

HOLD FOR TEXAS AMERICAN TITLE COMPANY
336-03-1293

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CONDOMINIUM DECLARATION

**FOR
THE DAWN,
a Condominium**

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CONDOMINIUM DECLARATION

FOR

THE DAWN, a Condominium

This Declaration is made and established on the 10th day of October, 2005, by Declarant.

RECITALS:

- A. Declarant is the fee simple owner of the Property.
- B. Declarant desires to create a Condominium pursuant to the provisions of the Act.
- C. Declarant intends hereby to establish a plan for the individual ownership of estates in real property consisting of Units and the appurtenant undivided interests in the Common Elements.

NOW, THEREFORE, Declarant does hereby submit the Property to the provisions of the Act and the Condominium established hereby, and does hereby publish and declare that the following terms, provisions, covenants, conditions, easements, restrictions, reservations, uses, limitations and obligations are hereby established and shall be deemed to run with the Land and shall be a burden and benefit to Declarant, the Association, the Owners and their respective heirs, legal representatives, successors and assigns:

ARTICLE I

Definitions

Section 1.1. Terms Defined. As used in this Declaration, the following terms shall have the meanings set forth below:

"Access Easement" means a perpetual, irrevocable and non-exclusive easement and right of access and entry to each Unit as may reasonably be necessary for (i) the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom, (ii) the making of emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit and (iii) such other reasonable purposes as are deemed by the Association to be necessary for the performance of the obligations of the Association as described herein and in the Bylaws

"Act" means the Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et seq., as amended from time to time

"Articles" means the articles of incorporation of the Association filed with the Secretary of State of Texas, as amended from time to time.

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"Assessments" means Monthly Assessments and Special Assessments, together with dues, fees, charges, interest, late fees, fines, collection costs, attorney's fees, and any other amount due to the Association by the owner of a Unit or levied against a Unit by the Association.

"Association" means The Dawn Condominium Association, Inc, a Texas non-profit corporation organized under the Act and created for the purposes and possessing the rights, powers and authority set forth herein and in the Articles

"Board of Directors" means the board of directors of the Association named in the Articles, and their successors as duly elected and qualified from time to time

"Building" means any structure located on the Land, including all elements thereof exclusive only of elements otherwise within the definition of a Unit.

"Bylaws" means the bylaws of the Association adopted by the Board of Directors, as amended from time to time.

"Common Elements" means all portions of the Condominium, including both the General Common Elements and the Limited Common Elements, but excluding the Units.

"Common Elements Easement" means a perpetual, irrevocable and non-exclusive easement over the General Common Elements for ingress to and egress from each Unit, together with the non-exclusive right to use and enjoy the General Common Elements, and the exclusive right to use and enjoy the Limited Common Elements appurtenant to each Owner's Unit (subject to the rights of other Owners to use and enjoy such Limited Common Elements if appurtenant to more than one Unit).

"Common Expenses" means all costs and expenses, including allocations to reserve funds, or financial liabilities of the Association that are incurred pursuant to the provisions of this Declaration, the Bylaws or a resolution duly adopted by the Board of Directors or the Owners.

"Condominium" means the form of real property established by this Declaration with respect to the Property, in which portions of the Property are designated for individual ownership or occupancy and the remainder of the Property is designated for common ownership or occupancy solely by the owners of such remainder

"Condominium Documents" means the Condominium Information Statement, the Articles, the Bylaws, the Regulations, and this Declaration, together with all attachments, exhibits and schedules.

"Condominium Information Statement" means the condominium information statement prepared by Declarant in accordance with the provisions of the Act

"Condominium Unit" means a Unit which is designated for residential purposes, together with an undivided interest, appurtenant to the Unit, in and to the Common Elements.

"County" means Galveston County, Texas

"Declarant" means Dawn Condominiums, L.P., a Texas limited partnership whose address for notice is Suite 210, 3118 Richmond Avenue, Houston, Texas 77098, and any assignee of Declarant evidenced by a written instrument filed for record in the Real Property Records of the County where the Land is located, assigning the rights, powers, privileges and prerogatives of Declarant hereunder

"Declarant Control" means the period commencing on the date of this Declaration and continuing until the earlier to occur of the date which is (i) ten (10) years from the date that the first deed from Declarant to an Owner of a Condominium Unit is recorded in the Real Property Records of the County or (ii) one hundred and twenty (120) days after the date that deeds to not less than 75% of the Condominium Units that may be created by this Declaration have been recorded in the Real Property Records of the County

"Declaration" means this Condominium Declaration for The Dawn, a Condominium, and all recorded amendments thereto, which Declaration and all amendments thereto, shall be recorded in the County.

"Development Rights" means a right or combination of rights to (i) create Units, General Common Elements or Limited Common Elements within the Condominium, (ii) subdivide Units or convert Units into Common Elements; or (iii) withdraw real property from the Condominium. The Development Rights so reserved may be exercised by Declarant to the extent and only if permitted by the Act and at all times while Declarant owns any Unit or other real property interest in the Condominium, or for such lesser time as may be permitted by the Act.

"Easements" means collectively the Access Easement, the Common Elements Easement, the Roof Easement, the Support Easement, the Parking Easement, the Vertical Easement and the Utility Easement.

"First Lien Indebtedness" means any indebtedness secured by a first and prior lien or encumbrance upon an Owner's Unit

"First Mortgagee" means any Person which is the holder, insurer or guarantor of First Lien Indebtedness and which has provided the Association with written notice of its name, address and description of the Owner's Unit upon which it holds the First Lien Indebtedness

"General Common Elements" means all portions of the Common Elements that are not Limited Common Elements

"Improvements" means all Buildings, pavement, fencing, landscaping, recreational facilities, plumbing, electrical and telephone lines and computer cables and man-made objects of every type, existing or placed on the Land

"Insurance Proceeds" means any and all proceeds received by an Owner from an insurance company as a result of a casualty loss in connection with an Owner's Unit

"Land" means that certain approximately 7.0637 acre tract of land located in the County and more particularly described in Exhibit "A" attached to this Declaration, together with all and singular the rights and appurtenances pertaining thereto

"Late Fee" means a fee or charge which may be imposed by the Board on an Owner who fails to pay an Assessment within five (5) days following the due date in an amount which is determined by the Board from time to time as sufficient to compensate the Association for the administrative expenses associated with the late payment.

"Limited Common Elements" means those portions of the Common Elements that are allocated by this Declaration and the Map for the exclusive use of one or more, but less than all, of the Units

"Manager" means any experienced and professional manager or management company with whom the Association contracts for the day-to-day management of the Property and/or the administration of the Association and the Condominium.

"Map" means the plats and plans described on Exhibit "B", attached hereto and made a part hereof, including, without limitation, a survey plat of the Land and dimensional drawings that horizontally and vertically identify and describe the Units and the Common Elements

"Monthly Assessment" means the monthly assessment established pursuant to Section 6.1 of this Declaration by the Board of Directors to pay Common Expenses when due.

"Owner" means any Person (including Declarant) owning fee title to a Condominium Unit, but does not include any Person having an interest in a Condominium Unit solely as security for an obligation.

"Owner's Unit" means each Condominium Unit, Parking Unit and Storage Unit owned by an Owner, together with the unrestricted right of ingress and egress thereto

"Parking Easement" means a perpetual, irrevocable and non-exclusive easement covering the parking area, as shown on the Map, for the purposes of maintenance, repair and security of and relating to such area.

"Parking Unit" means a physical portion of the Condominium that is designated for separate ownership used exclusively for parking of automobiles by an Owner and which is not a Limited Common Element

"Past Due Rate" means the maximum lawful rate of interest under Texas law or, if there be no maximum lawful rate, the rate of 18% per annum

"Person" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Property" means the Land and the Improvements.

"Regulations" means the rules and regulations of the Association initially adopted by the Board of Directors and relating to the appearance, use and occupancy of the Property, including exterior appearance, use and occupancy of the Units, as amended from time to time

"Rents" means any and all rental or other income received by an Owner in connection with the leasing of an Owner's Unit.

"Roof Easement" means a perpetual, non-exclusive easement over and above the entire surface of the roof of the Building for electric, telecommunications, transmitting and similar equipment as specified in Section 3.5(c)

"Special Assessments" means special assessments established by the Board of Directors under the provisions of Section 6.2 and Article VII of this Declaration from time to time.

"Special Declarant Rights" means rights reserved for the benefit of Declarant to, (i) complete Improvements shown on the Map, (ii) exercise any Development Right; (iii) make the Condominium a part of a larger condominium or planned community; (iv) maintain the sales, management and leasing offices and models described in Section 3.1(c) of this Declaration, as well as signs advertising the Units or the Condominium; (v) use Easements through any Common Elements for the purpose of making improvements within the Condominium or the Property; (vi) appoint or remove any officer or board member of the Association during any period of Declarant Control, or (vii) exercise the rights and powers enumerated in Section 3.4.

"Storage Unit" means a physical portion of the Condominium that is designated for separate ownership and is used exclusively for storage by an Owner and which is not a Limited Common Element.

"Support Easement" means a perpetual and irrevocable easement for support of all foundations, footings, columns, girders, support beams and any and all other structural members that support, uphold or are a part of the Building

"Systems" includes, but is not limited to, all fixtures, equipment, pipes, lines, wires, computer cables, conduits and other systems used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, wastewater, sewage, and audio and video signals.

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"Tenant" means any Person having the right to occupy a Unit pursuant to a lease granted by an Owner

"Unit" means a physical portion of the Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted on the Map), and includes (i) all Systems which exclusively serve such Unit and (ii) the finish materials, fixtures and appliances contained in the Unit, but excludes (a) any of the structural components of the Building in which such Unit is located and (b) Systems which serve more than one Unit, all as subject to and further described in Section 82.052 of the Act

"Utility Easement" means a perpetual and irrevocable easement for utilities

"Vertical Easement" means a perpetual and irrevocable easement for access to the Condominium through the stairways located within the Building.

"Working Capital Contribution" means an amount equal to the Monthly Assessment multiplied by two (2) to be contributed to the Association by each Owner or Declarant as provided in Section 9.3 of this Declaration.

Section 1.2. Number and Gender. Whenever the context requires, references in this Declaration to the singular number shall include the plural, and, likewise, the plural number shall include the singular, and words denoting gender shall include the masculine, feminine and neuter.

ARTICLE II

General Provisions

Section 2.1. Creation of Units: Map.

(a) The Property is hereby divided into fee simple estates composed of separately designated Condominium Units, Parking Units, Storage Units, and such Condominium Units' undivided interest in and to the Common Elements. Each Condominium Unit (together with such Condominium Unit's undivided interest in the Common Elements), Parking Unit and Storage Unit is for all purposes a separate parcel of and estate in real property. Accordingly, each such separate parcel of and estate in real property shall be deemed to include the Common Elements Easement that is hereby granted and conveyed to each Owner by Declarant. The separate parcels of and estates in real property designated hereby shall be created on the date of filing of this Declaration in the Real Property Records of the County, and shall continue until this Declaration is revoked or terminated in the manner herein provided.

(b) The Map sets forth, inter alia, the following: (1) a general description and diagrammatic plan of the Land; (2) the location and dimension of all real property subject to Declarant's Development Rights; (3) all Improvements, including each Unit showing its Building location, floor and number and, by identifying Unit number as applicable, the

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Limited Common Elements appurtenant thereto; and (4) such other information as is desirable or required pursuant to Section 82.054 of the Act, including a certification as to compliance with Section 82.059 of the Act. The measurements set forth on the Map as to each Unit are nominal values taken from the plans and specifications for the Property and may not be precisely accurate as to any Unit due to variances in construction and interior floor plans. Declarant shall not be liable to any Owner as a result of any discrepancies in actual Unit measurements from those set forth on the Map, and each Owner, by accepting a deed to a Unit, waives any such claim or cause of action against Declarant.

Section 2.2. Additional Property. (intentionally omitted)

Section 2.3. Allocation of Interests in Common Elements. The undivided interest of each Owner in and to the Common Elements shall be allocated based on the percentages set forth opposite the Unit numbers in Exhibit "C" attached hereto and made a part hereof. The Common Elements shall remain undivided.

Section 2.4. Inseparability of Units; No Partition. Each Unit shall be inseparable, and shall be acquired, owned, conveyed, transferred, leased and encumbered only as an entirety. Except for Units which are owned by Declarant, no Unit shall be subject to physical partition and no Owner or Owners shall bring or be entitled to maintain an action for the partition or division of a Unit or the Common Elements. Any purported conveyance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the Common Elements without the Unit to which such Common Elements are allocated is void ab initio. Parking Units and Storage Units may be acquired, owned, conveyed, and transferred only by and to an Owner.

Section 2.5. Permissible Relationships; Description.

(a) A Unit may be acquired and held by more than one Person in any form of ownership recognized by the laws of the State of Texas.

(b) Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease or encumbrance of a Unit shall legally describe such Unit by its identifying Unit number and Building designation, followed by the words The Dawn, a Condominium, located in Galveston County, Texas, with further reference to the recording data for this Declaration (including the Map and any amendments to the Declaration). Every such description shall be good and sufficient for all purposes to acquire, own, convey, transfer, lease, encumber or otherwise deal with such Unit, and any such description shall be construed to include all incidents of ownership relating to a Unit.

Section 2.6. Mortgage of Unit. An Owner shall be entitled from time to time to mortgage or encumber such Owner's Unit by creating a lien covering Unit under the provisions of a deed of trust, but any lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder which acquires an Owner's Unit through judicial foreclosure, public sale or any other means shall be subject to the terms and provisions of this Declaration, except as specifically provided to the contrary herein. An Owner which mortgages such Owner's Unit shall notify the Association, giving the name and address of said

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Owner's mortgagee The Association shall maintain such information in a book entitled "Mortgagees of Owner's Units."

Section 2.7. Alteration of Boundaries of Units. If an Owner (including Declarant) or if two or more Owners own Units which adjoin horizontally (on the same floor), such Owner or Owners shall have the right to relocate the boundaries between such adjoining Units by removing and relocating all or any part of any intervening partition, notwithstanding the fact that such partition may in whole or in part be a Common Element, so long as no portion of any bearing wall or bearing column is weakened or removed and no portion of any Common Element (other than the partition) is damaged, destroyed or endangered; provided, however, that the Owner or Owners shall have the right to relocate certain Common Elements which are located within the said partition (such as pipes, flues, conduits, shafts, vents, ducts, wiring and the like) so long as such relocation is performed in a good and workmanlike manner by a capable and experienced workman and such Common Elements are fully operational upon completion of such relocation. Notwithstanding the above, prior to the commencement of any such alterations, such Owner or Owners shall submit to the Board of Directors for its approval full and complete plans and specifications relating to such alterations and a report of a structural engineer evidencing the feasibility of such proposed alterations. The Board of Directors may request such additional information as it deems necessary to evaluate the alteration request. Within a reasonable period of time following its receipt of the plans and specifications and all such other requested information, the Board of Directors shall provide to the Owner written acknowledgment of the Board of Director's receipt of the alteration request and the Board of Directors shall be deemed to have approved such plans and specifications if it fails to disapprove of such plans and specifications in writing within thirty (30) days after the Owner's receipt of the Board of Directors' written acknowledgment of receipt of the request for alterations. In such event, the Association shall cause an appropriate instrument of amendment to this Declaration to be prepared, executed and recorded in accordance with the provisions of Section 10.2 hereof. The instrument of amendment shall (i) contain such plans and floor plans as are necessary to show the boundaries between the Units involved, which shall be certified as to their accuracy by a registered architect or engineer, (ii) recite the occurrence of any conveyance between the Owners of the Units affected, and (iii) specify any reasonable reallocation of the aggregate percentage ownership interest in the Common Elements pertaining to the Units affected. The Association hereby agrees to cooperate reasonably with such Owner or Owners in effectuating such amendment to this Declaration, provided that all costs and expenses incurred by the Association in connection therewith including attorneys' fees shall be paid exclusively by such Owner or Owners. If any damage is caused to any bearing wall, Common Element (other than the partition), or another Owner's Unit as a result of an Owner's exercise of the rights granted hereunder, all such damage shall be repaired at the sole cost and expense of the Owner or Owners exercising such rights and shall be inspected by an agent of the Association, at the Owner's expense, to ensure building standard conformity. For purposes of this Section 2.7 and in accordance with Section 2.4, each Unit, except for Units owned by Declarant, shall only be joined to an adjoining Unit in its entirety.

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ARTICLE III

Uses, Reservations and Restrictions

Section 3.1. Permitted Use.

(a) Except as provided in this Declaration with respect to Condominium Units owned by Declarant, no Condominium Unit shall be used or occupied for other than single family residential purposes. Parking Units shall be used exclusively for parking purposes and Storage Units shall be used exclusively for storage purposes. Each Unit shall also be subject to limitations on use, occupancy, architectural standards and such other matters as are set forth in the Regulations.

(b) Units may be leased or rented for any term. Any lease of a Unit shall be subject in all respects to the provisions of this Declaration, the Bylaws and the Regulations, and shall provide that any failure by the Tenant thereunder to comply with the terms and provisions of this Declaration, the Bylaws or the Regulations shall be and constitute a default under such lease.

(c) At all times while Declarant is the Owner of any Unit, Declarant may maintain a management office, sales office, models and other sales facilities in the Units or operate within the Condominium a sales, leasing or management office which is not located within a Unit, in which event such office shall be a Common Element subject to the exclusive use of Declarant. Declarant may, upon prior written notice to all Owners, change the location of any Units used as offices or models, but may not increase the size or number of such Units except by amendment of this Declaration.

Section 3.2. Further Use Requirements. Each Owner shall maintain such Owner's Unit in a safe, clean and sanitary condition, and shall not maintain at such Owner's Unit, or permit such Owner's Unit or the Limited Common Elements appurtenant thereto to become, a public or private nuisance.

Section 3.3. Compliance with Declaration, Bylaws and Regulations. Each Owner, by accepting or possessing title to an Owner's Unit and any Tenant having the right to occupy any Owner's Unit pursuant to a lease granted by an Owner, shall automatically be deemed to have agreed to strictly comply with the provisions of this Declaration, the Bylaws and the Regulations. A failure or refusal to so comply with the provisions of any such instrument, after written notice, shall be grounds for an action to recover damages or sums due, with interest thereon at the Past Due Rate, or for injunctive relief, or both, and for reimbursement of all attorneys' fees incurred in connection therewith, which action shall be maintainable by the Board of Directors or the Manager in the name of the Association on behalf of all of the Owners or, in a proper case, by an aggrieved Owner. In addition, an Owner's voting rights in the Association and Owner's or Owner's lessee's right to use and enjoy the General Common Elements may by written notice be suspended by the Association during the period of such noncompliance.

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Section 3.4. Reservations by Declarant. To the extent and only if permitted by the Act, and at all times while Declarant owns any Unit or any other real property interest in the Condominium or for such lesser time as may be permitted by the Act, Declarant reserves, as a part of the Special Declarant Rights, the following rights. (i) to make and record corrections to the Map to conform the same to the actual location of the Improvements, the actual size and location of the Units and/or the proper designation of the elements of the Improvements as Units, General Common Elements or Limited Common Elements; (ii) to establish, vacate, relocate and use the Easements as set forth in this Declaration; provided, however, that no modification of any Easement shall have the effect of altering or destroying a Unit or a Limited Common Element unless consented to by the Owner of such Unit or by the Owner to whose Unit such Limited Common Element is appurtenant, as well as by the First Mortgagee of any such Unit, (iii) to include, in any instrument initially conveying a Unit, such additional reservations, exceptions and exclusions as it may deem consistent with and in the best interests of the Owners and the Association; (iv) have and use an easement over, under and across any and all of the Common Elements to the extent that same may be necessary or useful in constructing, repairing or completing the Units or as may be reasonably necessary for the exercise of any Special Declarant Rights or the performance of any obligations of the Declarant, and (v) exercise any Development Right

Section 3.5. Easements.

