OR by the Declarant unilaterally during the Class B membership for any purpose the Declarant believes to be in the best interests of the Association, as long as no

amendment adversely affects the vested title of any Owner to its Lot, without that Owner's consent. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, FOR SO LONG AS THE DECLARANT OWNS AT LEAST ONE (1) LOT IN THE SUBDIVISION, ANY AMENDMENT TO THIS DECLARATION SHALL REQUIRE THE WRITTEN APPROVAL OF DECLARANT, WHICH APPROVAL ~~MAY BE WITHHELD BY DECLARANT IN ITS SOLE DISCRETION.~~ No amendment of this Declaration shall be effective until properly recorded in the Official Public Records of Real Property of Galveston County, Texas. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association, or any Owner to prosecute any proceedings at law or in equity, including, without limitation, injunctive relief, against the person or persons violating or attempting to violate any such covenant to prevent him or them from doing so and/or to recover damages or other sums for such violations."

ARTICLE XI, General Provisions, Section 15, is hereby added to the Declaration, as if originally a part thereof, as follows:

"Section 15. Withdrawal of Property . Declarant reserves the unilateral right to amend this Declaration, so long as it has a right to annex additional property pursuant to Section 3 above, for the purpose of removing unimproved portions of the Property from the coverage of this Declaration. Such amendment shall not require the consent of any person other than the Owner(s) of the property to be withdrawn, if not the Declarant. If the property is Association Property, the Association shall consent to such withdrawal by majority vote of the Board. For purposes of this Section 2, the term "unimproved" means no above ground, vertical improvements located on such property."

This Amendment is intended to comply with and does comply with Article XI of the Declaration and Declarant and the Association, by their execution and recordation of this Amendment, hereby attest to the amendment of the Declaration as set forth herein. All real property shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of the Declaration as heretofore amended by any previous amendment and by this Amendment.

Except as expressly modified herein, the Declaration is hereby confirmed in all respects.


All provisions of the Declaration, as amended, shall apply to all of the Owners with the same force and effect as if said originally included in the Declaration, from the recordation of this Amendment forward.

Executed this 8th day of November, 2010.

CURRENT DECLARANT:

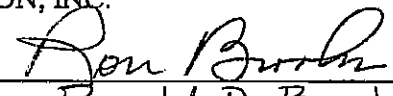
AFFINTY BAYVIEW I, LTD., a Texas limited partnership

By: Affinity Bayview Management GP, LLC., a Texas limited liability company, and its general partner

By: 
Name: Donald P. Klein
Title: President

ASSOCIATION:

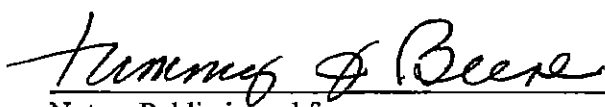
BAY COLONY PARKSIDE COMMUNITY ASSOCIATION, INC.

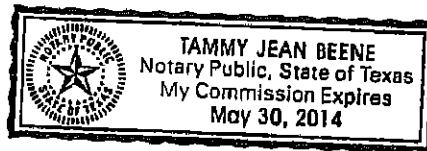
By: 
Name: Ronald D. Brooks
Title: Vice President

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 8th day of November, 2010, by Don Klein, President of Affinity Bayview Management GP, LLC, a Texas limited liability company, and the general partner of Affinity Bayview I, Ltd., a Texas limited partnership, on behalf of said entities.


Notary Public in and for
The State of Texas

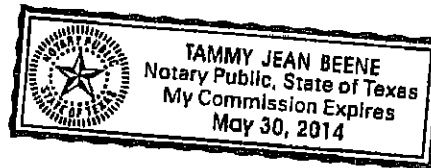


STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 8th day of November, 2010, by Ron Brooks, Vice President, of the Bay Colony Parkside Community Association, Inc., on behalf of said entity.

Tammy Jean Beene
Notary Public in and for
The State of Texas



AFTER RECORDING RETURN TO:

Sarah A. Powers
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057
351136-01

PAID

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2010056605

November 12, 2010 09:18:52 AM

FEE: \$44.00

Mary Ann Daigle, County Clerk

Galveston County, TEXAS