

BAHIA BAY PROPERTY OWNERS ASSOCIATION  
AMENDMENT TO DECLARATION OF COVENANTS AND  
RESTRICTIONS OF BAHIA BAY SUBDIVISION OF  
ARANSAS COUNTY, TEXAS

309324

File No. \_\_\_\_\_  
County Clerk, Aransas County, Texas

STATE OF TEXAS

COUNTY OF ARANSAS

WHEREAS, the power in Article Nine (General Provision), Paragraph 9.2 of the Declaration Covenants and Restrictions of record in Volume 246, Page 255 of the Deed Records of Aransas County, Texas, and the Amendment to the Declaration of Covenants and Restrictions filed of record in Volume 287, Page 481 of the Deed of Records of Aransas County, Texas, the Bahia Bay Property Owners Association (the "Association") has been granted the authority to amend the Declarations of Covenants and Restrictions; and,

WHEREAS, Section 9.2 gives the Declarant the right to amend the Declaration without the consent of any other person for the purpose of correcting any typographical or other error in the Declaration,

WHEREAS, as shown in attached supporting documentation, two typographical errors exist in the Amendment to the Declaration of Covenants and Restrictions filed of record (FILE NO 231342) of the Deed of Records of Aransas County, Texas.

NOW, THEREFORE, Article Nine (General Provision), Paragraph 9.2 is amended as follows:

ARTICLE ONE

General Provisions

9.2 Amendments. This Declaration and any or all of the conditions set out herein may be amended by an instrument of amendment meeting the following requirements: The instrument of amendment shall be in writing and shall be executed and acknowledged by seventy five (75%) percent of the owners of fee title of the Lots in the Subdivision subject hereto, and must be filed of record in the Deed Records of Aransas County, Texas; provided, however, the Declarant hereby reserves and shall at all times have the right to amend this Declaration without the consent of any other person for the purpose of correcting any typographical or other error in this Declaration. Without limitation, the instrument of amendment may amend Sections 8.1 and 8.2 hereof. The instrument of amendment shall be deemed to be effective on the date instrument is filed of record in Aransas County, Texas. Any amendment to this Declaration shall be binding on all Lots in the Subdivision subject hereto and the owners thereof, after the effective date thereof.

Bahia Bay Property Owners Association

By: Dorothy McAbee  
Dorothy McAbee, President

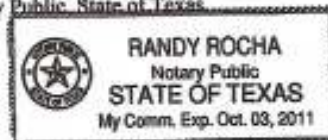
By: Maylene Moore  
Maylene Moore, Secretary

STATE OF TEXAS

COUNTY OF ARANSAS

This instrument was acknowledged before me on November 30, 2009  
by Dorothy McAbee (President) and Maylene Moore (Secretary) of the Bahia Bay Property Owners Association, a Texas Corporation, on behalf of said Corporation.

Randy Rocha  
Notary Public, State of Texas



**Supporting Documentation**

In Covenants filed 10/12/78, the word "the" is present in the phrase "have the right to amend" and the last sentence in Paragraph 9.2 read: Any amendment to . . .

General Provisions

9.1 **Term.** Covenants and conditions of this Declaration shall run with the land in the subdivision subject hereto and shall be binding upon all owners of such lots and all persons claiming under them for a period of twenty (20) years from the date this Declaration is filed of record in the deed records of Arkansas County, Texas; after such time these Covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing, executed and acknowledged by seventy-five percent (75%) of the owners of the lots in the deed records of Arkansas County, Texas, filed of record in the deed records of Arkansas County, Texas, within one year of the expiration date of the lot's term, this Declaration of said instrument is filed of record as set forth herein. If said instrument is filed of record on or after the first anniversary of the expiration date of the lot's term, this Declaration shall terminate at the end of said ten year period of extension.