(a) Declarant hereby reserves the Access Easement, the Parking Easement and the Utility Easement for the benefit of all Owners, the Association and its agents, employees and representatives, including the Manager and the Manager's agents and employees as the case may be, and each Owner shall by virtue of this Declaration, accept the deed to such Owner's Unit subject to the Access Easement, the Parking Easement and the Utility Easement. Declarant hereby reserves for the benefit of each Owner, the Common Elements Easement and declares that by virtue of this Declaration the Common Elements shall be subject to the Common Elements Easement. Declarant may, in addition to the rights to relocate set forth in this Section 3.5, record an easement agreement or easement relocation agreement in the Real Property Records of the County, specifically locating or relocating the Utility Easement subsequent to the recordation of this Declaration, and the Owner of each Unit, by acceptance of the deed to a Unit, hereby grants Declarant during the period of Declarant Control an irrevocable power of attorney, coupled with an interest, with full power and authority to locate or relocate the Utility Easement.

(b) Declarant hereby reserves for the Declarant, prior to the termination of Declarant Control, and for the Association, after the termination of Declarant Control, the right to grant easements for purpose of utilities over any and all of the Common Elements.

(c) Declarant hereby reserves for the benefit of the Association the Roof Easement as an unmanned site for electronic, telecommunications, receiving and transmitting, and similar equipment.

Section 3.6. Encroachments. If as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance any portion of the Common Elements encroaches upon an Owner's Unit, an irrevocable and perpetual easement for such encroachment and for the maintenance of the same is hereby granted and conveyed to the Association by each Owner at the time each Owner's Unit is conveyed to the Owner. If as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance any portion of an Owner's Unit encroaches upon the Common Elements, or upon any adjoining Owner's Unit, an irrevocable and perpetual easement for such encroachment and for the maintenance of the same is hereby granted to the Owner of such Owner's Unit. Such encroachments and easements shall not be considered or determined to be encumbrances either upon a Unit or upon the Common Elements.

Section 3.7. Mechanic's Liens; Indemnification. No labor performed or materials furnished and incorporated in an Owner's Unit with the consent or at the request of an Owner or an Owner's agents or representatives, shall be the basis for the filing of a lien against the Unit of any other Owner not expressly consenting to or requesting the same, or against the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against all liabilities and obligations arising from the claim of any lien against the Unit of such other Owners or the Common Elements.

Section 3.8. Right of First Refusal. Declarant reserves a right of first refusal (the "First Refusal Right") to repurchase each Unit during the Declarant Control Period. If an Owner shall receive a bona fide written offer (the "Offer") for the purchase of a Unit, the Owner may provide such offer or a written notice (the "Conditional Acceptance") conditionally accepting such Offer subject to the right of first refusal contained in this Declaration. Not later than five days after Owner's receipt of such Offer, Owner shall give written notice to Declarant of Owner's intention to sell the Unit and a copy of the fully executed Offer, including a copy of each document or item which is an exhibit thereto or which is incorporated therein by reference, all amendments or addenda thereto and the Conditional Acceptance (all of such notices and documents together being hereinafter referred to as the "Offer Notice"). Declarant shall have ten (10) business days after receipt of the Offer Notice within which to exercise the First Refusal Right. If the First Refusal Right is not exercised within such period and the transaction contemplated by the Offer Notice is not consummated, Declarant's rights in the Unit shall continue pursuant to this Section 3.8 with respect to any subsequent offer. In the event that the First Refusal Right is exercised, Owner shall execute and deliver to Declarant a special warranty deed conveying title to the Unit to Declarant in accordance with the terms of the Offer.

Section 3.9. Mineral Rights. The Declarant does hereby expressly release and waive, on behalf of itself and its successors or assigns, all rights of ingress and egress and all other rights of every kind and character whatsoever to enter upon, use or in any way disturb the surface of the Land or any part thereof, including, without limitation, the right to enter upon the surface of the Land for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purpose incident to the development or production of the oil, gas and other minerals in, on and under the Land. Nothing herein contained shall ever be construed to prevent the Declarant, or its successors or assigns, from developing or producing the oil, gas

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and other minerals in and under the Land by pooling or by directional drilling under the Land from well sites located on tracts other than the Land

ARTICLE IV

Matters Regarding the Association

Section 4.1. General. The Association has been incorporated as a nonprofit corporation under the Texas Nonprofit Corporation Act. In addition to the powers conferred on the Association under the Bylaws and hereunder, the Association may take all actions authorized by Section 82.102 of the Act. Any and all actions taken by the Association pursuant to this Declaration, the Act or the Bylaws is binding on all Owners. This Declaration does not provide for any limitations or restrictions on the power of the Association or the Board of Directors.

Section 4.2. Allocation of Votes in the Association. Each Owner shall automatically be a member of the Association and shall possess a vote with respect to each Condominium Unit owned by such Owner equal in weight to such Owner's undivided interest in and to the General Common Elements as set forth as each Condominium Unit's percentage of General Common Elements on Exhibit "C" attached to this Declaration. All voting rights of an Owner may be suspended during any period that such Owner is delinquent in the payment of any Assessment duly established pursuant to Article VI or Article VII, or otherwise in default under the terms of this Declaration, the Bylaws or the Regulations. Any matter described herein as requiring approval by a stated percentage or a majority of the Owners shall mean a stated percentage or a majority of the allocated votes held by those Owners who are then eligible to vote.

Section 4.3. Right of Action by Owners. Owners, acting collectively or individually, shall have the right to maintain actions against the Association for its failure to comply with the provisions hereof or to perform its duties and responsibilities hereunder.

ARTICLE V

Maintenance, Alterations, Insurance, Taxes and Utilities

Section 5.1. Maintenance.

(a) Each Owner shall be responsible for and shall maintain and repair, at the Owner's sole cost and expense, the Owner's Unit including, without limitation, all Systems that serve only or are a part of the Owner's Unit, the fixtures and appliances therein contained, and all doors and windows and the replacement thereof (including but not limited to hardware and glass); provided, however, the Association shall be responsible for painting the side of exterior doors which face Common Elements. No Owner shall be required to directly pay the cost and expense of structural repairs to the Owner's Unit or to the Common Elements unless necessitated by the willful or negligent misuse thereof by the Owner, the occupants or the invitees of such Owner's Unit, in which event such costs and expenses shall constitute the sole obligation of the Owner, whose occupants and/or invitees were guilty of such willful or negligent misuse. Any

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maintenance and repair work to an Owner's Unit done by or on behalf of the Owner shall be done in a good and workmanlike manner using materials of equal or better quality than the materials removed, and shall be done in such a manner as not to impair the structural soundness or integrity or to alter the exterior appearance of any Building or Owner's Unit. If an Owner fails to discharge the Owner's maintenance obligations hereunder, the Association shall be entitled (but not obligated) to cause such work to be done, and the cost and expense thereof shall be and constitute a lien upon such Owner's Unit which lien may be enforced in the same method as is provided for the enforcement of Assessment liens pursuant to the provisions of Section 6.4 of this Declaration. Damage to the interior of any Unit resulting from such maintenance, repair and replacement activities by the Association, whether by reason of an emergency or otherwise, shall constitute a Common Expense and be payable by the Association, provided, however, that if such maintenance, repairs or replacements are the result of the misuse or negligence of an Owner, or its guests or invitees, then such Owner shall be responsible and liable for all such damage.

(b) All Common Elements shall be maintained by the Association, the cost and expense of which shall constitute a Common Expense and be payable by the Association. The Association shall maintain in good condition and repair the Common Elements (excepting only maintenance of those portions of the Systems that serve only or are part of an individual Owner's Unit), and shall establish and maintain an adequate reserve fund for such purposes, to be funded by Monthly Assessments rather than by Special Assessments. Subject to the provisions of Section 5.3(d) to this Declaration, nothing herein shall be deemed or construed as relieving any Owner from liability or responsibility for damage to the Common Elements caused by the negligence or misconduct of Owner or Owner's occupants or invitees.

(c) The Association shall not be liable for injury or damage to any person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to any Owner or occupants of any Unit or such Owner's tenant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner or occupant for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

(d) The Association shall be responsible for maintaining any street lights, sidewalk pavers, benches, trash receptacles, bicycle racks, landscaping and irrigation systems along portions of the streets and sidewalks within portions of the Property as may be required of the owner of the Property under applicable laws and the cost thereof shall constitute a Common Expense and shall be payable by the Association.

(e) If a dispute shall arise among Owners as to the proper party to bear a maintenance cost or expense, the Board of Directors shall be entitled to resolve such

dispute, provided, however, that nothing herein shall be deemed or construed as limiting an Owner's right to have the provisions of this Section interpreted by a court of competent jurisdiction; provided further, however, that any such cost or expense so disputed shall be paid in accordance with the determination of the Board of Directors pending final judgment in any such legal proceedings.

Section 5.2. Alterations. No Owner shall be entitled to alter, add to or improve the Owner's Unit, or the Limited Common Elements appurtenant thereto, in a manner as will or might reasonably be expected to affect the structural soundness or integrity or the exterior appearance of any of the Improvements, any System that services more than one Owner's Unit, or any warranty in favor of the Association, without the prior written consent of the Association and in compliance with all Regulations established by the Association. No Owner may alter the size or location of any Parking Unit, any Storage Unit or any parking spaces designated as Limited Common Elements without the prior written consent of the Association. Further, no Owner shall be entitled to make any alteration, addition or improvement to a Limited Common Element appurtenant to more than the Owner's Unit unless the prior written approval of all Owners having an interest therein is obtained. Any alterations, additions and improvements made pursuant to this Section shall be made at the individual cost and expense of the Owner having an interest in the Owner's Unit or Limited Common Element so altered, added to or improved. Declarant reserves the right to have an agent of Declarant and/or the Association inspect all alterations, additions and improvements made pursuant to this Section 5.2 for any evidence that (i) the structural soundness or integrity, (ii) the appearance of any of the Improvements, (iii) any Systems that service more than one Owner's Unit, or (iv) any warranty in favor of the Association, has been affected.

Section 5.3. Insurance.

(a) Commencing upon the first conveyance of any Unit to an Owner other than the Declarant, the Association shall obtain and maintain, as a Common Expense, insurance coverage required pursuant to Section 82.111 of the Act and such additional coverage as the Association deems appropriate.

(b) Insurance policies shall provide that

(1) each Owner is an insured person under such policies with respect to liability arising out of the Owner's ownership of an undivided interest in the Common Elements or membership in the Association;

(2) insurance trust agreements will be recognized;

(3) any right of subrogation of the issuer of the insurance against individual Owners is waived,

(4) the coverage of the policy is not prejudiced by any act or omission of an individual Owner to the extent that such act or omission is not within the collective control of all Owners;

(5) such policy is primary insurance if at the time of a loss under the policy any Owner has other insurance covering the same property covered by the policy;

(6) no action or omission by any Owner, unless validly exercised on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(7) the policy may not be canceled or renewal refused, except after 30 days prior written notice to the Association; and

(8) such policy will not lapse, be cancelled or modified except after 15 days' prior written notice to the Association and to each First Mortgagee listed as such in such insurance policy

(c) The Manager shall be reflected as additional insured on any commercial general liability insurance policy carried by the Association.

(d) The Board of Directors shall have the express authority, on behalf of the Association, to name as insured an authorized representative, including any trustee (or successor thereto) with whom the Association has entered into any insurance trust agreement, which authorized representative shall have exclusive authority to negotiate losses under any policy providing the property or liability insurance required to be provided herein.

(e) By acceptance of a deed to a Unit, each Owner shall be deemed to have irrevocably appointed the Association (which appointment shall be deemed a power coupled with an interest), together with any insurance trustee, successor trustee or authorized representative designated by the Association, as such Owner's attorney-in-fact for the purpose of purchasing and maintaining the insurance required hereunder as well as for submission of and adjustment of any claim for loss, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purpose. The Association or such trustee, successor trustee or authorized representative must receive, hold or otherwise properly dispose of any proceeds of insurance in trust for the Owners and the First Mortgagees as their interests may appear based on the fair market value of the interests damaged or destroyed. Any proceeds paid under such policy shall be disbursed first for the repair or restoration of any damaged Common Elements and Units, and no Owner or First Mortgagee or other lienholder shall receive payment of any portion of such proceeds unless a surplus remains after the Condominium has either been completely restored or the Condominium has been terminated.

(f) The Association shall be entitled to obtain and maintain such additional insurance coverages hereunder as the Board of Directors may deem necessary or appropriate including, without limitation, liability insurance for all officers, directors, trustees and employees of the Association. The premiums for all insurance coverages

maintained by the Association pursuant to this Section shall constitute a Common Expense and be payable by the Association.

(g) Each Owner shall be responsible for obtaining and maintaining at such Owner's sole cost and expense insurance covering all alterations, additions, betterments and improvements to such Owner's Unit and all other personal property located at the Owner's Unit or constituting a part thereof. Each owner shall be responsible for obtaining and maintaining at such Owner's sole cost and expense insurance covering items of property, including vehicles, parked or stored in any Parking Units, parking spaces, and Storage Units. Nothing herein shall be deemed or construed as prohibiting an Owner, at such Owner's sole cost and expense, from obtaining and maintaining such further and supplementary insurance coverages, such as liability insurance, as such Owner may deem necessary or appropriate. All policies of casualty insurance carried by an Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Association for the benefit of all Owners. The Association may, in its sole discretion, without any obligation to do so, insure all alterations, additions, betterments and improvements to the Condominium Units and include the cost as a Common Expense, or assess each Owner for the cost of such insurance.

Section 5.4. Taxes. Declarant shall give written notice to the appropriate taxing authorities of the creation of the Condominium established hereby, and each Unit shall be subject to separate assessment and taxation. Each Owner shall be responsible for and shall pay when due all taxes, assessments and other governmental impositions lawfully levied or assessed with respect to such Owner's Unit. Any taxes, assessments or other governmental impositions lawfully levied or assessed with respect to the Property not separately billed to the Owners shall constitute a Common Expense and be payable by the Association.

Section 5.5. Utilities. Each Owner shall be responsible for and shall pay all gas, electricity and water charges relating to such services used or consumed at or with respect to the occupancy of the Owner's Unit, to the extent such charges are separately metered by the respective utility companies. Any utility charges not so separately metered, and charges relating to such services used in connection with the use and maintenance of the Common Elements, shall constitute a Common Expense and be payable by the Association.

ARTICLE VI

Assessments

Section 6.1. Monthly Assessments; Budget.

(a) The Association shall possess the right, power, authority and obligation to establish a regular Monthly Assessment sufficient in the judgment of the Board of Directors to pay all Common Expenses when due. Such Monthly Assessments so established shall be payable by the Owners on the first day of each calendar month, and shall be applied to the payment of charges for which the Association is responsible, including, without limitation, charges relating to maintenance and repair of elements of

the Property not the responsibility of the Owners, care of the Common Elements, casualty, public liability and other insurance coverages required or permitted to be maintained by the Association, governmental impositions not separately levied and assessed, utilities relating to the Common Elements or not separately metered, professional services, such as management, accounting and legal, and such other costs and expenses as may reasonably relate to the proper maintenance, care, operation and management of the Property, and the administration of the Association and the Condominium established hereby, including an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Elements. No consent or approval of the Owners shall be required for the establishment of the Monthly Assessments. Collection of Monthly Assessments, as to each Owner, shall commence upon the acquisition by such Owner of title to such Owner's Unit. Prior to the termination of the period of Declarant Control, monies in the Association's reserve funds and Working Capital Contributions may not be used for payment of operating expenses of the Condominium.

(b) Prior to the commencement of each fiscal year of the Association, the Board of Directors shall prepare and make available to each of the Owners a budget setting forth the anticipated Common Expenses for the ensuing year. Such budget shall be in sufficient detail so as to inform each Owner of the nature and extent of the Common Expenses anticipated to be incurred. The Association shall mail or deliver to each Owner a statement setting forth each Owner's Monthly Assessment and the date as of which such Monthly Assessment commences to be payable. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the Monthly Assessment payable hereunder, and the failure of the Board of Directors to timely deliver the statement provided for herein shall in no event excuse or relieve an Owner from the payment of the Monthly Assessments contemplated hereby. Any budget prepared and statement delivered to the Owners as hereby contemplated may be amended as and to the extent reasonably necessary, and the amount of an Owner's Monthly Assessment changed to correspond therewith. If the Monthly Assessment for a fiscal year increases more than 20% above the Monthly Assessment for the preceding fiscal year, the Owners may call a Special Meeting where the Owners holding not less than 67% of the votes allocated by the Declaration may limit the increase of the Monthly Assessment to 20% above the Monthly Assessment for the preceding fiscal year.

Section 6.2. Special Assessments. In addition to the Monthly Assessments contemplated by Section 6.1, the Association shall possess the right, power and authority to establish Special Assessments from time to time as may be necessary or appropriate in the judgment of the Board of Directors to pay non-recurring Common Expenses relating to the proper maintenance, care, alteration, improvement, operation and management of the Property, and the administration of the Association and the Condominium established hereby. Except as contemplated by Article VII, no consent or approval of the Owners shall be required for the establishment of a Special Assessment as contemplated by this Section, except for any Special Assessment relating to the alteration or improvement of any element of the Property, which must be approved by the affirmative vote of those Owners holding not less than 67% of the votes

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allocated by this Declaration at a meeting of the Association duly called for purposes of considering same

Section 6.3. Obligation to Pay Assessments. Each Owner shall be personally obligated to pay its share (i.e., in accordance with such Owner's undivided interest in and to the Common Elements as set forth in Exhibit "C") of all Assessments duly established pursuant to this Article and Article VII Unpaid Assessments due as of the date of the conveyance or transfer of a Condominium Unit shall not constitute a personal obligation of the new Owner (other than such new Owner's prorata share of any reallocation thereof); however, the former Owner shall continue to be personally liable for such unpaid Assessment. No Owner shall be entitled to exemption from liability for Owner's obligation to pay such Assessments by waiver of the use and enjoyment of the Common Elements, by an abandonment of the Owner's Unit or by any other action whatsoever. Any Owner who fails to pay an Assessment within five (5) days of the date due may be charged either a Late Fee or interest on the past due balance at the Past Due Rate from the date due and such Assessment shall be recoverable by the Association, together with interest or a Late Fee as aforesaid and all costs and expenses of collection, including reasonable attorneys' fees, by suit in a court of competent jurisdiction sitting in the County. It shall be the responsibility of the Board of Directors to collect any such delinquent Assessment, the existence of which shall be made known by written notice delivered to the defaulting Owner and, where requested, the Owner's First Mortgagee

Section 6.4. Lien to Secure Payment of Assessments. Declarant hereby reserves and assigns to the Association a lien, pursuant to the provisions of Section 82.113 of the Act, against each Owner's Unit, the Rents, if any, payable to the Owner of any Unit and Insurance Proceeds received by the Owner of any Unit to secure the payment of all Assessments, which lien shall be and constitute a lien and encumbrance, in favor of the Association, upon such Owner's Unit, the Rents, and any Insurance Proceeds. The liens established herein shall be prior and superior to all other liens and encumbrances subsequently created upon such Owner's Unit, Rents and Insurance Proceeds, regardless of how created, evidenced or perfected, other than the lien securing the payment of First Lien Indebtedness (provided such lien was recorded prior to the date on which the Assessment became delinquent) and the liens for unpaid taxes, assessments and other governmental impositions. The liens and encumbrances created herein may be enforced by any means available at law or in equity, including, without limitation, a non-judicial foreclosure sale of the Unit of a defaulting Owner; such sale to be conducted in the manner set forth in Texas Property Code Section 51.002 (as now written or as hereafter amended). The Owner of each Unit, by acquisition of such Owner's Unit, grants to the Association a power of sale in connection with the Association's liens. By written resolution, the Board of Directors may appoint, from time to time, an officer, agent, trustee or attorney of the Association to exercise the power of sale on behalf of the Association. The Association may bid for and purchase the Owner's Unit, as a Common Expense, at any such foreclosure sale. The foreclosure by a First Mortgagee of an Owner's Unit in order to satisfy First Lien Indebtedness will extinguish the subordinate lien for any Assessments which became payable prior to the date of such foreclosure sale

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Section 6.5. Commencement of Obligation to Pay Assessments. Each Owner, other than Declarant, shall be obligated to commence payment of all Assessments against such Owner's Unit on the date the Owner's Unit is conveyed to the Owner. If such date is other than the first day of a month, then such Owner shall be obligated to pay only a prorata share of the Assessment against such Owner's Unit based on the number of days during such month that the Owner will hold title to the Owner's Unit. Prior to the end of the Declarant Control, Declarant shall not be required to pay Assessments on Units owned by Declarant, but so long as Declarant is not paying Assessments on Units owned by Declarant, Declarant shall pay all Common Expenses of the Condominium less any amounts collected from the other Owners (excluding portions thereof allocable to the working capital fund and replacement reserves); provided, however, nothing contained herein shall prevent Declarant from collecting from the purchaser of a Unit at closing any expenses, such as taxes or insurance, that Declarant prepaid on behalf of the Unit being purchased. Declarant shall be obligated to commence payment of all Assessments against Units owned by Declarant on the earlier of the termination of the period of Declarant Control or three (3) years following the first conveyance of a Condominium Unit by Declarant to an Owner. If such date is other than the first day of a month, then Declarant shall be obligated to pay only a prorata share of the Assessments against such Units based on the number of days remaining during such month.

Section 6.6. Redemption by Owner. The Owner of a Unit purchased by the Association at a foreclosure sale of the Association's lien for Assessments may redeem the Unit not later than the 90th day after the date of the foreclosure sale. To redeem the Unit, the Owner must pay to the Association all amounts due to the Association at the time of the foreclosure sale, interest from the date of foreclosure sale to the date of redemption at the Past Due Rate, reasonable attorneys' fees and costs incurred by the Association in foreclosing the lien, any Assessment levied against the Unit by the Association after the foreclosure sale, and any reasonable costs incurred by the Association, as Owner of the Unit, including costs of maintenance and leasing. Upon redemption, the Association shall execute a deed to the redeeming Owner of the Unit. The exercise of the right of redemption is not effective against a subsequent purchaser or lender for value without notice of the redemption after the redemption period expires unless the redeeming Owner of the Unit records prior to such date the deed from the Association or an affidavit stating that the Owner has exercised the right of redemption. A Unit that has been redeemed remains subject to all liens and encumbrances on the Unit before foreclosure. All Rents collected from the Unit by the Association from the date of foreclosure sale to the date of redemption belong to the Association, but the Rents shall be credited against the redemption amount. If the Association purchases a Unit at a sale foreclosing the Association's lien, the Association may not transfer ownership of the Unit during the redemption period to a person other than a redeeming Owner.

Section 6.7. Notice of Default. If the Owner of a Unit defaults in the Owner's monetary obligations to the Association, the Association may notify lienholders of the default and the Association's intent to foreclose its lien. The Association shall notify any holder of a recorded lien or duly perfected mechanic's lien against a Unit which has given the Association a written request for notification of the Owner's monetary default or the Association's intent to foreclose its lien.

Section 6.8. Alternative Actions. Nothing contained in this Declaration shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien.

ARTICLE VII

Loss and Obsolescence

Section 7.1. Loss or Damage. The following provisions shall govern in the event the Improvements, or any part thereof, are damaged or destroyed by fire or other casualty

(a) Prompt written notice of any such substantial damage or destruction shall be given to all First Mortgagees

(b) The Association shall promptly proceed with the full restoration and repair of such damage or destruction unless (i) the Condominium is terminated; (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (iii) at least 80% of Owners (including each Owner of a Unit or assigned Limited Common Element that will not be rebuilt or repaired) vote not to rebuild.

(c) The amount by which such restoration and repair costs exceed collectible insurance proceeds shall be and constitute a Special Assessment payable by the Owners within 30 days of the date notice of such Special Assessment is delivered by the Association.

(d) Any excess insurance proceeds remaining after such restoration and repair, or any insurance or sales proceeds available absent such restoration and repair, shall be received and held in trust by the Association in separate accounts for each Owner according to each Owner's individual interest in the General Common Elements as set forth in Exhibit "C", and be applied, without contribution from one such account to another, as follows.

(i) first, to the payment of any taxes and special assessment liens or other governmental impositions in favor of any assessing entity having authority with respect to such Owner's Unit;

(ii) second, to the payment of the balance of the First Lien Indebtedness of such Owner;

(iii) third, to the payment of any delinquent Assessment with respect to such Owner's Unit, and

(iv) the balance, if any, to such Owner or such other parties as shall be entitled thereto

Section 7.2. Matters Relating to Restoration and Repairs. Any restoration and repair work undertaken by the Association pursuant to Section 7.1 shall be performed in a good

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and workmanlike manner with a view to restoring the Improvements to a condition similar to that existing prior to such damage or destruction; provided, however, that in no event shall the Association be responsible for restoring, repairing or replacing any improvements to a Unit made by an Owner, or the contents located in such Owner's Unit. All such restoration and repair work, whether done by the Association or an Owner, shall be effected in a manner so as to observe all vertical and horizontal Unit boundaries existing prior to such damage or destruction.

Section 7.3. Obsolescence of Common Elements. If the Owners holding not less than 67% of the allocated votes shall vote, at a meeting of the Association duly called for purposes of considering same, that the Common Elements, or any part thereof, including those Limited Common Elements consisting of Systems which serve only, or are a part of, individual Units, are obsolete, the Association shall promptly proceed with the necessary replacements and improvements thereto pursuant to a budget established for such purpose, and the cost thereof shall be and constitute a Special Assessment payable by all Owners within 30 days of the date notice of such Special Assessment is delivered to them by the Association.

Section 7.4. Obsolescence of the Property. If the Owners holding not less than 80% of the allocated votes shall determine, at a meeting of the Association duly called for purposes of considering same, that the Property is obsolete, the Association, after first obtaining the written consent of the First Mortgagees holding liens on Units whose Owners hold not less than 80% of the allocated votes, shall promptly proceed with the sale thereof in its entirety. Any proceeds from such sale shall be received, held and applied for and on account of the Owners as provided in Section 7.1(d).

Section 7.5. Association as Attorney-in-Fact. Each Owner, by acceptance or possession of title to a Unit, hereby irrevocably makes, constitutes and appoints the Association, and each and every of its successors in interest hereunder, as Owner's true and lawful attorney-in-fact, for and in Owner's name, place and stead, upon the damage or destruction of the Property, or any part thereof, or upon any determination by the Owners made pursuant to this Article, to take any and all actions, and to execute and deliver any and all instruments, as the Board of Directors may, in its sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of this Article VII, hereby giving and granting unto the Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the premises as fully, to all intents and purposes, as an Owner might or could do, hereby ratifying and confirming whatsoever the Association may do by virtue hereof. The Association is hereby authorized, in the name and on behalf of all Owners, to do and perform all actions necessary or appropriate to effect the intent and purposes of this Article as aforesaid, including, without limitation, the power and authority to make and settle claims under any insurance policies maintained by the Association, contract for and with respect to restoration and repair work, contract for and with respect to replacements and improvements to the Common Elements (to the extent authorized as contemplated by Section 7.3), to contract for and with respect to a sale of the Property (to the extent contemplated by Section 7.4), and to execute and deliver all instruments necessary or incidental to any such actions.

ARTICLE VIII

Condemnation

Section 8.1. General Provisions. If all or any part of the Property is taken or threatened to be taken by eminent domain or by action in the nature of eminent domain (whether permanent or temporary) the Board of Directors and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board of Directors shall give such notice as it receives of the existence of such proceeding to all Owners and to all First Lien Mortgagees which have requested such notice. The expense of participation in such proceedings by the Board of Directors shall be a Common Expense. The Board of Directors is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board of Directors in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board of Directors, acting as trustee, and such damages or awards shall be applied or paid as hereinafter provided. Any restoration or repair of the Property following a partial condemnation shall be performed in accordance with the provisions of this Declaration and shall follow, as nearly as possible, the original plans and specifications for the Property, unless otherwise approved by all First Mortgagees.

Section 8.2. Taking of One Unit. In the event of any taking of an Owner's Unit or a part thereof by eminent domain or sale or other transfer in lieu thereof if an Owner shall vacate and abandon an Owner's Unit by virtue of such taking, the Owner and any First Mortgagee of such Owner shall be entitled to the award for such taking, including the award for the value of such Owner's interest in the Common Elements, whether or not such Common Element interest is acquired, and, after payment thereof, such Owner and Owner's First Mortgagee shall be divested of all interest in the Property. If any repair or rebuilding of the remaining portions of the Property is required as a result of such taking, the remaining Owners shall determine by the affirmative vote or written consent of the remaining Owners owning a majority of interests in the Common Elements either to rebuild or repair the Property or to take such other action as such remaining Owners may deem appropriate. If no repair or rebuilding shall be required, or if none be undertaken, the remaining portion of the Property shall be resurveyed, if necessary, and the Declaration shall be amended to reflect such taking and to proportionately readjust the percentages of ownership of the remaining Owners based upon a continuing total ownership of the Property of 100% and such amendment shall be duly recorded.

Section 8.3. Taking of Common Elements. If an action in eminent domain is brought to condemn a portion of the Common Elements together with or apart from any Unit, the Board of Directors, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of Common Elements only, all damages and awards shall be determined for such taking as a whole and not for any Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be held by the Board of Directors, acting as trustee for each Owner, or Owner's mortgagee or Mortgagees, as their interests shall appear, in proportion to such Owner's percentage interest in the Common

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Elements, except that the portion of any such award attributable to the condemnation of a Limited Common Element shall be allocated among the Owners of the Condominium Units served by such Limited Common Elements, as such Owner's interests existed in the Limited Common Elements condemned. The Board of Directors may, if it deems advisable, call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible the Common Elements taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Board of Directors on behalf of the Owners and duly recorded

Section 8.4. Taking of Several Units. In the event that an eminent domain proceeding results in the taking of all or part of those Units comprising less than 2/3rds of the total number of Units in the Condominium, then the damage and awards for such taking shall be determined for each Unit and the following shall apply:

(a) The Board of Directors shall determine which of the Units damaged by such taking may be habitable for the purposes set forth in the Declaration, taking into account the nature of the Property and the reduced size of each Unit so damaged.

(b) The Board of Directors shall determine whether it is reasonably practicable to operate the remaining Units of the Property, including those damaged Units which may be habitable, as a condominium project in the manner provided in this Declaration.

(c) If the Board of Directors determines, with the consent of 51% of the First Mortgagees, that it is not reasonably practicable to operate the undamaged Units and the damaged Units which can be made habitable as a condominium project, then the Property shall be deemed to be regrouped and merged into a single estate owned jointly in the undivided interest by all Owners, as tenants-in-common, in the percentage interests previously owned by each Owner in the Common Elements

(d) If the Board of Directors determines that it will be reasonably practicable to operate the undamaged Units and the damaged Units which can be made habitable as a condominium project, then the damages and awards made with respect to each Unit which has been determined to be capable of being made habitable shall be applied to repair and reconstruct such Unit so that it is made habitable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed pro rata against the Owners of those Units which are being repaired or reconstructed so as to be made habitable. With respect to those Units which may not be made habitable, the award made with respect to each such Unit shall be paid to the Owner of such Unit or Owner's mortgagee or mortgagees, as their interests may appear, and the remaining portion of such Units, if any, shall become a part of the Common Elements and repair and use of such Units shall be determined by the Board of Directors. Upon the payment of such award for the account of such Owner as provided herein, such Unit shall no longer be a part of the Property, and the percentage interest in the Common Elements appurtenant to each remaining Unit which shall continue as part of the Property shall be equitably

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adjusted to distribute the ownership of the undivided interests in the Common Elements among the reduced number of Owners.

(e) If the entire Property is taken, or 2/3rds or more of the Units are taken or damaged by such taking, all damages and awards shall be held for the accounts of all Owners, and their mortgagee or mortgagees, as their interests shall appear, as provided herein, in proportion to their percentage interests in the Common Elements and this Condominium shall terminate upon such payment. Upon such termination, the Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants-in-common in the percentage interest previously owned by each Owner in the Common Elements

Section 8.5. Payment of Awards and Damages. Any damages or awards provided in this Article to be paid to or for the account of any Owner by the Board of Directors, acting as trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit, secondly, to amounts due under any mortgage instruments duly perfected, thirdly, to the payment of any Assessments charged to or made against the Unit and unpaid; and finally to the Owner

ARTICLE IX

Development Period

Section 9.1. Initial Directors. The Board of Directors shall be initially established by Declarant as set forth in the Bylaws.

Section 9.2. Period of Declarant Control.

(a) Except as is provided in Sections 9 2(b) and 9 2(c) hereinafter, Declarant shall have the right to appoint and remove members of the Board of Directors during the period of Declarant Control. If Declarant voluntarily surrenders control prior to the termination of the period of Declarant Control, Declarant may require that specified actions of the Board of Directors be subject to Declarant approval until the expiration of the period of Declarant Control.

(b) Not later than one hundred and twenty (120) days after Declarant has conveyed to Owners other than Declarant title to 50% of the Units in the Property which may be created by this Declaration, an election shall be held by the Association, pursuant to the Bylaws, for the election of not less than 1/3rd of the members of the Board of Directors.

(c) Not later than the termination of the period of Declarant Control, the Association shall elect all members of the Board of Directors

Section 9.3. Working Capital Contributions.

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CONDOMINIUM DECLARATION - Page 24

(a) Each Owner shall, at the time such Owner purchases a Condominium Unit from Declarant, contribute an amount to the Association equal to the Working Capital Contribution. Such amount shall be a contribution of working capital to the Association and shall not be considered as an advance payment of the Monthly Assessments.

(b) Notwithstanding the foregoing, Declarant shall, not later than the termination of the period of Declarant Control, make the Working Capital Contribution on behalf of each Condominium Unit which is then still owned by Declarant.

(c) Anyone who purchases a Condominium Unit from Declarant after Declarant has made the Working Capital Contribution with respect to such Condominium Unit, shall at the time of such purchase, in lieu of the obligation set forth in subparagraph (a) hereof, reimburse Declarant for the Working Capital Contribution which Declarant made on behalf of such Condominium Unit.

(d) Any purchaser of a Condominium Unit from an Owner other than Declarant shall contribute an amount to the Association equal to two (2) months of Common Expenses of the Working Capital Contribution at the time of purchase. Such amount shall be a contribution of working capital to the Association and shall not be considered as an advance payment of Monthly Assessments.

ARTICLE X

Miscellaneous

Section 10.1. Revocation or Termination of Declaration. This Declaration may be revoked or the Condominium established hereby may be terminated, but only by an instrument in writing, duly approved, executed and acknowledged by those Owners holding not less than 80% of the votes allocated by this Declaration and First Mortgagees holding liens on Units whose Owners hold not less than 80% of the votes allocated by this Declaration. Any such instrument of revocation or termination shall be duly filed of record in the County. If the Property is to be sold upon termination, the agreement effecting such termination shall also set forth the terms of such sale and comply with the provisions of Section 82.068(c) of the Act

Section 10.2. Amendment to Declaration. This Declaration may be amended at a meeting of the Owners at which the amendment is approved by those Owners holding not less than 67% of the allocated votes. Such amendment shall be evidenced by a written instrument executed and acknowledged by an officer of the Association on behalf of the consenting Owners and filed of record in the County. Any such amendment so effected shall be binding upon all of the Owners, provided however that except as permitted or required by the Act, (i) no such amendment shall cause the alteration or destruction of a Unit or of a Limited Common Element unless such amendment has been consented to by the Owner and the First Mortgagee of the Unit which is to be altered or destroyed or by the Owner and First Mortgagee of a Unit to which the Limited Common Element that is to be altered or destroyed is appurtenant, (ii) create or increase Special Declarant Rights, (iii) increase the number of Units, (iv) change the boundaries of a Unit (except as permitted by Section 2.7 of this Declaration), (v) alter or destroy a Unit or Limited

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Common Element (except as permitted by Section 2.7 of this Declaration) or (vi) change the use restrictions on a Unit unless such amendment has been consented to by 100% of the votes of the Association. Notwithstanding the foregoing, no such amendment shall become effective unless approved by Declarant if Declarant still owns one or more Units and the amendment would, in Declarant's reasonable determination, (A) increase or otherwise modify Declarant's obligations, (B) reduce or modify any Special Declarant Rights; or (C) materially inhibit or delay Declarant's ability to complete the Improvements or to convey any portion of the Property owned by Declarant. Notwithstanding the foregoing, Declarant, if Declarant owns a Condominium Unit which has never been occupied, or the Board of Directors, may, without a vote of the Owners, amend the Declaration or the Bylaws in any manner necessary to meet the requirements of the Federal National Mortgage Association, the Federal National Home Loan Mortgage Corporation, the Federal Housing Administration or the Veterans Administration.

Section 10.3. Partial Invalidity. In the event any provision of this Declaration, the Bylaws or the Regulations shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall in no way impair or affect the validity or enforceability of the remainder of such instruments

Section 10.4. Conflicts. In the event any of the provisions of this Declaration, the Bylaws or the Regulations shall be in conflict with the provisions of the Act or the Texas Non-Profit Corporation Act or the Texas Business Corporation Act, the provisions of such statutes shall control. In the event that a conflict exists between the provisions of this Declaration and the Bylaws, the provisions of this Declaration shall control.

Section 10.5. Captions and Exhibits. Captions used in the various articles and sections of this Declaration are for convenience only, and they are not intended to modify or affect the meaning of any of the substantive provisions hereof. All exhibits are incorporated in and made a part of this Declaration.

Section 10.6. Usury. It is expressly stipulated that the terms of this Declaration and the Bylaws shall at all times comply with the usury laws of the State of Texas. If such laws are ever revised, repealed, or judicially interpreted so as to render usurious any amount called for hereunder or under the Bylaws or contracted for, charged or received in connection with any amounts due hereunder or under the Bylaws, or if the Association's exercise of any provisions hereof or of the Bylaws results in any party having paid any interest in excess of that permitted by applicable law, then it is the Association's and/or Declarant's express intent that all excess amounts theretofore collected by the Association be credited on the principal balance of any indebtedness (or, if the indebtedness has been paid in full, refunded to the payor), and the provisions of this Declaration and the Bylaws immediately be deemed reformed and the amounts thereafter collected be reduced, without the necessity of execution of any new document, so as to comply with then applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder.

Section 10.7. Use of Number and Gender. Whenever used herein, and unless the context shall otherwise provide, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders

Section 10.8. Governing Law: Submission to Jurisdiction. This Declaration is executed and delivered as an incident to a conveyance of a Condominium Unit to an Owner negotiated and consummated in Galveston County, Texas, and shall be governed by and construed in accordance with the laws of the State of Texas. Owner, for itself and its successors and assigns, hereby irrevocably (i) submits to the nonexclusive jurisdiction of the state and federal courts in Texas, (ii) waives, to the fullest extent permitted by law, any objection that it may now or in the future have to the laying of venue of any litigation arising out of or in connection with this Declaration or any Condominium Document brought in the District Court of Galveston County, Texas, or in the United States District Court for the Southern District of Texas, Houston Division, (iii) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum, and (iv) agrees that any legal proceeding against any party arising out of or in connection with the Property may be brought in one of the foregoing courts. Owner hereby agrees that service of process upon Owner may be made by certified or registered mail, return receipt requested, at its address specified herein. Nothing herein shall affect the right of Declarant to serve process in any other manner permitted by law or shall limit the right of Declarant to bring any action or proceeding against Owner or with respect to any of Owner's property in courts in other jurisdictions. The scope of each of the foregoing waivers is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Owner acknowledges that these waivers are a material inducement to Declarant's agreement to enter into the agreements and obligations evidenced by the Condominium Documents, that Declarant has already relied on these waivers and will continue to rely on each of these waivers in related future dealings. The waivers in this Section 10.8 are irrevocable, meaning that they may not be modified either orally or in writing, and these waivers apply to any future renewals, extensions, amendments, modifications, or replacements in respect of any and all of the applicable Condominium Documents. In connection with any litigation, this Declaration may be filed as a written consent to a trial by the court.

Section 10.9. Notice To First Mortgagees. The Association shall give all First Mortgagees fifteen (15) days' written notice of any proposed action which requires the consent of a specified percentage of First Mortgagees pursuant to this Declaration.