9.2 **Amendments.** This Declaration and any or all of the conditions set out herein may be amended by an instrument or amendments meeting the following requirements: The instrument or amendments shall be in writing and shall be executed and acknowledged by seventy-five percent (75%) of the owners of fee title of the lots in the deed records of Arkansas County, Texas; be filed of record in the deed records of Arkansas County, Texas; provided, however, the Declarant hereby reserves and shall so all lands have the right to amend this Declaration without the consent of any other party for the purpose of correcting any typographical or other error in this Declaration. Within 60 days of the filing of the instrument or amendments, the instrument or amendments shall be filed of record in the deed records of Arkansas County, Texas. Any amendments to this Declaration shall be binding on all lots in the subdivision, and shall be binding on the owners thereof, at the time the instrument or amendments are filed of record.

9.3 **Notices.** Any notice required to be sent to any owner under this Declaration shall be deemed to have been properly sent when made known, address of the person return receipt requested, to the last address of the person who appears as owner on the records of the County Clerk of the County, or Association, or Association, when known to such mailing. This section shall never be deemed to obligate the Declarant and/or his successors or assigns to maintain records of the names of or to give notices. It shall be the duty of each owner to keep Declarant and/or the County Clerk or Association, when known, promptly advised as to the address of the owner.

9.4 **Declarant.** The term "Declarant" shall mean the above named Declarant. Also herein the Declarant and shall include any person or entity to which Declarant may assign

10/12/78  
10/12/78  
-11-  
246 and 215

On the ballot considered for Amendment changes to the Bahia Bay Declaration of Covenants and Restrictions in January 2009, the word "the" was omitted in the phrase "have right to amend" and the last sentence in Paragraph 9.2 was incorrectly shown as to read: No amendment to . . . Article 9.2 was not part of the changes being considered and votes were not cast for approval of these changes.

(From ballot seeking approval from 75% of owners in 2009. Note: ballots are filed with association secretary)

**Amended Covenant**  
I hereby certify that this is a true and correct copy of the original Declaration of Covenants and Restrictions for Bahia Bay. The original Declaration of Covenants and Restrictions is on file in the office of the County Clerk of Arkansas County, Texas. I have reviewed the original Declaration of Covenants and Restrictions and the Amended Declaration of Covenants and Restrictions and find that they are in accordance with the original Declaration of Covenants and Restrictions. All amended covenants and restrictions are hereby approved and recorded in this office.

9.1 **Term.** Covenants and conditions of this Declaration shall run with the land in the subdivision subject hereto and shall be binding upon all owners of such lots and all persons claiming under them for a period of twenty (20) years from the date this Declaration is filed of record in the deed records of Arkansas County, Texas; after such time these Covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing, executed and acknowledged by seventy-five percent (75%) of the owners of the lots in the deed records of Arkansas County, Texas, filed of record in the deed records of Arkansas County, Texas, within one year of the expiration date of the lot's term, this Declaration of said instrument is filed of record as set forth herein. If said instrument is filed of record on or after the first anniversary of the expiration date of the lot's term, this Declaration shall terminate at the end of said ten year period of extension.

9.2 **Amendments.** This Declaration and any or all of the conditions set out herein may be amended by an instrument or amendments meeting the following requirements: The instrument or amendments shall be in writing and shall be executed and acknowledged by seventy-five percent (75%) of the owners of fee title of the lots in the deed records of Arkansas County, Texas; be filed of record in the deed records of Arkansas County, Texas; provided, however, the Declarant hereby reserves and shall so all lands have the right to amend this Declaration without the consent of any other party for the purpose of correcting any typographical or other error in this Declaration. Within 60 days of the filing of the instrument or amendments, the instrument or amendments shall be filed of record in the deed records of Arkansas County, Texas. Any amendments to this Declaration shall be binding on all lots in the subdivision, and shall be binding on the owners thereof, at the time the instrument or amendments are filed of record.