Section 10.10. Surveillance. The Declarant and/or Association may install an alarm and surveillance system, including monitoring equipment, that monitors certain Common Elements as determined by the Declarant and/or Association in its sole discretion (the "Surveillance System") Each Owner hereby agrees that neither the Declarant nor the Association nor the Manager shall be responsible for, and hereby releases the Declarant, the Association and the Manager from, any and all liabilities, costs, expenses, injuries (including personal injuries), attacks, or accidents (collectively "Injuries") arising out of, connected to or any way related to the acts or omissions of the Association, **EVEN IF ALL OR ANY OF THE INJURIES ARISE OUT OF THE NEGLIGENCE (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF THE DECLARANT, ASSOCIATION, OR ITS MEMBERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR CONTRACTORS.** The Surveillance

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System is not a guaranty or a representation of (i) the capabilities or reliability of such surveillance and alarm systems or (ii) the safety of the Owners or any other person or of any property. Without in any way limiting the foregoing, the Owners agree that neither the Declarant nor the Association shall be liable to the Owners for losses of or damage to property, or for injury or death to any person or persons, caused by (i) unauthorized entry onto any of the Units by any person other than the Owner, and whether or not such unauthorized entry occurs during normal business hours or otherwise or (ii) any guest or invitee of the owners of the other Units or any person entering upon the Units to conduct business (iii) fires or smoke, **EVEN IF THE DAMAGE OR INJURY ARISES OUT OF THE NEGLIGENCE (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF THE ASSOCIATION OR ANY OF ITS PARTNERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS OR CONTRACTORS.**

Section 10.11. Dispute Resolution.

(a) Consensus for Association Action

(1) Except as provided in this Section, the Association may not commence a legal proceeding without approval of Owners holding not less than 2/3rds of the allocated votes of the Association or not less than 3/4ths of the allocated votes of the Association if the legal proceeding is against the Declarant. This Section shall not apply, however, to (i) actions brought by the Association to enforce the Condominium Documents (including, without limitation, the foreclosure of liens); (ii) the imposition and collection of Assessments; (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims brought by the Association in proceedings instituted against it.

(2) Prior to the Association or any Owner commencing any proceeding to which Declarant is a party, including but not limited to an alleged defect of any Unit, Declarant shall have the right to be heard by the Owners, or the particular Owner, and to access, inspect, correct the condition of, or redesign any portion of any improvement as to which a defect is alleged or otherwise correct the alleged dispute

(b) Alternative Method for Resolving Disputes.

Declarant, its officers, directors, employees and agents; the Association, its officers, directors and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Section 10.11 (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Subsection (c) hereof (collectively, "Claims") to the procedures set forth in Subsection (d) hereof.

(c) Claims.

Unless specifically exempted below, all Claims between any of the Bound Parties regardless of how the same might have arisen or on what it might be based including, but

not limited to Claims (a) arising out of or relating to the interpretation, application or enforcement of the Condominium Documents or the rights, obligations and duties of any Bound Party under the Condominium Documents, (b) relating to the design or construction of improvements, or (c) based upon any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party, shall be subject to the provisions of Subsection (d) hereof.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Subsection (d):

(a) any suit by the Association against any Bound Party to enforce the provisions of Article VI (Assessments);

(b) any suit by the Association or Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to act under and enforce the provisions of Article III or Article V,

(c) any suit between or among Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Condominium Documents; and

(d) any suit in which any indispensable party is not a Bound Party.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolutions procedure set forth in Subsection (d).

(d) Mandatory Procedures

(1) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (the Claimant and the Respondent being referred to herein individually, as a "Party", or, collectively, as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely

(i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) the proposed remedy, and

(iv) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(2) Negotiation and Mediation

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(ii) If the Parties do not resolve the Claim within thirty (30) days after the date of the Notice (or within such other period as may be agreed upon the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) days to submit the Claim to mediation under the auspices of the American Arbitration Association ("AAA") in accordance with the AAA's Commercial or Construction Industry Mediation Rules, as appropriate.

(iii) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(iv) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator; provided, however, if the Declarant is the Respondent, the Claimant shall bear all costs of the mediation other than the Declarant's legal fees. If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Subsection(d) and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth in Subsection(d). In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including without limitation, attorneys' fees and court costs.

(3) Binding Arbitration.

(i) Upon Termination of Mediation, Claimant shall thereafter be entitled to initiate final, binding arbitration of the Claim under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry

Arbitration Rules, as appropriate. Such claims shall not be decided by or in a court of law. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. If the claimed amount exceeds \$250,000, the dispute shall be heard and determined by three (3) arbitrators. Otherwise, unless mutually agreed to by the parties, there shall be one (1) arbitrator. Arbitrators shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved.

(n) Each Party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration; provided, however, if Declarant is the Respondent, the Claimant shall bear all costs of the arbitration other than the Declarant's legal fees. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the non-contesting party shall be awarded reasonable attorney's fees and expenses incurred in defending such contest. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator(s).

(iii) The award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

(e) Amendment of Section.


Without the express prior written consent of Declarant, this Article may not be amended for a period of twenty (20) years from the effective date of this Declaration.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration on the day and year first above written.

DECLARANT:

DAWN CONDOMINIUMS, L.P.,
a Texas limited partnership

By. Rosemont Capital Corp.,
Its General Partner

By: 
Name. Brentner P. Shell
Title President

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

This instrument was ACKNOWLEDGED before me, on the 10 day of October, 2005, by Kent Shook, the President of Rosemont Capital Corp., general partner of Dawn Condominiums, L.P., a Texas limited partnership, on behalf of said limited partnership

Angela Ladet
Notary Public - State of Texas



List of Exhibits:

- Exhibit "A"-Legal Description of the Land
- Exhibit "B"-Map
- Exhibit "C"-Allocation of Ownership Interests

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CONDOMINIUM DECLARATION - Page 32

CONSENT AND SUBORDINATION

The undersigned, beneficiary under a Deed of Trust ("Deed of Trust") dated as of October 7, 2005, filed under Clerk's File No. 2005069892 and recorded in the Real Property Records of Galveston County, Texas, approves the foregoing Condominium Declaration for The Dawn (the "Declaration"), and agrees that the Deed of Trust is, and shall at all times continue to be, subject, inferior and subordinate in all respects to the Condominium Declaration

Dated: December 16, 2005

Eastern Saving Bank, FSB

By [Signature]
Name: WILLIAM E. McMAHER
Title: V.P.

STATE OF MARYLAND §
 §
COUNTY OF BALTIMORE §

This instrument was acknowledged before me on this 16th day of December 2005, by William E. McMaher, Vice President of Eastern Savings Bank, FSB, a federally chartered savings bank, on behalf of said federally chartered savings bank

[Signature]
Notary Public - State of Maryland



MICHELE L. HICKS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 10, 2008

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EXHIBIT "A"

Legal Description of the Land

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CONDOMINIUM DECLARATION - Page 1



July 10, 1998

FIELD NOTES

Description of a 7 0637 acre (307,695 square feet) tract of land being all of a called 7 0637 acre tract described by deed recorded under Galveston County Clerk's File No 8605408 and being out of lots 102, 113 and 114 of the Trimble & Lindsay Survey, Galveston County, Texas, and being more particularly described as follows with bearings referenced to a survey of Driftwood Apartments prepared by Infill-Johnson Interests P O Box 877, Galveston, Texas, dated November 4, 1980

BEGINNING at a 5/8-inch iron rod found in the westerly right-of-way line of 69th Street (70-foot wide), said point being the northeast corner of said 7 0637 acre tract and the southeast corner of the Driftwood Apartments, being a called 7 4993 acre tract recorded in Galveston County Clerk's File No 9332027,

THENCE, S 25° 00' 00" E, along the westerly right-of-way line of said 69th Street, a distance of 116 88 feet to a 5/8-inch iron rod found for the northeast corner of a called 0 6432 acre tract of land described in the Warranty Deed to Edgemont Realty Partners, LTD recorded in Galveston County Clerk's File No 9624485,

THENCE, S 58° 17' 48" W, along the north line of said 0 6432 acre tract, a distance of 125 00 feet to a 5/8-inch iron rod found for the northwest corner of said 0 6432 acre tract and an interior corner for the herein described tract,

THENCE, S 25° 00' 00" E, along the west line of said 0 6432 acre tract, a distance of 225 69 feet to an "X" in concrete found in the northerly right-of-way line of Seawall Boulevard (150-foot wide), said point being the southwest corner of said 0 6432 acre tract and the southeast corner of the herein described tract,

THENCE, S 58° 17' 48" W, along the northerly right-of-way line of said Seawall Boulevard, a distance of 861 73 feet to a point for the southeast corner of a called 0 3332 acre tract of land (60-foot wide access easement) as described under Galveston County Clerk's File No 9332027 and the southwest corner of the herein described tract, from which a found "x" in concrete bears S 54° 43' W, 0 65',

THENCE, N 25° 00' 00" W, along the easterly line of said 0 3332 acre tract, a distance of 342 57 feet to a 3/8-inch iron rod found in the southerly line of the aforesaid Driftwood Apartments, said point being the northeast corner of said 0 3332 acre tract and the northwest corner of the herein described tract,

THENCE, N 58° 17' 48" E, along the common north line of said 7 0637 acre tract and the south line of said Driftwood Apartments, a distance of 986 73 feet to the **POINT OF BEGINNING** and containing a computed area of 7 0637 acres (307,695 square feet) of land. This description is based on a ground survey completed July 8, 1998, and is submitted in conjunction with a survey drawing dated March 20, 1997 and last updated on July 10, 1998, Clark-Geogram Job No 84-05-2024


 Gary E. Bowes
 Registered Professional Land Surveyor No 4053



Dallas - Houston - San Antonio

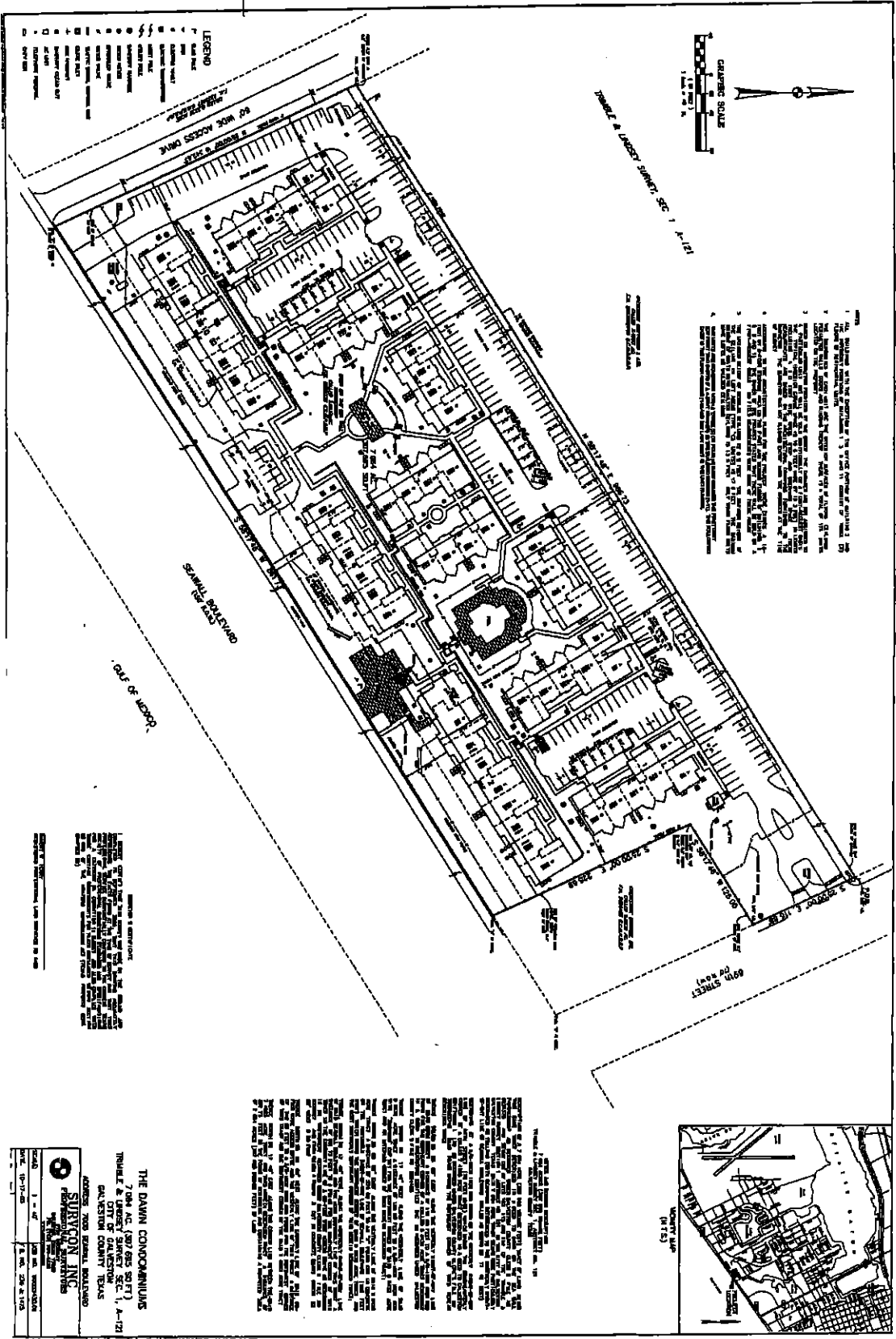
1315 Sherwood Forest - Houston, Texas 77043 - tel 713 461 1400 - fax 713 461 3635 - info@clarksurvey.com

EXHIBIT "B"

Map

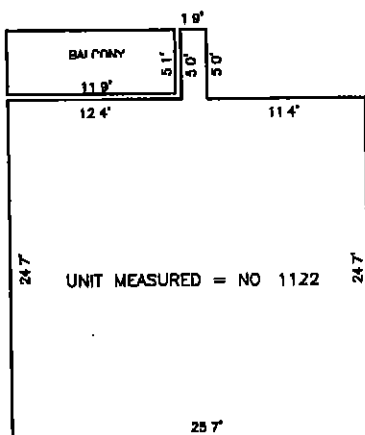
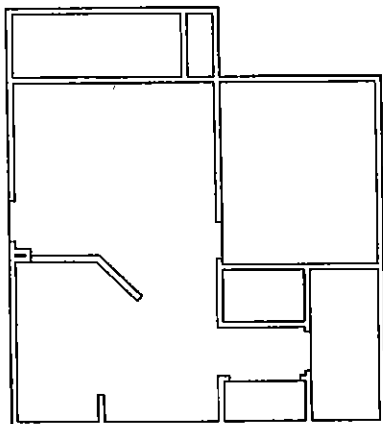
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CONDOMINIUM DECLARATION - Page 1



THE DAWN CONDOMINIUMS
 704 N. AC. (287,000 SQ. FT.)
 TRINITY & BERRY STREET, SEC. 1, A-121
 GALVESTON COUNTY, TEXAS
 ADDRESS: 3000 BEACH BLVD.
SHAWSON INC.
 PROJECT MANAGER
 1000 WEST 17TH ST., SUITE 100
 HOUSTON, TEXAS 77058
 PHONE: (713) 865-1111
 FAX: (713) 865-1112
 DATE: 1-1-87
 SHEET NO. 208 OF 210

THIS PLAN IS THE PROPERTY OF SHAWSON INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SHAWSON INC. THIS PLAN IS THE PROPERTY OF SHAWSON INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SHAWSON INC. THIS PLAN IS THE PROPERTY OF SHAWSON INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SHAWSON INC.



THIS FLOOR PLAN ORIENTATION APPLIES TO FOLLOWING UNITS
111, 121, 311, 321, 911, 921, 1111 & 1121



SURVEYORS CERTIFICATE

THIS DRAWING REPRESENTS THE FACTS AND MEASUREMENTS OF THE SPECIFIC UNIT SHOWN AS FOUND AT THE PREMISES IN SEPTEMBER, 2005, AND THE INFORMATION DEPICTED HEREON COMPLIES WITH THOSE CERTAIN REQUIREMENTS FOR PLATS CONTAINED WITHIN SECTION 82.059 OF THE UNIFORM CONDOMINIUM ACT (TEXAS PROPERTY CODE, CHAPTER 82)

ROBERT W. TERRY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4420

NOTES

- 1 ALL BUILDINGS (EXCEPT OFFICE BUILDING AND THE NORTHERLY PORTION OF BUILDINGS 1, 3, 9 AND 11) CONSIST OF THREE (3) FLOORS OF RESIDENTIAL UNITS
- 2 THE BOUNDARIES OF EACH UNIT ARE THE INTERIOR SURFACES OF FLOORS, CEILINGS, PERIMETER WALLS, DOORS AND WINDOWS THEREOF AND THERE ARE 178 TOTAL UNITS ON THE SUBJECT PROPERTY
- 3 THE MAXIMUM HEIGHT OF UNITS WITH A REGULAR CEILING IS 9.0 FEET THE MAXIMUM HEIGHT OF UNITS WITH A VAULTED CEILING IS 5 FEET THE LOFTS IN THE TYPE "C2" UNITS HAVE A MAXIMUM HEIGHT OF 17.8 FEET ONLY THIRD FLOOR UNITS HAVE VAULTED CEILINGS
- 4 AT THE TIME OF SURVEY NONE OF THE GARAGES ARE ASSIGNED TO A SPECIFIC UNIT THERE ARE 18 GARAGE PARKING SPACES LOCATED ON THE PROPERTY
- 5 THE UNITS ARE NUMBERED WITH A THREE (3) OR FOUR (4) DIGIT NUMBER THE FIRST DIGIT (OR FIRST TWO DIGITS IF A 4-DIGIT NUMBER) IS THE BUILDING NUMBER (1-11) THE FOLLOWING DIGIT IS THE FLOOR NUMBER (1-3) AND THE LAST DIGIT IS THE UNIT NUMBER

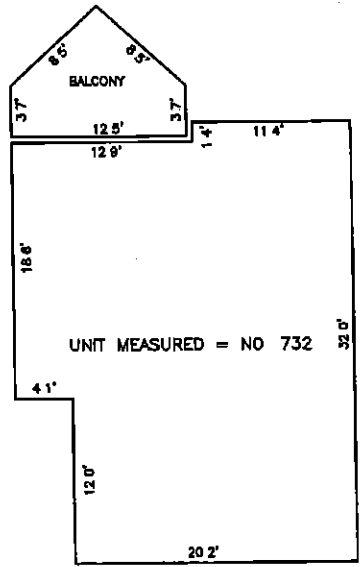
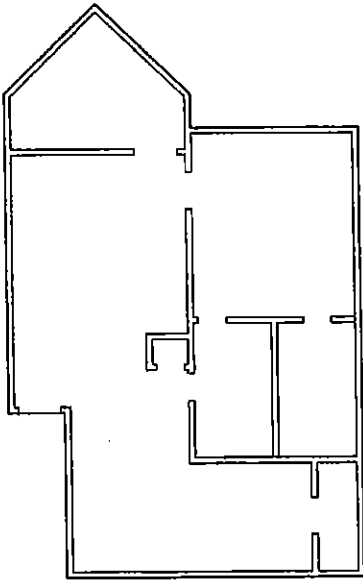
FLOOR PLAN EXHIBIT
UNIT A1/A2 FLOOR PLAN DIMENSIONS OUT OF
THE DAWN CONDOMINIUMS
CITY OF GALVESTON,
GALVESTON COUNTY, TEXAS



SURVCON INC.
PROFESSIONAL SURVEYORS

3757 WOODWAY
HOUSTON, TEXAS 77067
PH (713) 788-4123
WWW.SURVCON.COM

SCALE NTS	JOB NO 60002430 01
DATE. 10-17-05	FB NO
DRN BT	CHK
PROJECT DAWN CONDOMINIUMS	



THIS FLOOR PLAN ORIENTATION APPLIES TO FOLLOWING UNITS.
114, 124, 134, 512, 522, 532, 914, 924, & 934



SURVEYORS CERTIFICATE


THIS DRAWING REPRESENTS THE FACTS AND MEASUREMENTS OF THE SPECIFIC UNIT SHOWN AS FOUND AT THE PREMISES IN SEPTEMBER, 2005, AND THE INFORMATION DEPICTED HEREON COMPLIES WITH THOSE CERTAIN REQUIREMENTS FOR PLATS CONTAINED WITHIN SECTION 82.098 OF THE UNIFORM CONDOMINIUM ACT (TEXAS PROPERTY CODE, CHAPTER 82)

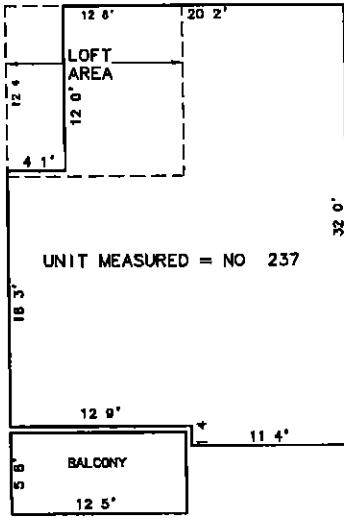
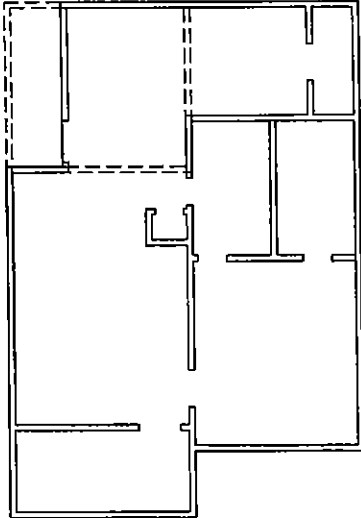
Robert W. Terry
ROBERT W. TERRY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4420

NOTES

- 1 ALL BUILDINGS (EXCEPT OFFICE BUILDING AND THE NORTHERLY PORTION OF BUILDINGS 1, 3, 9 AND 11) CONSIST OF THREE (3) FLOORS OF RESIDENTIAL UNITS
- 2 THE BOUNDARIES OF EACH UNIT ARE THE INTERIOR SURFACES OF FLOORS, CEILINGS, PERIMETER WALLS, DOORS AND WINDOWS THEREOF AND THERE ARE 178 TOTAL UNITS ON THE SUBJECT PROPERTY
- 3 THE MAXIMUM HEIGHT OF UNITS WITH A REGULAR CEILING IS 8.0 FEET THE MAXIMUM HEIGHT OF UNITS WITH A VAULTED CEILING IS 9 FEET THE LOFTS IN THE TYPE "C2" UNITS HAVE A MAXIMUM HEIGHT OF 17.8 FEET ONLY THIRD FLOOR UNITS HAVE VAULTED CEILINGS
- 4 AT THE TIME OF SURVEY NONE OF THE GARAGES ARE ASSIGNED TO A SPECIFIC UNIT THERE ARE 18 GARAGE PARKING SPACES LOCATED ON THE PROPERTY
- 5 THE UNITS ARE NUMBERED WITH A THREE (3) OR FOUR (4) DIGIT NUMBER THE FIRST DIGIT (OR FIRST TWO DIGITS IF A 4-DIGIT NUMBER) IS THE BUILDING NUMBER (1-11) THE FOLLOWING DIGIT IS THE FLOOR NUMBER (1-3) AND THE LAST DIGIT IS THE UNIT NUMBER

**FLOOR PLAN EXHIBIT
UNIT B1/B2 FLOOR PLAN DIMENSIONS OUT OF
THE DAWN CONDOMINIUMS
CITY OF GALVESTON,
GALVESTON COUNTY, TEXAS**

 SURVCON INC. PROFESSIONAL SURVEYORS 8787 WOODWAY HOUSTON, TEXAS 77057 PH (713) 780-4123 www.survcon.com	
SCALE NTS	JOB NO 60002430 01
DATE 10-17-05	FB NO
DRN BT	CHK
PROJECT DAWN CONDOMINIUMS	



THIS FLOOR PLAN ORIENTATION APPLIES TO THE FOLLOWING UNITS:
233, 237, 833, 835, 1033 & 1037 ONLY.



SURVEYORS CERTIFICATE


THIS DRAWING REPRESENTS THE FACTS AND MEASUREMENTS OF THE SPECIFIC UNIT SHOWN AS FOUND AT THE PREMISES IN SEPTEMBER, 2005, AND THE INFORMATION DEPICTED HEREON COMPLIES WITH THOSE CERTAIN REQUIREMENTS FOR PLATS CONTAINED WITHIN SECTION 82.059 OF THE UNIFORM CONDOMINIUM ACT (TEXAS PROPERTY CODE, CHAPTER 82)

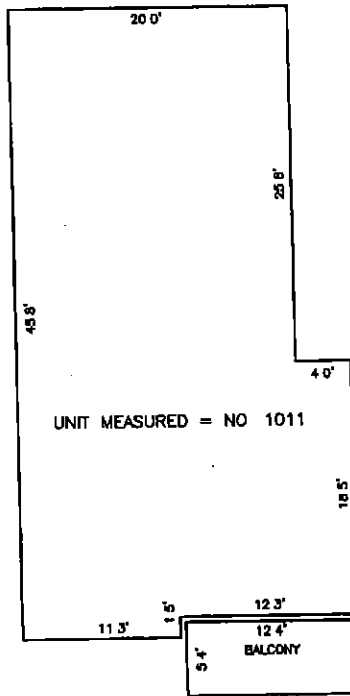
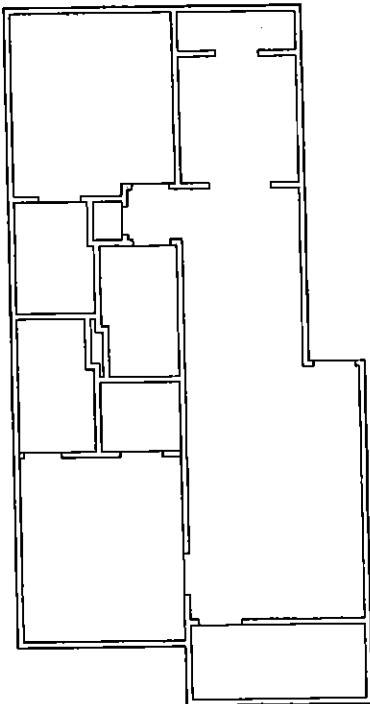
Robert W. Terry
ROBERT W. TERRY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4420

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- 3 THE MAXIMUM HEIGHT OF UNITS WITH A REGULAR CEILING IS 8' 0" FEET THE MAXIMUM HEIGHT OF UNITS WITH A VAULTED CEILING IS 13' 5" FEET THE LOFTS IN THE TYPE "C2" UNITS HAVE A MAXIMUM HEIGHT OF 17' 0" FEET ONLY THIRD FLOOR UNITS HAVE VAULTED CEILINGS
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**FLOOR PLAN EXHIBIT
UNIT C2 FLOOR PLAN DIMENSIONS OUT OF
THE DAWN CONDOMINIUMS
CITY OF GALVESTON,
GALVESTON COUNTY, TEXAS**

 SURVCON INC. PROFESSIONAL SURVEYORS 5757 WOODWAY HOUSTON, TEXAS 77057 PH (713) 780-4123 www.survcon.com	
SCALE NTS	JOB NO 60002430 01
DATE 10-17-05	FB NO
DRN BT/TM	CHK
PROJECT DAWN CONDOMINIUMS	



THIS FLOOR PLAN APPLIES TO FOLLOWING UNIT NO (S)
 414, 424, 434, 616, 626, 636, 814,
 824, 834, 101B, 102B & 103B



SURVEYORS CERTIFICATE


THIS DRAWING REPRESENTS THE FACTS AND MEASUREMENTS OF THE SPECIFIC UNIT SHOWN AS FOUND AT THE PREMISES IN SEPTEMBER, 2005, AND THE INFORMATION DEPICTED HEREON COMPLIES WITH THOSE CERTAIN REQUIREMENTS FOR PLATS CONTAINED WITHIN SECTION 82.059 OF THE UNIFORM CONDOMINIUM ACT (TEXAS PROPERTY CODE, CHAPTER 82)

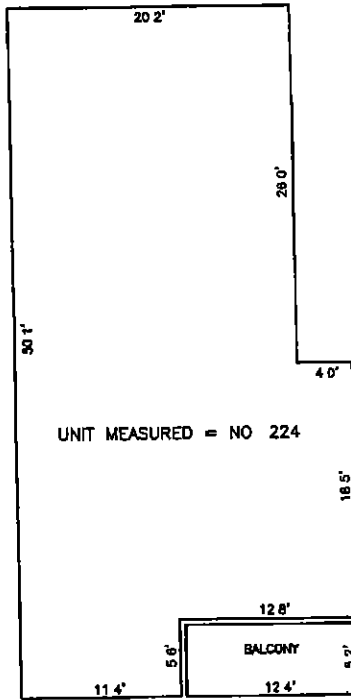
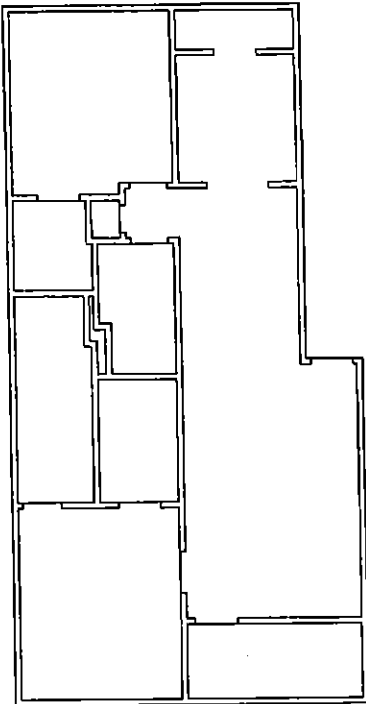
Robert W. Terry
 ROBERT W. TERRY
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4420

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- 3 THE MAXIMUM HEIGHT OF UNITS WITH A REGULAR CEILING IS 9.0 FEET THE MAXIMUM HEIGHT OF UNITS WITH A VAULTED CEILING IS 8 FEET THE LOFTS IN THE TYPE "C2" UNITS HAVE A MAXIMUM HEIGHT OF 17.6 FEET ONLY THIRD FLOOR UNITS HAVE VAULTED CEILINGS
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**FLOOR PLAN EXHIBIT
 UNIT D1/D2 FLOOR PLAN DIMENSIONS OUT OF
 THE DAWN CONDOMINIUMS
 CITY OF GALVESTON,
 GALVESTON COUNTY, TEXAS**

 SURVCON INC. PROFESSIONAL SURVEYORS 5757 WOODWAY HOUSTON, TEXAS 77057 PH (713) 780-4123 www.survcon.com	
SCALE: NTS	JOB NO 60002430 01
DATE 10-17-05	FB NO
DRN- BT	CHK
PROJECT DAWN CONDOMINIUMS	



UNIT MEASURED = NO 224

THIS FLOOR PLAN ORIENTATION APPLIES TO FOLLOWING UNITS
214, 224, 234, 1014, & 1024



SURVEYORS CERTIFICATE

THIS DRAWING REPRESENTS THE FACTS AND MEASUREMENTS OF THE SPECIFIC UNIT SHOWN AS FOUND AT THE PREMISES IN SEPTEMBER, 2005, AND THE INFORMATION DEPICTED HEREON COMPLIES WITH THOSE CERTAIN REQUIREMENTS FOR PLATS CONTAINED WITHIN SECTION 82.059 OF THE UNIFORM CONDOMINIUM ACT (TEXAS PROPERTY CODE, CHAPTER 82)

Robert W. Terry
ROBERT W. TERRY
REGISTERED PROFESSIONAL LAND SURVEYOR NO 4420

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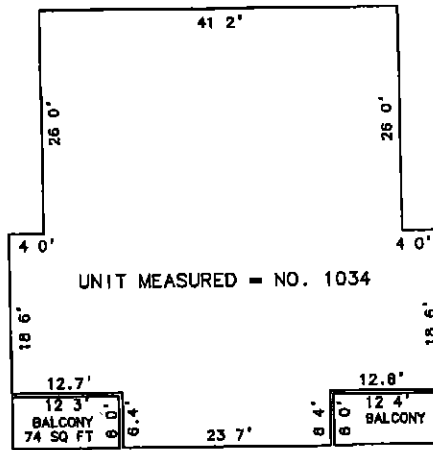
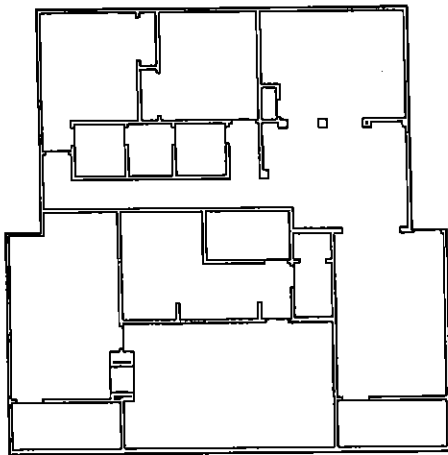
FLOOR PLAN EXHIBIT
UNIT E1/E2 FLOOR PLAN DIMENSIONS OUT OF
THE DAWN CONDOMINIUMS
CITY OF GALVESTON,
GALVESTON COUNTY, TEXAS



SURVCON INC.
PROFESSIONAL SURVEYORS

6787 WOODWAY
HOUSTON, TEXAS 77057
PH (713) 780-4123
www.survcon.com

SCALE NTS	JOB NO 60002430 01
DATE 10-17-05	F.B. NO
DRN BT	CHK
PROJECT DAWN CONDOMINIUMS	



THIS FLOOR PLAN APPLIES TO UNIT 1034/1035 ONLY

SURVEYORS CERTIFICATE

THIS DRAWING REPRESENTS THE FACTS AND MEASUREMENTS OF THE SPECIFIC UNIT SHOWN AS FOUND AT THE PREMISES IN SEPTEMBER, 2005 AND THE INFORMATION DEPICTED HEREON COMPLIES WITH THOSE CERTAIN REQUIREMENTS FOR PLATS CONTAINED WITHIN SECTION 82.059 OF THE UNIFORM CONDOMINIUM ACT (TEXAS PROPERTY CODE, CHAPTER 82)

Robert W. Terry
 ROBERT W. TERRY
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4420



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- 4 AT THE TIME OF SURVEY, NONE OF THE GARAGES ARE ASSIGNED TO A SPECIFIC UNIT. THERE ARE 18 GARAGE PARKING SPACES LOCATED ON THE PROPERTY.
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FLOOR PLAN EXHIBIT
 UNIT F FLOOR PLAN DIMENSIONS OUT OF
 THE DAWN CONDOMINIUMS
 CITY OF GALVESTON,
 GALVESTON COUNTY, TEXAS



SURVCON INC.
 PROFESSIONAL SURVEYORS
 6757 WOODWAY
 HOUSTON, TEXAS 77057
 PH (713) 780-4123
 www.survcon.com

SCALE NTS	JOB NO 60002430 01
DATE 10-17-05	FB NO
DRN BT/TM	CHK
PROJECT DAWN CONDOMINIUMS	

EXHIBIT "C"

Allocation of Ownership Interests

Condominium Unit	Model	Total Size (SF)	Percentage Ownership
111	A	751	0.4414%
112	A	751	0.4414%
113	D	1116	0.6559%
114	B	825	0.4849%
115	B	825	0.4849%
116	D	1116	0.6559%
121	A	751	0.4414%
122	A	751	0.4414%
123	D	1116	0.6559%
124	B	825	0.4849%
125	B	825	0.4849%
126	D	1116	0.6559%
133	D	1116	0.6559%
134	B	825	0.4849%
135	B	825	0.4849%
136	D	1116	0.6559%
211	D	1116	0.6559%
212	B	825	0.4849%
213	B	825	0.4849%
214	E	1167	0.6858%
215	E	1167	0.6858%
216	B	825	0.4849%
217	B	825	0.4849%
218 (office/equipment room)	Office/Equipment room		0.0000%
221	D	1116	0.6559%
222	B	825	0.4849%
223	B	825	0.4849%
224	E	1167	0.6858%
225	E	1167	0.6858%
226	B	825	0.4849%
227	B	825	0.4849%
228	D2	1291	0.7587%
231	D	1116	0.6559%
232	C	987	0.5801%
233	C	987	0.5801%
234	E	1167	0.6858%
235	E	1167	0.6858%
236	C	987	0.5801%
237	C	987	0.5801%
238	D2	1291	0.7587%
311	A	751	0.4414%
312	A	751	0.4414%
313	D	1116	0.6559%
314	B	825	0.4849%

EXHIBIT "C"

Allocation of Ownership Interests

<u>Condominium Unit</u>	<u>Model</u>	<u>Size (SF)</u>	<u>Percentage Ownership</u>
315	B	825	0.4849%
316	D	1116	0.6559%
321	A	751	0.4414%
322	A	751	0.4414%
323	D	1116	0.6559%
324	B	825	0.4849%
325	B	825	0.4849%
326	D	1116	0.6559%
333	D	1116	0.6559%
334	B	825	0.4849%
335	B	825	0.4849%
336	D	1116	0.6559%
411	D	1116	0.6559%
412	B	825	0.4849%
413	B	825	0.4849%
414	D	1116	0.6559%
421	D	1116	0.6559%
422	B	825	0.4849%
423	B	825	0.4849%
424	D	1116	0.6559%
431	D	1116	0.6559%
432	B	825	0.4849%
433	B	825	0.4849%
434	D	1116	0.6559%
511	D	1116	0.6559%
512	B	825	0.4849%
513	B	825	0.4849%
514	D	1116	0.6559%
521	D	1116	0.6559%
522	B	825	0.4849%
523	B	825	0.4849%
524	D	1116	0.6559%
531	D	1116	0.6559%
532	B	825	0.4849%
533	B	825	0.4849%
534	D	1116	0.6559%
611	D	1116	0.6559%
612	B	825	0.4849%
613	B	825	0.4849%
614	B	825	0.4849%
615	B	825	0.4849%
616	D	1116	0.6559%
621	D	1116	0.6559%
622	B	825	0.4849%
623	B	825	0.4849%
624	B	825	0.4849%
625	B	825	0.4849%

EXHIBIT "C"

Allocation of Ownership Interests

Condominium Unit	Model	Size (SF)	Percentage Ownership
626	D	1116	0.6559%
631	D	1116	0.6559%
632	C	987	0.5801%
633	C	987	0.5801%
634	C	987	0.5801%
635	C	987	0.5801%
636	D	1116	0.6559%
711	D	1116	0.6559%
712	B	825	0.4849%
713	B	825	0.4849%
714	D	1116	0.6559%
721	D	1116	0.6559%
722	B	825	0.4849%
723	B	825	0.4849%
724	D	1116	0.6559%
731	D	1116	0.6559%
732	B	825	0.4849%
733	B	825	0.4849%
734	D	1116	0.6559%
811	D	1116	0.6559%
812	B	825	0.4849%
813	B	825	0.4849%
814	D	1116	0.6559%
821	D	1116	0.6559%
822	B	825	0.4849%
823	B	825	0.4849%
824	D	1116	0.6559%
831	D	1116	0.6559%
832	B	825	0.4849%
833	B	825	0.4849%
834	D	1116	0.6559%
911	A	751	0.4414%
912	A	751	0.4414%
913	D	1116	0.6559%
914	B	825	0.4849%
915	B	825	0.4849%
916	D	1116	0.6559%
921	A	751	0.4414%
922	A	751	0.4414%
923	D	1116	0.6559%
924	B	825	0.4849%
925	B	825	0.4849%
926	D	1116	0.6559%
933	D	1116	0.6559%
934	B	825	0.4849%
935	B	825	0.4849%
936	D	1116	0.6559%

EXHIBIT "C"