9.3 **Notices.** Any notice required to be sent to any owner under this Declaration shall be deemed to have been properly sent when made known, address of the person return receipt requested, to the last address of the person who appears as owner on the records of the County Clerk of the County, or Association, or Association, when known to such mailing. This section shall never be deemed to obligate the Declarant and/or his successors or assigns to maintain records of the names of or to give notices. It shall be the duty of each owner to keep Declarant and/or the County Clerk or Association, when known, promptly advised as to the address of the owner.

9.4 **Declarant.** The term "Declarant" shall mean the above named Declarant. Also herein the Declarant and shall include any person or entity to which Declarant may assign

**RECORDER'S MEMORANDUM:**  
All or part of the text on this page was not clearly legible.

In the Amendment filed 2/17/2000, the final sentence in 9.2 was incorrectly amended to read: Any amendment to . . . .

2000  
2/17/2000  
12:52 PM  
County Clerk, Arkansas County, Texas

41. **Zoning.** Consents and Confirmites of the Declaration shall run with the Land to the Subdivisor subject hereto and shall be binding upon all owners of such Land and all persons claiming under them for a period of twenty (20) years from the date the Declaration is filed of record in the Deed Records of Arkansas County, Texas. Thereafter, whether these Consents shall be automatically extended for successive periods of ten (10) years, unless an instrument of extension is written, executed and acknowledged by seventy five (75%) percent of the owners of the Land to the Subdivisor subject hereto, a final record in the Deed Records of Arkansas County, Texas. The instrument of extension shall be effective to terminate the Period of record at the expiration date of the initial twenty (20) year term, or if such instrument is filed of record as set forth above during the initial twenty (20) year term, or if such instrument is filed of record as set forth above during any ten (10) year period of extension, the Declaration shall terminate at the end of said ten (10) year period of extension.

42. **Amendments.** This Declaration and any or all of the conditions set out hereto may be amended by an instrument of amendment meeting the following requirements: The instrument of amendment shall be in writing and shall be executed and acknowledged by seventy five (75%) percent of the owners of the Land to the Subdivisor subject hereto, and shall be filed of record in the Deed Records of Arkansas County, Texas, provided, however, the instrument of record shall not affect any right to amend this Declaration without the consent of any other persons for the purpose of executing any (1993) special or other order in the Declaration. Without limitation, the instrument of amendment may amend Sections 4.1 and 4.2 hereto. The instrument of amendment shall be deemed to be effective on the date hereunder in final of record in Arkansas County, Texas. No amendment to this Declaration shall be binding on all Lands to the Subdivisor subject hereto and the owners thereof, until the effective date of such amendment.

43. **Notices.** Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid, certified mail, return receipt, to the last known address of the person who appears on record on the records of the Association at the time of such mailing. This Section shall never be deemed to obligate Declarant under the Constitution, or Association, when served, so remains records of addresses or is give address. It shall be the duty of each owner to keep Declarant under the Constitution, or Association, when served, currently advised as to the addresses of owners.

34. Article 9.4 is deleted in its entirety.

44. **Severability.** In the event that any of the provisions of this Declaration shall be held to be unenforceable, the entire Declaration shall survive and the provisions of this Declaration shall be enforceable to the maximum extent permitted by law. If any provision of this Declaration shall be held to be unenforceable, the entire Declaration shall survive and the provisions of this Declaration shall be enforceable to the maximum extent permitted by law. If any provision of this Declaration shall be held to be unenforceable, the entire Declaration shall survive and the provisions of this Declaration shall be enforceable to the maximum extent permitted by law.

45. **Endorsement.** If any owner of any Land shall violate or attempt to violate the Declaration in any of the conditions or covenants herein, it shall be liable to the Association.

RECORDER'S MEMORANDUM:  
All or part of the text on  
this page was not clearly legible.

FILED FOR RECORD  
AT 1:52PM.

INDEXED NOV 30 2009  
SCANNED  
Peggy L. Friebele  
PEGGY L. FRIEBELE  
COUNTY CLERK, ARKANSAS CO., TEXAS

3/24

Bahia Bay Property Owners  
ASSOCIATION  
211 Windjammer  
Perryton, TX 78382