Allocation of Ownership Interests

Condominium Unit	Model	Size (SF)	Percentage Ownership
1011	D	1116	0.6559%
1012	B	825	0.4849%
1013	B	825	0.4849%
1014	E	1167	0.6858%
1015	E	1167	0.6858%
1016	B	825	0.4849%
1017	B	825	0.4849%
1018	D	1116	0.6559%
1021	D	1116	0.6559%
1022	B	825	0.4849%
1023	B	825	0.4849%
1024	E	1167	0.6858%
1025	E	1167	0.6858%
1026	B	825	0.4849%
1027	B	825	0.4849%
1028	D	1116	0.6559%
1031	D	1116	0.6559%
1032	C	987	0.5801%
1033	C	987	0.5801%
1034	F	2334	1.3717%
1036	C	987	0.5801%
1037	C	987	0.5801%
1038	D	1116	0.6559%
1111	A	751	0.4414%
1112	A	751	0.4414%
1113	D	1116	0.6559%
1114	B	825	0.4849%
1115	B	825	0.4849%
1116	D	1116	0.6559%
1121	A	751	0.4414%
1122	A	751	0.4414%
1123	D	1116	0.6559%
1124	B	825	0.4849%
1125	B	825	0.4849%
1126	D	1116	0.6559%
1133	D	1116	0.6559%
1134	B	825	0.4849%
1135	B	825	0.4849%
1136	D	1116	0.6559%
Parking Unit #1			0.0000%
Parking Unit #2			0.0000%
Parking Unit #3			0.0000%
Parking Unit #4			0.0000%
Parking Unit #5			0.0000%
Parking Unit #6			0.0000%
Parking Unit #7			0.0000%
Parking Unit #8			0.0000%

EXHIBIT "C"

Allocation of Ownership Interests

Condominium Unit	Model	Size (SF)	Percentage Ownership
Parking Unit #9			0.0000%
Parking Unit #10			0.0000%
Parking Unit #11			0.0000%
Parking Unit #12			0.0000%
Parking Unit #13			0.0000%
Parking Unit #14			0.0000%
Parking Unit #16			0.0000%
Parking Unit #17			0.0000%
Parking Unit #18			0.0000%
TOTAL		170154	100.00%



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2005 DEC 20 03:22 PM 2005085919
MAYCUM \$116.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS



**AMENDMENT TO CONDOMINIUM
DECLARATION FOR THE DAWN**

THE STATE OF TEXAS
COUNTY OF GALVESTON

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS

This Amendment to Condominium Declaration (this "Amendment") is made the 4th day of October, 2006, by THE DAWN CONDOMINIUM ASSOCIATION, INC , a Texas non-profit corporation (the "Association"), and DAWN CONDOMINIUMS, L P , a Texas limited partnership (the "Declarant")

WHEREAS, by that certain Condominium Declaration for The Dawn, a condominium, dated October 10, 2005, executed by the Declarant and filed under Clerk's File No 2005085919 and recorded in the Official Records of Real Property of Galveston County, Texas (the "Official Records") (the "Declaration"), the Property, as defined therein, was made subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, and

WHEREAS, Section 10.2 of the Declaration provides that it may be amended as specified therein, and

WHEREAS, Declarant owns not less than sixty-seven percent (67%) of the votes within the Property subject to the Declaration and wishes to amend the Declaration as hereinafter specified

NOW, THEREFORE, for and in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant and the Association hereby amend the Declaration as follows

1 Section 5.5 of the Declaration is amended and restated to read as follows

"Section 5.5 Utilities Each Owner shall be responsible for and shall pay all gas, electricity and water charges relating to such services used or consumed at or with respect to the occupancy of the Owner's Unit. Any utility charges which are not separately metered may either be paid by the Association as a Common Expense or the Association's Board of Directors may elect to invoice each Owner for its prorata share of such utility charges based on the square footage of the Unit or another fair and reasonable method of allocation "

003694 000146/859505 2

2 Section 6 1(a) of the Declaration is amended and restated to read as follows

"Section 6 1 Monthly Assessments, Budget

(a) The Association shall possess the right, power, authority and obligation to establish a regular Monthly Assessment sufficient in the judgment of the Board of Directors to pay all Common Expenses when due. Such Monthly Assessments so established shall be payable by the Owners on the first day of each calendar month, and shall be applied to the payment of charges for which the Association is responsible, including, without limitation, charges relating to maintenance and repair of elements of the Property not the responsibility of the Owners, care of the Common Elements, casualty, public liability and other insurance coverages required or permitted to be maintained by the Association, governmental impositions not separately levied and assessed, utility charges for services to the Common Elements or utility charges for services to the Units which are not separately metered that the Board of Directors elects to handle as a Common Expense, professional services, such as management, accounting and legal, and such other costs and expenses as may reasonably relate to the proper maintenance, care, operation and management of the Property, and the administration of the Association and the Condominium established hereby, including an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Elements. No consent or approval of the Owners shall be required for the establishment of the Monthly Assessments. Collection of Monthly Assessments, as to each Owner, shall commence upon the acquisition by such Owner of title to such Owner's Unit. Prior to the termination of the period of Declarant Control, monies in the Association's reserve funds and Working Capital Contributions may not be used for payment of operating expenses of the Condominium."

3 Except as expressly amended hereby, the Declaration is not affected hereby and the same is ratified as being in full force and effect

IN WITNESS WHEREOF, Declarant and the Association have executed this Amendment as of the date specified above

DECLARANT

DAWN CONDOMINIUMS, L P ,
a Texas limited partnership

By Rosemont Capital Corp ,
general partner

By [Signature]
Name Kentner P Shell
Title President

ASSOCIATION

THE DAWN CONDOMINIUM
ASSOCIATION, INC ,
a Texas non-profit corporation

By [Signature]
Name Kelly Thomas
Title Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on October 4, 2006 by
Kentner P Shell, President of Rosemont Capital Corp , general
partner of DAWN CONDOMINIUMS, L P , a Texas limited partnership, on behalf of said
limited partnership

(SEAL)

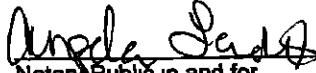
[Signature]
Notary Public in and for
the State of Texas

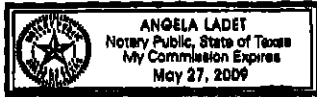


THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on October 4, 2006 by Kelly Thomas, Secretary of The Dawn Condominium Association, Inc, a Texas non-profit corporation, on behalf of said non-profit corporation

(SEAL)


Notary Public in and for
the State of Texas



PLEASE RETURN TO
KAY CARLSON
FIDELITY NATIONAL TITLE
2500 W.LOOP SOUTH STE 150
HOUSTON, TEXAS 77027

LENDER
Eastern Saving Bank, FSB

By [Signature]
Name WILLIAM J. MORGAN (C)
Title VICE PRESIDENT

STATE OF MARYLAND §
COUNTY OF BALTIMORE §

This instrument was acknowledged before me on this 29 day of January, 2007, by William J. Morgan, Vice President of Eastern Savings Bank, FSB, a federally chartered savings bank, on behalf of said federally chartered savings bank.

Courney Sharon Clinton
Notary Public - State of Maryland

Courney Sharon Clinton, Notary Public
Carroll County
State of Maryland
My Commission Expires 01/02/10

FILED AND RECORDED

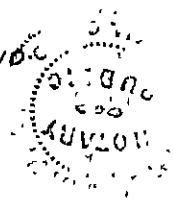


OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2007012559

February 26, 2007 04 10 38 PM
FEE \$32.00
Mary Ann Daigle, County Clerk
Galveston County, TEXAS



840 27911

SECOND AMENDMENT TO CONDOMINIUM
DECLARATION FOR THE DAWN



2007017058

11 PGS

THE STATE OF TEXAS
COUNTY OF GALVESTON

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS

This Second Amendment to Condominium Declaration (this "Amendment") is made the 22nd day of February, 2007, by THE DAWN CONDOMINIUM ASSOCIATION, INC , a Texas non-profit corporation (the "Association"), and DAWN CONDOMINIUMS, L P , a Texas limited partnership (the "Declarant")

WHEREAS, by that certain Condominium Declaration for The Dawn, a condominium, dated October 10, 2005, executed by the Declarant and filed under Clerk's File No 2005085919 and recorded in the Official Records of Real Property of Galveston County, Texas (the "Official Records"), as amended by Amendment dated the 4th day of October, 2006, (the "Declaration"), the Property, as defined therein, was made subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, and

WHEREAS, Section 10.2 of the Declaration provides that it may be amended as specified therein, and

WHEREAS, Declarant owns not less than sixty-seven percent (67%) of the votes within the Property subject to the Declaration and wishes to amend the Declaration as hereinafter specified

NOW, THEREFORE, for and in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant and the Association hereby amend the Declaration as follows

Declarant wishes to alter the boundaries of Unit 217 by adding a portion of an office/equipment room to said Unit 217, thereby creating floor plan "G"

1 Exhibit "B" Map of the Declaration is amended and restated as follows

Exhibit "B" Map shall now include Floor Plan Exhibit Unit "G" See attached exhibit

PLEASE RETURN TO
KAY CARLSON
2500 WEST LOOP SOUTH
STE 150
HOUSTON, TEXAS 77027

003894 000146/859505 2

2 Exhibit "C" Allocation of Ownership Interests of the Declaration is amended and restated as follows

Exhibit "C" Allocation of Ownership Interests shall now include Unit 217 as a "G" floor plan and increasing its square footage to 1383 square feet. Unit 218 (office/equipment room) will be eliminated. See attached exhibit.

Except as expressly amended hereby, the Declaration is not affected hereby and the same is ratified as being in full force and effect.

IN WITNESS WHEREOF, Declarant and the Association have executed this Amendment as of the date specified above.

DECLARANT

DAWN CONDOMINIUMS, L P ,
a Texas limited partnership

By Rosemont Capital Corp ,
general partner

By *Kentner P. Sheal*
Name KENTNER P. SHEAL
Title PRESIDENT

ASSOCIATION

THE DAWN CONDOMINIUM
ASSOCIATION, INC ,
a Texas non-profit corporation

By *Kelly Thomas*
Name: Kelly Thomas
Title Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on FEBRUARY 27th, 2007 by
KENTNER P. SHEAL, PRESIDENT of Rosemont Capital Corp , general
partner of DAWN CONDOMINIUMS, L P , a Texas limited partnership, on behalf of said
limited partnership

(SEAL)



Janet K. Benavides
Notary Public in and for
the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on 2/22, 2007 by
Kelly Thomas Secretary of The Dawn Condominium
Association, Inc, a Texas non-profit corporation, on behalf of said non-profit
corporation

(SEAL)

Angela Sadt
Notary Public in and for
the State of Texas



LENDER
Eastern Saving Bank, FSB

By *[Signature]*
Name WILLIAM J MONACELLI
Title V.P.

STATE OF MARYLAND
COUNTY OF BALTIMORE

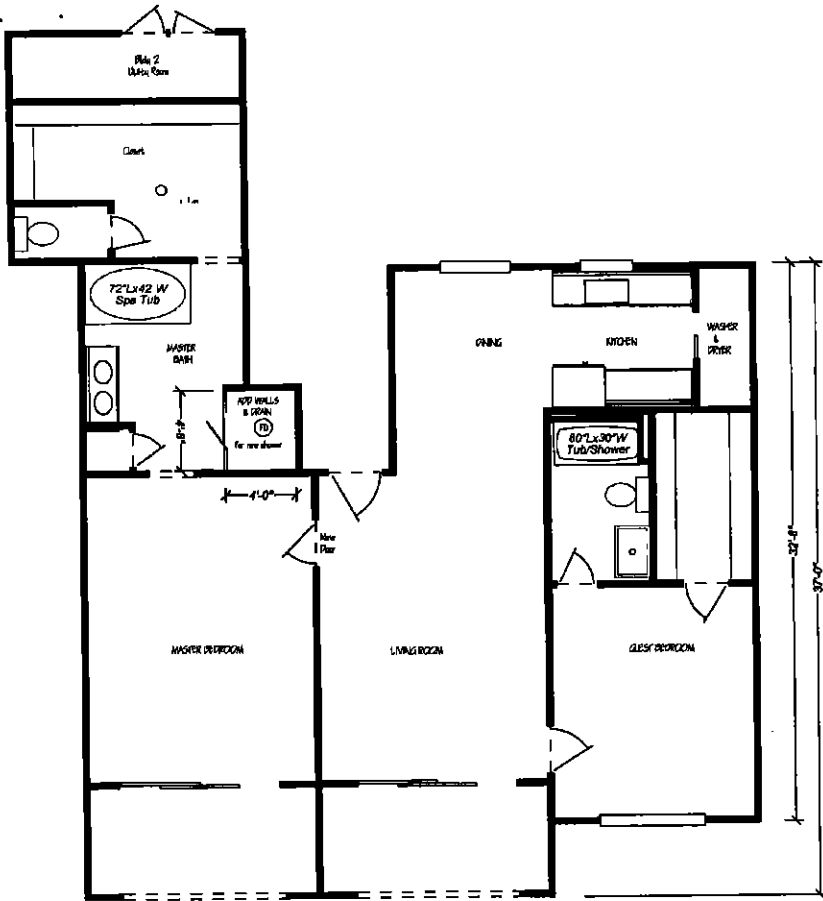
§
§
§

This instrument was acknowledged before me on this 5th day of March, 2007, by William J. Monacelli, VP of Eastern Savings Bank, FSB, a federally chartered savings bank, on behalf of said federally chartered savings bank



[Signature]
Notary Public - State of Maryland

My Commission expires 3-1-09



Floor Plan Exhibit
 Unit "G" Floor Plan - 1 380 SF
 Dimensions out of The Dawn Condominiums
 City of Galveston
 Galveston County, Texas

EXHIBIT "C"**Allocation of Ownership Interests**

Condominium Unit	Model	Total Size (SF)	Percentage Ownership
111	A	751	0.4399%
112	A	751	0.4399%
113	D	1116	0.6537%
114	B	825	0.4833%
115	B	825	0.4833%
116	D	1116	0.6537%
121	A	751	0.4399%
122	A	751	0.4399%
123	D	1116	0.6537%
124	B	825	0.4833%
125	B	825	0.4833%
126	D	1116	0.6537%
133	D	1116	0.6537%
134	B	825	0.4833%
135	B	825	0.4833%
136	D	1116	0.6537%
211	D	1116	0.6537%
212	B	825	0.4833%
213	B	825	0.4833%
214	E	1167	0.6836%
215	E	1167	0.6836%
216	B	825	0.4833%
217	G	1383	0.8101%
221	D	1116	0.6537%
222	B	825	0.4833%
223	B	825	0.4833%
224	E	1167	0.6836%
225	E	1167	0.6836%
226	B	825	0.4833%
227	B	825	0.4833%
228	D2	1291	0.7562%
231	D	1116	0.6537%
232	C	987	0.5782%
233	C	987	0.5782%
234	E	1167	0.6836%
235	E	1167	0.6836%
236	C	987	0.5782%
237	C	987	0.5782%
238	D2	1291	0.7562%
311	A	751	0.4399%
312	A	751	0.4399%
313	D	1116	0.6537%
314	B	825	0.4833%
315	B	825	0.4833%

Condominium Declaration - Page 1

EXHIBIT "C"

Allocation of Ownership Interests

Condominium Unit	Model	Size (SF)	Percentage Ownership
316	D	1116	0.6537%
321	A	751	0.4399%
322	A	751	0.4399%
323	D	1116	0.6537%
324	B	825	0.4833%
325	B	825	0.4833%
326	D	1116	0.6537%
333	D	1116	0.6537%
334	B	825	0.4833%
335	B	825	0.4833%
336	D	1116	0.6537%
411	D	1116	0.6537%
412	B	825	0.4833%
413	B	825	0.4833%
414	D	1116	0.6537%
421	D	1116	0.6537%
422	B	825	0.4833%
423	B	825	0.4833%
424	D	1116	0.6537%
431	D	1116	0.6537%
432	B	825	0.4833%
433	B	825	0.4833%
434	D	1116	0.6537%
511	D	1116	0.6537%
512	B	825	0.4833%
513	B	825	0.4833%
514	D	1116	0.6537%
521	D	1116	0.6537%
522	B	825	0.4833%
523	B	825	0.4833%
524	D	1116	0.6537%
531	D	1116	0.6537%
532	B	825	0.4833%
533	B	825	0.4833%
534	D	1116	0.6537%
611	D	1116	0.6537%
612	B	825	0.4833%
613	B	825	0.4833%
614	B	825	0.4833%
615	B	825	0.4833%
616	D	1116	0.6537%
621	D	1116	0.6537%
622	B	825	0.4833%
623	B	825	0.4833%
624	B	825	0.4833%
625	B	825	0.4833%
626	D	1116	0.6537%

EXHIBIT "C"

Allocation of Ownership Interests

Condominium Unit	Model	Size (SF)	Percentage Ownership
631	D	1116	0.6537%
632	C	987	0.5782%
633	C	987	0.5782%
634	C	987	0.5782%
635	C	987	0.5782%
636	D	1116	0.6537%
711	D	1116	0.6537%
712	B	825	0.4833%
713	B	825	0.4833%
714	D	1116	0.6537%
721	D	1116	0.6537%
722	B	825	0.4833%
723	B	825	0.4833%
724	D	1116	0.6537%
731	D	1116	0.6537%
732	B	825	0.4833%
733	B	825	0.4833%
734	D	1116	0.6537%
811	D	1116	0.6537%
812	B	825	0.4833%
813	B	825	0.4833%
814	D	1116	0.6537%
821	D	1116	0.6537%
822	B	825	0.4833%
823	B	825	0.4833%
824	D	1116	0.6537%
831	D	1116	0.6537%
832	B	825	0.4833%
833	B	825	0.4833%
834	D	1116	0.6537%
911	A	751	0.4399%
912	A	751	0.4399%
913	D	1116	0.6537%
914	B	825	0.4833%
915	B	825	0.4833%
916	D	1116	0.6537%
921	A	751	0.4399%
922	A	751	0.4399%
923	D	1116	0.6537%
924	B	825	0.4833%
925	B	825	0.4833%
926	D	1116	0.6537%
933	D	1116	0.6537%
934	B	825	0.4833%
935	B	825	0.4833%
936	D	1116	0.6537%
1011	D	1116	0.6537%

EXHIBIT "C"

Allocation of Ownership Interests

Condominium Unit	Model	Size (SF)	Percentage Ownership
1012	B	825	0.4833%
1013	B	825	0.4833%
1014	E	1167	0.6838%
1015	E	1167	0.6838%
1016	B	825	0.4833%
1017	B	825	0.4833%
1018	D	1116	0.6537%
1021	D	1116	0.6537%
1022	B	825	0.4833%
1023	B	825	0.4833%
1024	E	1167	0.6838%
1025	E	1167	0.6838%
1026	B	825	0.4833%
1027	B	825	0.4833%
1028	D	1116	0.6537%
1031	D	1116	0.6537%
1032	C	987	0.5782%
1033	C	987	0.5782%
1034	F	2334	1.3672%
1036	C	987	0.5782%
1037	C	987	0.5782%
1038	D	1116	0.6537%
1111	A	751	0.4399%
1112	A	751	0.4399%
1113	D	1116	0.6537%
1114	B	825	0.4833%
1115	B	825	0.4833%
1116	D	1116	0.6537%
1121	A	751	0.4399%
1122	A	751	0.4399%
1123	D	1116	0.6537%
1124	B	825	0.4833%
1125	B	825	0.4833%
1126	D	1116	0.6537%
1133	D	1116	0.6537%
1134	B	825	0.4833%
1135	B	825	0.4833%
1136	D	1116	0.6537%
Parking Unit #1			0.0000%
Parking Unit #2			0.0000%
Parking Unit #3			0.0000%
Parking Unit #4			0.0000%
Parking Unit #5			0.0000%
Parking Unit #6			0.0000%
Parking Unit #7			0.0000%
Parking Unit #8			0.0000%
Parking Unit #9			0.0000%

EXHIBIT "C"

Allocation of Ownership Interests

Condominium Unit	Model	Size (SF)	Percentage Ownership
Parking Unit #10			0.0000%
Parking Unit #11			0.0000%
Parking Unit #12			0.0000%
Parking Unit #13			0.0000%
Parking Unit #14			0.0000%
Parking Unit #15			0.0000%
Parking Unit #16			0.0000%
Parking Unit #17			0.0000%
Parking Unit #18			0.0000%
TOTAL		170712	100.00%



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2007017058

March 16, 2007 02:45:46 PM

FEE \$56.00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS



ASSIGNMENT OF DECLARANT
DAWN CONDOMINIUMS, L.P.
TO
CITRINE REALTY, INC
AND DAWN CONDOMINIUMS, L.P.

Record and Return to:
Jerold C. Feuerstein, Esq
Kriss & Feuerstein
360 Lexington Avenue
Suite 1200
New York, New York 10017

ASSIGNMENT OF DECLARANT

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


THAT DAWN CONDOMINIUMS, L.P., a Texas limited partnership having its principal place of business at 3118 Richmond Avenue, Suite 210, Houston, Texas 77098 (hereinafter "Assignor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by CITRINE REALTY, INC., a Maryland corporation having office at c/o Kriss & Feuerstem, 360 Lexington Avenue, New York, New York 10017 and DAWN CONDOMINIUMS, L.P., a Texas limited partnership having its principal place of business at 3118 Richmond Avenue, Suite 210, Houston, Texas 77098 (jointly and severally hereinafter Assignee"), the receipt of which is hereby acknowledged and confessed, hereby assigns, grants and conveys unto Assignee all rights, privileges and prerogatives of Declarant in connection with the Condominium Declaration for the Dawn (the "Condominium Declaration") dated as of October 10, 2008 executed by Dawn as the Declarant (the "Declarant") and filed under the Clerk File No. 20055085918 and recorded in the Official Records of Real Property of Galveston County, Texas

It is intended that Assignee, Citrine Realty, Inc. and Dawn Condominiums, L.P. shall be Co-Declarants, as provided in the Condominium Declaration



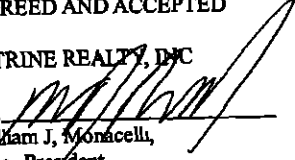
IN TESTIMONY WHEREOF, DAWN CONDOMINIUM, L.P. has caused this instrument to be executed by its duly authorized officer this the 1st day of July, 2008

DAWN CONDOMINIUMS, L.P.,
a Texas limited partnership
By: Rosemont Capital Corp.,
Its General Partner


By: 
Kentner P. Shell
President

AGREED AND ACCEPTED

CITRINE REALTY, INC

By: 
William J. Monacelli,
Vice-President

DAWN CONDOMINIUMS, L.P.,
a Texas limited partnership
By: Rosemont Capital Corp.,
Its General Partner

By: 
Kentner P. Shell
President

State of Texas)
) SS.
County of Galveston)

On July 1, 2008 before me, a notary public in and for said State, personally appeared KENTNER P. SHELL, the President of Rosemont Capital Corp., the General Partner of Dawn Condominiums, L.P., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jennifer Nelson (Seal)
Capacity of Signatory _____

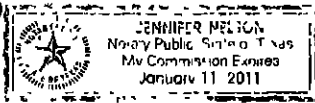


State of Texas)
) SS.
County of Harris)

On July 1, 2008 before me, a notary public in and for said State, personally appeared William J. Monacelli, the Vice-President of Citrine Realty, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jennifer Nelson (Seal)
Capacity of Signatory _____



MAM

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2008038432

July 03, 2008 09 48 27 AM

FEE \$25.00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.



ASSIGNMENT OF DECLARANT

DAWN CONDOMINIUMS, L.P.

And

CITRINE REALTY, INC.

TO

CITRINE REALTY, INC.

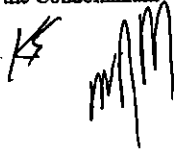
**Record and Return to:
Jerold C. Feuerstein, Esq
Kriss & Feuerstein
360 Lexington Avenue
Suite 1200
New York, New York 10017**

ASSIGNMENT OF DECLARANT

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

THAT DAWN CONDOMINIUMS, L.P., a Texas limited partnership having its principal place of business at 3118 Richmond Avenue, Suite 210, Houston, Texas 77098 and CITRINE REALTY, INC., a Maryland corporation having office at c/o Kriss & Feuerstein, 360 Lexington Avenue, New York, New York 10017 (jointly hereinafter "Assignor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by CITRINE REALTY, INC., a Maryland corporation having office at c/o Kriss & Feuerstein, 360 Lexington Avenue, New York, New York 10017 (hereinafter Assignee"), the receipt of which is hereby acknowledged and confessed, hereby assigns, grants and conveys unto Assignee all rights, privileges and prerogatives of Declarant in connection with the Condominium Declaration for the Dawn (the "Condominium Declaration") dated as of October 10, 2008 executed by Dawn as the Declarant (the "Declarant") and filed under the Clerk File No 20055085918 and recorded in the Official Records of Real Property of Galveston County, Texas

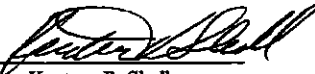
This Assignment of Declarant supercedes the Assignment of Declarant executed on the date hereof, which assigns the rights of Declarant to Citrine Realty, Inc and Dawn Condominiums, L P. It is the intention of this Assignment of Declarant that upon recording of this instrument, Citrine Realty, Inc shall be the sole Declarant in accordance with the Condominium Declaration and Dawn Condominiums, L P shall have no rights as Declarant



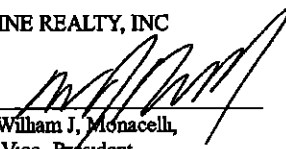
Remainder of Page Blank

IN TESTIMONY WHEREOF, DAWN CONDOMINIUM, L P has caused this instrument to be executed by its duly authorized officer this the ____ day of July, 2008.

DAWN CONDOMINIUMS, L P ,
a Texas limited partnership
By: Rosemont Capital Corp ,
Its' General Partner

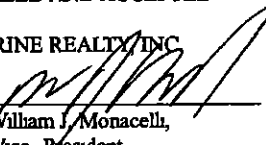
By 
Kentner P Shell
President

CITRINE REALTY, INC

By 
William J. Monacelli,
Vice- President

AGREED AND ACCEPTED

CITRINE REALTY, INC

By 
William J. Monacelli,
Vice- President

State of Texas)
) SS
County of Harris)

On July 1, 2008 before me, a notary public in and for said State, personally appeared KENTNER P SHELL, the President of Rosemont Capital Corp , the General Partner of Dawn Condominiums, L.P, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Signature Jennifer Nelson (Seal)
Capacity of Signatory _____

State of Texas)
) SS
County of Harris)

On July 1, 2008 before me, a notary public in and for said State, personally appeared Wilham J Monacelli, the Vice-President of Citrine Realty, Inc , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Signature Jennifer Nelson (Seal)
Capacity of Signatory _____

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate _____

NOTARY SEAL
TO LIGHT



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2009036688

July 02, 2009 02 41 05 PM

FEE \$28 00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

01200244CC27

GAC 2001027036 8 PGS

NationsBank
BANK OF AMERICA, N.A.

Deed of Trust 00000068711011655499
(Closed-end)

This Instrument prepared by and when recorded mail to

BANK OF AMERICA/CONSUMER LOAN PROCESSING
POST CLOSING REVIEW
801 NORTH 11TH
MO1-801-03-02
ST. LOUIS MO 63101-0000

015-66-1528

This Deed of Trust is made this 24 day of MAY 2001, by THOMAS F ROWE
AND MCKIM W ROWE, MARRIED TO EACH OTHER

whose address is 203 HIDDEN PINES CT LEAGUE CITY TX 77573
(jointly and severally if more than one, "Grantor"), to PRLAP, INC

as trustee(s) ("Trustee," whether one or more), for the benefit of BANK OF AMERICA, N.A. whose address for notice purposes is
1400 BEST PLAZA DR
RICHMOND, VA 23227 ("NationsBank")

Witnesseth: That Whereas, THOMAS F ROWE AND MCKIM W ROWE

(jointly and severally if more than one, "Borrower") is justly indebted to NationsBank according to the terms of a certain promissory note given by Borrower to NationsBank dated 05/24/01, in the principal amount of THREE HUNDRED FORTY FIVE THOUSAND NINE HUNDRED SIXTY SIX DOLLARS AND 86 CENTS (\$ 345,966.86) with final payment being due on 06/01/18 unless renewed, modified, extended or consolidated (the "Note"); and

Whereas, this Deed of Trust is given to secure to NationsBank (a) the repayment of the debt evidenced by the Note, and all renewals, extensions, modifications, replacements and consolidations of the Note, (b) the payment of all other sums, with interest, advanced under the terms of this Deed of Trust, (c) the performance of Grantor's covenants and agreements under this Deed of Trust and any other agreements executed by Grantor at NationsBank's request pertaining to the debt evidenced by the Note (together, the "Loan Documents"), and (d) all future amounts, including future advances, if any, that NationsBank in its sole discretion may loan to Borrower, together with interest thereon, to the extent permitted by applicable law. The total indebtedness secured by this Deed of Trust is collectively referred to herein as the "Secured Indebtedness."

Now Therefore, in consideration of the premises and of the sum hereinabove set forth, Grantor grants and conveys to Trustee, in trust, with the power of sale, the following property located in the County of GALVESTON, Texas, to wit:

LOT TWENTY-FIVE (25), IN BLOCK ONE (1), OF FIRST AMENDED PLAT OF CREEKSIDE ESTATES, SECTION TWO (2), A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 18, PAGE 462, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS.

which has the address of 203 HIDDEN PINES CT
LEAGUE CITY TX 77573-1776 ("Property Address");

Together with all buildings, structures and other improvements now or hereafter located on the property described, or any part and parcel thereof, all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property or under or above the same or any part or parcel thereof, all and singular the tenements, hereditaments, easements and appurtenances belonging or in any way appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof, all machinery, apparatus, equipment, fittings and fixtures, whether actually or constructively attached to said property, now or hereafter located in, upon or under said property or any part thereof, any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, said property, to the extent of all amounts that may be secured by this Deed of Trust at the date of receipt of any such award or payment by NationsBank and of the reasonable attorney's fees, costs and disbursements incurred by NationsBank in connection with the collection of such award or payment. All of such property hereby granted and conveyed is collectively referred to herein as the "Property"

015-66-1529

This Deed of Trust is given and accepted on the following terms:

Representations and Warranties. Grantor warrants that Grantor has good title to the Property, and is lawfully seized and possessed of the Property and every part thereof, and has the right to grant and convey same, that the Property is unencumbered except as NationsBank has been expressly advised by Grantor, and that Grantor will forever warrant and defend generally the title to the Property unto Trustee and NationsBank against the claims of all persons whomsoever. Grantor further warrants that, if the purpose of the Obligation is not one for which applicable law presently authorizes a valid encumbrance to be fixed on homestead property, no part of the Property constitutes any part of Grantor's homestead.

Covenants. Grantor further covenants and agrees as follows

1. Compliance with Loan Documents. Grantor shall promptly pay and perform and comply with all obligations, covenants, agreements and conditions imposed upon Grantor by the Loan Documents

2. Charges; Liens. Grantor shall pay when due all taxes, assessments, charges, fines and impositions attributable to the Property that may attain priority over this Deed of Trust, and leasehold payments or ground rents, if any. If Grantor makes these payments directly, upon NationsBank's request Grantor shall promptly furnish to NationsBank receipts evidencing the payments.

3. Funds for Taxes and Insurance. Upon request by NationsBank, Grantor shall pay to NationsBank on the days payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments that may attain priority over this Deed of Trust as a lien on the Property, (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any, and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." NationsBank may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Grantor's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, NationsBank may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. NationsBank may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. Except as may otherwise be provided by applicable law, in no event shall NationsBank be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. If requested by NationsBank, Grantor shall furnish to NationsBank, at least thirty (30) calendar days before the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and NationsBank shall pay said charges to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such charges. NationsBank may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall be immediately due and payable to NationsBank and shall become part of the Secured Indebtedness and bear interest at the rate of interest stated in the Note from date of advancement. NationsBank may apply credits held by it for the above charges, or any part thereof, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer of the Property shall, without assignment thereof, inure to the benefit of the successor-owner of the Property and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

4. Application of Payments. If any part of the Secured Indebtedness cannot be lawfully secured by this Deed of Trust, or if any part of the Property cannot be lawfully subject to the lien and security interest created by this Deed of Trust to the full extent of such indebtedness, then all payments made shall be applied on the Secured Indebtedness first in discharge of that portion which is not secured by this Deed of Trust.

5. No Other Liens. Grantor will not, without the prior written consent of NationsBank, except as otherwise specified by applicable law, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual, encumbrance, security interest or conditional sale against or covering the Property, or any part thereof, regardless of whether the same are expressly or otherwise subordinate to the lien or security interest created in this Deed of Trust. Should any of the foregoing become attached hereafter or in any manner to any part of the Property without the prior written consent of NationsBank, Grantor will cause the same to be promptly discharged and released.

6. Insurance. Grantor shall keep the improvements, if any, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which NationsBank requires in an amount equal to the lesser of (a) the current outstanding balance on the Note, (b) one hundred percent (100%) of the maximum insurable value of the Property, or (c) for flood insurance only, one hundred percent (100%) of the maximum amount of insurance required under any federal, state or local flood insurance program (if the Note secured is a TaxSmart loan, then parts (a) or (b) above are not required). If requested by NationsBank, Grantor shall also obtain liability insurance naming NationsBank as an additional insured party in an amount as may be required by NationsBank. Each insurance carrier providing any such insurance shall be chosen by Grantor subject to NationsBank's approval which shall not be unreasonably withheld. If Grantor fails to obtain any insurance required by this paragraph or if Grantor fails to pay the insurance premiums for any period of thirty (30) consecutive calendar days (forty five (45) calendar days for flood insurance) during the term of this Deed of Trust, NationsBank may obtain the insurance and pay the premiums. If NationsBank does so, then, at NationsBank's sole option, (i) Grantor shall pay to NationsBank within ten (10) calendar days after written notice from NationsBank all monies advanced by NationsBank to obtain insurance and to pay insurance premiums, or (ii) NationsBank may reschedule the payments for the remaining term of the Note to include such amounts, or (iii) NationsBank may add such amounts to the final payment due under the Note. In any event, such amounts shall become part of the Secured Indebtedness, and Grantor agrees to pay interest on such amounts until they are paid in full, at the rate of interest stated in the Note. Grantor agrees that the amount and type of insurance purchased by NationsBank is within NationsBank's sole discretion.

All insurance policies and renewals shall be in form and content satisfactory to NationsBank and all such policies covering loss or damage to the Property shall include a standard non-contributory mortgagee clause in favor of NationsBank. NationsBank shall have the right to hold the policies and renewals. Grantor shall promptly give to NationsBank all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and NationsBank. NationsBank may make proof of loss if not made promptly by Grantor, but shall have no duty to do so nor any duty to see that any insurance is in force or is adequate.

If in the sole discretion of NationsBank the restoration or repair is economically feasible and NationsBank's security is not lessened, the insurance proceeds shall be applied to restoration or repair of the Property damaged. If in the sole discretion of NationsBank the restoration or repair is not economically feasible or NationsBank's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, in such manner and order as NationsBank, in its sole discretion, may elect, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within thirty (30) calendar days a notice from NationsBank that the insurance carrier has offered to settle a claim, then NationsBank may collect the insurance proceeds. NationsBank may use the proceeds to repair or restore the Property or to pay sums secured by this Deed of Trust, in such manner and order as NationsBank, in its sole discretion, may elect, whether or not then due. The thirty (30) day period will begin when the notice is given.

Unless NationsBank and Grantor otherwise agree in writing, any application of insurance proceeds to principal shall be to the scheduled payments in inverse order of their scheduled due dates and shall not extend or postpone the due date of the scheduled payments or change the amount of the payments to the extent not lessened or discharged by such application. If the Property is acquired by NationsBank, Grantor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to NationsBank to the extent of the sums secured by this Deed of Trust

7. Maintenance and Protection of Property; Inspections. Grantor shall maintain the Property in good condition and repair, shall not commit or suffer any waste to the Property, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Property or any part thereof. Grantor shall promptly repair, restore, replace or rebuild any part of the Property, now or hereafter encumbered by this Deed of Trust, which may be affected by any activity of the character referred to in Section 8. No part of the Property, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, or other property, now or hereafter conveyed as security by or pursuant to this Deed of Trust, shall be removed, demolished or materially altered without the prior written consent of NationsBank. Grantor shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the Property. Grantor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Property or any part thereof. NationsBank and any person authorized by NationsBank shall have the right to enter and inspect the Property at all reasonable times and access thereto shall be permitted for that purpose.

8. Protection of NationsBank's Rights in the Property. At any time and all times Grantor shall furnish and record, at Grantor's expense, all such further assurances as may be requisite to assure and confirm the estate hereby granted or intended so to be whether now or in the future. If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if there is a legal proceeding that may significantly affect NationsBank's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then NationsBank may do and pay for whatever is necessary to protect the value of the Property and NationsBank's rights in the Property. NationsBank's actions may include paying any sums secured by a lien that has priority over this Deed of Trust, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although NationsBank may take actions under this Section 8, NationsBank does not have to do so. No such action will waive any default. In the event NationsBank makes any payments which NationsBank deems necessary to protect the value of the Property and NationsBank's rights in the Property, NationsBank, upon making such payment, shall be subrogated to all of the rights of the person or entity receiving such payment. Any amounts disbursed by NationsBank pursuant to this Deed of Trust shall become part of the Secured Indebtedness. Unless Grantor and NationsBank agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate of interest stated in the Note and shall be payable upon demand from NationsBank to Grantor or Borrower.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking, of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to and shall be paid to NationsBank to be applied to the Secured Indebtedness, with any amounts in excess of the Secured Indebtedness being paid to Grantor.

If the Property is abandoned by Grantor, or if, after notice by NationsBank to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to NationsBank within thirty (30) calendar days after the date the notice is given, NationsBank is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due. Unless NationsBank and Grantor otherwise agree in writing, any application of proceeds to principal shall be to the scheduled payments in inverse order of their scheduled due dates and shall not extend or postpone the due date of the payments referred to in the Note or this Deed of Trust or change the amount of such payments to the extent not discharged by such application.

10. Hazardous Substances. Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Grantor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Grantor shall promptly give NationsBank written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law, as soon as Grantor first has actual knowledge. If Grantor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Section 10, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Section 10, "Environmental Law" means federal laws and laws of the jurisdictions where the Property is located that relate to health, safety, or environmental protection.

Grantor shall indemnify and hold harmless NationsBank from and against, and reimburse NationsBank on demand for, any and all claims, demands, liabilities, losses, damages, causes of action, costs and expenses (including without limitation reasonable fees and expenses of attorneys and other professional consultants and experts) of every kind which may be imposed upon, asserted against or incurred or paid by NationsBank as a result of the presence of any Hazardous Substance on, in, under, above or about the Property, or the migration or release or threatened migration or release of any Hazardous Substance on, to, from or through the Property, at any time during or before Grantor's ownership of the Property, or any act, omission or event existing or occurring in connection with the handling, storage, removal or disposal of any such Hazardous Substance or any violation of any Environmental Law or the filing or imposition of any environmental lien or claim against the Property as a result of any such presence, migration, release, threatened migration or release, act, omission or event.

11. Events of Default. The occurrence of any one of the following shall be a default under this Deed of Trust and under the other Loan Documents ("Default")

a. Failure to Pay any Secured Indebtedness. Any of the Secured Indebtedness is not paid when due, regardless of how such amount may have become due.

b. Non Performance of Covenants. Any covenant, agreement or condition herein, in the Note or in any other Loan Document, other than a covenant, agreement or condition which is addressed as a Default elsewhere in this Section 11, is not fully and timely performed, observed or kept.

c. Breach of Warranty. Any statement, representation or warranty in any Loan Document or in any financial statement delivered to NationsBank in connection with the Secured Indebtedness is false, misleading or erroneous in any material respect.

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d. Bankruptcy or Insolvency. Any Bankruptcy or insolvency proceeding is instituted by or against Borrower, Grantor or any person liable, directly or indirectly, for any of the Secured Indebtedness, or if any tax lien, levy or garnishment is levied against any such party

e. Default Under Other Lien. A default or event of default occurs under any lien, security interest or assignment covering the Property or any part thereof (whether or not NationsBank has consented, and without hereby implying NationsBank's consent, to any such lien, security interest or assignment created hereunder), or the holder of any such lien, security interest or assignment declares a default or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder

f. Liquidation, Etc. The liquidation, termination, dissolution, merger, consolidation or failure to maintain good standing in each state that business is conducted (or in the case of an individual, the death or legal incapacity) of Borrower, Grantor or any person liable, directly or indirectly, for any of the Secured Indebtedness

g. Enforceability; Priority. Any Loan Document shall for any reason without NationsBank's specific written consent cease to be in full force and effect, or shall be declared null and void or unenforceable in whole or in part, or the validity or enforceability thereof in whole or in part shall be challenged or denied by any party thereto other than NationsBank, or the liens, estates, or security interests established under this Deed of Trust in any of the Property become unenforceable in whole or in part, or cease to be of the priority herein required, or the validity or enforceability thereof, in whole or in part, shall be challenged or denied by Grantor or any person liable, directly or indirectly, for any of the Secured Indebtedness

h. Other Default. A default or event of default occurs under any other Loan Document, or under any other Section of this Deed of Trust which specifies a condition or event as a Default

12. Rights and Remedies on Default. Upon the occurrence of any event of Default and at any time thereafter, NationsBank, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies permitted by law or under any of the Loan Documents

a. Accelerate Note. NationsBank shall have the right at its option without further demand or notice to Grantor to declare the entire unpaid balance of the Note and all of the Secured Indebtedness, together with all accrued unpaid interest, fees, and charges, immediately due and payable

b. UCC Remedies. With respect to all or any part of any personal property, NationsBank shall have all the rights and remedies of a secured party under the Uniform Commercial Code as adopted in the jurisdiction where the Property is located

c. Power of Sale. NationsBank may invoke the power of sale in addition to any other rights or remedies permitted under the Loan Documents or by law

d. Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or NationsBank otherwise becomes entitled to possession of the Property upon Default, Grantor shall become a tenant at sufferance of NationsBank or the purchaser of the Property and shall, at NationsBank's option, either (i) pay a reasonable rental for the use of the Property, (ii) vacate the Property immediately upon the demand of NationsBank, or (iii) be subject to removal by writ of possession

e. Enter and Use the Property. NationsBank may enter upon and take possession of the Property without the appointment of a receiver, or an application therefor, employ a managing agent of the Property and let the same, either in its own name or in the name of Grantor, and receive the rents, income, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness Grantor transfers and assigns to NationsBank Grantor's lessor interest in any lease now or hereafter affecting the whole or any part of the Property

f. Sale of Property. If NationsBank invokes the power of sale, Trustee shall give notice of the time, place and terms of sale in accordance with the statutes of the State of Texas then in force governing sales of real estate under powers of sale conferred by deed of trust Sale shall be made at public vendue between the hours of 10 00 a.m. and 4 00 p.m. on the first Tuesday of any month or at such other place, time and date as provided by the statutes of the State of Texas then in force governing sales of real estate under powers of sale conferred by deed of trust Grantor authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines The power of sale may be exercised from time to time until all of the Property has been duly sold and the Secured Indebtedness has been paid in full NationsBank may purchase the Property at any sale and shall have the right to credit upon the amount of its successful bid, to the extent necessary to satisfy the bid, any or all of the Secured Indebtedness in such manner and order as NationsBank, in its sole discretion, may elect

Trustee shall deliver to the purchaser Trustee deed conveying indefeasible title to the Property with covenants of general warranty by Grantor Grantor covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein Trustee shall apply the proceeds of the sale in the following order (a) to all expenses of the sale, including but not limited to, reasonable Trustee's and attorneys' fees, (b) to the Secured Indebtedness in such order and manner as NationsBank determines in its discretion, and (c) any excess to the person or person legally entitled to it

g. Notice of Sale of Personal Property. NationsBank shall give Grantor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of any personal property is to be made Reasonable notice shall mean notice given at least ten (10) calendar days before the time of the sale or disposition

h. Waiver Election of Remedies. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision Election by NationsBank to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall not affect NationsBank's right to declare a default and exercise its remedies under this Deed of Trust

i. Attorneys' Fees; Expenses. Whether or not any court action is involved, all reasonable expenses incurred by NationsBank that in NationsBank's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Secured Indebtedness, shall be payable on demand and shall bear interest from the date of expenditure until repaid at the interest rate provided for in the Note Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, NationsBank's reasonable attorneys' fees and NationsBank's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law Grantor also will pay any court costs, in addition to all other sums provided by law

j. Receiver. NationsBank, in any action to foreclose this Deed of Trust, or upon any Default, shall be at liberty to apply for the appointment of a receiver of the rents and profits of the Property or both without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Property as security for the Secured Indebtedness, or the solvency of any person or corporation liable for the payment of such amounts

k. Pay Expenses. Pay any sums in any form or manner deemed expedient by NationsBank to protect the security of this Deed of Trust or to cure Default other than payment of interest or principal on the Note, make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer of the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of NationsBank shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate of interest stated in the Note, subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by NationsBank under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this Deed of Trust

l. Other Remedies. NationsBank shall have all other rights and remedies provided in this Deed of Trust or the Note or as available at law or in equity

13. Grantor Not Released; Forbearance by NationsBank Not a Waiver. Renewal, modification or extension of the time for payment, modification of amortization of the Secured Indebtedness, transfer of the Property, or any forbearance granted by NationsBank shall not operate to release the liability of the original Grantor or Grantor's successors in interest or any other person NationsBank shall not be required to commence proceedings against any successor in interest or any other person, or refuse to extend time for payment or refuse to otherwise modify amortization of the Secured Indebtedness by reason of that or any demand made by the original Grantor or Grantor's successors in interest or any other person Any forbearance by NationsBank in exercising any right or remedy shall not be a waiver of or preclude the exercise of that or any other right or remedy

Neither failure by NationsBank to exercise nor delay by NationsBank in exercising or discontinuance of the exercise of any power, right or remedy upon or after any Default shall be construed as a waiver of such Default, or as a waiver of the right to exercise any such right, power or remedy at a later date No single or partial exercise of any such right, power or remedy shall preclude, waive or otherwise affect any other or further exercise thereof, or the exercise of any other right, power or remedy Any waiver, permit, consent or approval of any kind by NationsBank, whether of any breach of or Default under this Deed of Trust, the Note or any other Loan Document or otherwise must be in writing and shall be effective only to the extent set forth in such writing

NationsBank shall have the right from time to time to sue for any sums, whether interest, principal or any installment or either or both, taxes, penalties, or any other sums required to be paid under the terms of this Deed of Trust, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of NationsBank thereafter to enforce any appropriate remedy against Grantor, including an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced

14. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns of NationsBank and the heirs, representatives, successors, and assigns of Grantor, subject to the provisions of Section 16 Grantor's covenants and agreements shall be joint and several Any Grantor who signs this Deed of Trust but does not execute the Note (a) is signing this Deed of Trust only to grant, bargain, sell and convey that Grantor's interest in the Property under the terms of this Deed of Trust, (b) is not by signing this Deed of Trust becoming personally obligated to pay the Note, and (c) agrees that NationsBank and any other Grantor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust or the Note or any other Loan Document without that Grantor's consent The foregoing does not limit the liability of Grantor under any guaranty agreement or other agreement by such Grantor whereby such Grantor becomes liable for the Secured Indebtedness in whole or in part

15. Notices. Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Property, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope (a) addressed to such person or persons, or their heirs or successors, at his, their or its address last known to NationsBank or (b) addressed to the street address of the Property

16. Transfer of the Property or a Beneficial Interest in Grantor. If all or any part of the Property or any interest in it is sold, transferred, conveyed, quit claim deeded, voluntarily or involuntarily, by operation of law or otherwise (or if a beneficial interest in Grantor is sold or transferred, voluntarily or involuntarily, by operation of law or otherwise, and if Grantor is not a natural person) without NationsBank's prior written consent, NationsBank may, at its option, require payment in full of all sums secured by this Deed of Trust However, this option shall not be exercised by NationsBank if exercise is prohibited by federal or state law as of the date of this Deed of Trust NationsBank may, in its sole discretion, in any one or more instances waive its option to require payment in full under this Section 16, but it shall have no obligation to do so, and any waiver may be conditioned upon such one or more of the following (if any) which NationsBank may require (i) the transferee's integrity, reputation, character, creditworthiness and management ability being satisfactory to NationsBank in its sole judgment, (ii) Grantor and transferee executing, prior to such sale or transfer a written assumption agreement containing such terms as NationsBank may require, (iii) a principal pay down on the Note, (iv) an increase in the rate of interest stated in the Note, (v) a transfer fee, and (vi) any modification of the terms of the Note and/or the other Loan Documents which NationsBank may require

If NationsBank requires payment in full pursuant to this Section 16, NationsBank shall give notice of acceleration. The notice shall provide a period of not less than ten (10) calendar days from the date the notice is delivered or mailed within which all sums secured by this Deed of Trust must be paid If these sums are not paid prior to the expiration of this period, NationsBank may invoke the power of sale and any other remedies by this Deed of Trust and/or any other Loan Document without further notice or demand on any person, except as otherwise may be required by applicable law

17. Release. Upon payment of the Secured Indebtedness in full, NationsBank or Trustee shall release this Deed of Trust without charge to Grantor except for any recordation costs

18. Subrogation. Any of the proceeds of the Note used to pay any debt secured by any outstanding lien or encumbrance against all or any part of the Property have been advanced by NationsBank at Grantor's request and upon Grantor's representation that such amounts are due and are secured by valid liens against the Property NationsBank shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any such outstanding liens and debts, regardless of whether said liens or debts are acquired by NationsBank by assignment or are released by the owner or holder thereof upon payment, and all of the same are recognized as valid and subsisting and are renewed and continued and merged herein to secure the Secured Indebtedness, but this Deed of Trust shall govern and control the enforcement of the liens to which NationsBank is subrogated hereunder

19. Fees and Expenses. To the extent not prohibited by applicable law, Grantor will pay, and will reimburse to NationsBank on demand to the extent paid by NationsBank (a) all appraisal fees, filing and recording fees, taxes, abstract fees, title search or examination fees, title policy and endorsement premiums and fees, Uniform Commercial Code search fees, escrow fees, reasonable attorneys' fees, environmental inspection fees, survey fees and all other out of pocket costs and expenses of any kind incurred by Grantor and/or NationsBank in connection with the preparation of the Loan Documents, closing and funding of the Note, and any and all amendments and supplements to the Loan Documents, and (b) all costs and expenses, including reasonable attorneys' fees and expenses, incurred or expended in connection with the exercise of any right or remedy, or the enforcement of any obligation of Grantor, under this Deed of Trust or under any other Loan Document

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NationsBank may, at its option at any time Grantor is in default under the terms of the Note or the other Loan Documents, obtain an appraisal satisfactory to NationsBank of the Property or any part thereof by a third party appraiser engaged by NationsBank and annual financial statements of Grantor (including disclosure of all contingent liabilities). Grantor hereby agrees to provide to NationsBank such financial statements in form and content satisfactory to NationsBank within ten (10) calendar days of each such request therefor by NationsBank, as well as such other financial statements, if any, as and when required by any other Loan Document. To the extent not prohibited by applicable law, the cost of each appraisal shall be a part of the Secured Indebtedness and shall be paid by Grantor to NationsBank on demand.

20. Effective as Financing Statement. This Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property, and is to be filed for record in the real estate records of each county where the Property (including said fixtures) is situated. This Deed of Trust shall also be effective as a financing statement covering any other Property and may be filed in any other appropriate filing or recording office. A carbon, photographic or other reproduction of this Deed of Trust or of any financing statement relating to this Deed of Trust shall be sufficient as a financing statement for any of the purposes referred to in this Section 20.

21. Waivers. Grantor hereby expressly waives presentment, demand, protest, notice of protest, notice of intention to accelerate, notice of acceleration, and any other notice or declaration of any kind, except as may be required by the Loan Documents or applicable law. Grantor agrees that where, by the terms of this Deed of Trust or the Note, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole agreement.

22. Governing Law; Severability. This Deed of Trust shall be governed by Texas law and applicable federal law. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity, however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

23. Interpretation. Within this Deed of Trust, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. NationsBank has no fiduciary, partnership or other special relationship with Grantor under the Loan Documents or with respect to their subject matter, nor any implied covenants or duties, and any contrary inferences are hereby negated.

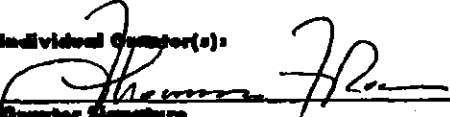

24. Trustee Provisions. Trustee shall be protected in acting upon any notice, request, consent, demand, statement, or other document believed by Trustee to be genuine. Trustee shall not be liable for any act or omission unless willful. Trustee may act under this Deed of Trust even though Trustee may be now or in the future, or may have been, NationsBank's attorney. All rights, remedies, powers, and duties of Trustee under this Deed of Trust may be exercised or performed by one or more Trustees acting alone or together. NationsBank, at its option, may from time to time remove or substitute any Trustee, add one or more trustees, or appoint a successor trustee to any Trustee, without the necessity of any formality other than a designation by NationsBank in writing. Without any further act or conveyance, the substitute, additional, or successor trustee shall become vested with all the title, rights, remedies, powers, and duties conferred upon Trustee herein and by applicable law.

25. Construction Mortgage. This Deed of Trust constitutes a "construction mortgage" as defined in Section 9.313 of the Texas Business and Commerce Code to the extent that it secures an obligation incurred for the construction of improvements, including the acquisition cost of the land.

26. Special Provisions. [If blank, there are no special provisions]

Any litigation arising out of or relating to this Deed of Trust or the Note shall be commenced and conducted in the courts of the State of Texas for the counties or the federal courts for the districts in Texas where BANK OF AMERICA, N.A. maintains offices and conducts banking business.

In Witness Whereof, this Deed of Trust has been duly executed by Grantor the day and year first above written and Grantor acknowledges receiving a full and completed copy of this Deed of Trust (regardless if Grantor's signature appears on the copy). The word "Grantor" means each Grantor, jointly and severally, if there is more than one Grantor.

Individual Grantor(s):

Grantor Signature
THOMAS F ROWE
Type or Print Name

Grantor Signature
MCKIM W ROWE, MARRIED TO EACH OTHER
Type or Print Name

Grantor Signature

Type or Print Name

Corporate Grantor(s):

Type or Print Grantor Name
By _____
Officer Signature

Type or Print Name

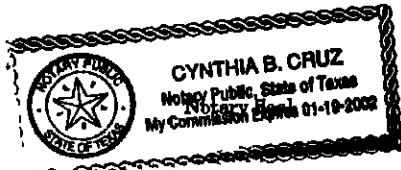
Type or Print Title

Individual Acknowledgment

State of Texas)
County of Harris)

This instrument was acknowledged before me on May 24 2001

by _____



Cynthia B. Cruz
Signature of Notary Public

_____, Notary Public

My commission expires _____

Corporate Acknowledgment

State of Texas)
County of _____)

This instrument was acknowledged before me on _____

by _____

of _____ a _____ corporation,

on behalf of said corporation

Notary Seal

Signature of Notary Public

_____, Notary Public

My commission expires _____

Grantor Name(s) THOMAS F ROWE MCKIM W ROWE

Document Date 05/24/01

Amount Financed \$ 345,956.86

THIS IS A RENEWAL OBLIGATION: THE OBLIGATION DESCRIBED HEREIN RENEWS, MODIFIES AND EXTENDS, BUT DOES NOT EXTINGUISH OR SATISFY, THE LIEN CREATED BY THAT CERTAIN PROMISSORY NOTE OR AGREEMENT DATED 12/20/98, IN THE PRINCIPAL FACE AMOUNT OF \$296,000 00, EXECUTED BY THOMAS F ROWE AND WIFE, MCKIM W ROWE, PAYABLE TO THE ORDER NATIONS Banc MORTGAGE CORP , AND SECURED BY A VENDOR'S LIEN, DATED 12/20/98 RECORDED IN FILM CODE #010-82-2357 OF THE REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS.

THIS IS A RENEWAL OBLIGATION: THE OBLIGATION DESCRIBED HEREIN RENEWS, MODIFIES AND EXTENDS, BUT DOES NOT EXTINGUISH OR SATISFY, THE LIEN CREATED BY THAT CERTAIN PROMISSORY NOTE OR AGREEMENT DATED 12/20/95, IN THE PRINCIPAL FACE AMOUNT OF \$37,000.00, EXECUTED BY THOMAS F ROWE AND WIFE, MCKIM W ROWE, PAYABLE TO THE ORDER OF NATIONS BANK OF TEXAS, N.A , AND SECURED BY A VENDOR'S LIEN, DATED 12/20/95, RECORDED IN FILM CODE #010-82-2363 OF THE REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Patricia Ritchie

2001 MAY 31 10:55 AM 2001027036
 ROSS M \$23.00
 Patricia Ritchie, COUNTY CLERK
 GALVESTON, TEXAS

Thomas F Rowe
Mckim W. Rowe

**FOURTH AMENDMENT TO CONDOMINIUM
DECLARATION FOR THE DAWN CONDOMINIUMS**

**THE STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS**
COUNTY OF GALVESTON §**

This Fourth Amendment to Condominium Declaration (this "Amendment") is made as of the 31st day of December, 2013, by THE DAWN CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation (the "Association"), THE DAWN REALTY, INC, a Maryland corporation and BEETHOVEN REALTY ASSOCIATES, INC., a Maryland limited liability company (the "Declarants").

WHEREAS, by that certain Condominium Declaration for The Dawn Condominiums dated October 10, 2005, executed by the Association and filed under Clerk's File No. 2005085919 and recorded in the official records of real property of Galveston County, Texas (the "Official Records"), as amended (the "Declaration") and as defined therein and made subject to all covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, Section 10.2 of the Declaration provides that it may be amended as specified therein; and

WHEREAS, the Declarants wish to amend the Declaration as hereinafter specified.

NOW, THEREFORE, the Association and the Declarants hereby amend the Declaration as follows:

The boundaries of Unit 921 and Unit 923 will be altered to combine the two units into one unit, thereby creating Floor Plan F2. Unit 921 Association dues shall combine with Unit 923 and increase incrementally with other units in the Association as a single unit. Henceforth, Unit 921 shall cease to exist in the Association records and all Association records shall be maintained as Unit 923.

- 1. Exhibit "B" Map of the Declaration is amended and restated as follows:

Exhibit "B" Map shall now include Floor Plan F2. See attached Exhibit.

- 2. Exhibit "C" Allocation of Ownership Interests of the Declaration is amended and restated as follows:

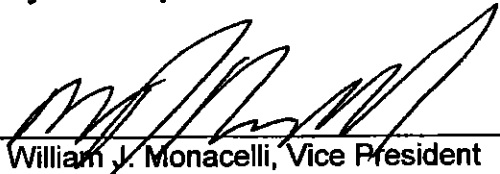
Exhibit "C" Allocation of Ownership Interests shall now include Unit 923 as Floor Plan F2, increase its square footage to 1,867 and its ownership interest to 1.0937%. All reference to Unit 921 square footage and allocation of ownership interest shall be removed.

Except as expressly amended herein, the Declaration is not affected and the same is ratified as being in full force and effect.

IN WITNESS WHEREOF, Declarants and the Association have executed this Amendment as of the date specified above.

DECLARANTS

**THE DAWN REALTY, INC.,
a Maryland corporation**

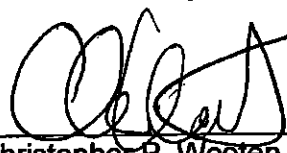
By: 
William J. Monacelli, Vice President

**BEETHOVEN REALTY ASSOCIATES, LLC
a Maryland limited liability company**

By: 
Joseph J. Slovick, Vice President

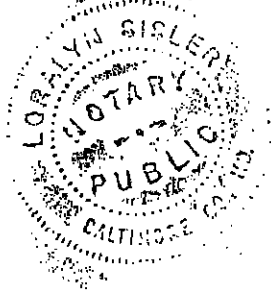
ASSOCIATION

**THE DAWN CONDOMINIUM ASSOCIATION,
INC., a Texas non-profit corporation**

By: 
Christopher P. Wooten, Secretary
Treasurer

**THE STATE OF MARYLAND §
 §
COUNTY OF BALTIMORE §**

This instrument was acknowledged before me on December 31, 2013 by William J. Monacelli, Vice President of THE DAWN REALTY, INC., a Maryland corporation, on behalf of said corporation for the purposes herein stated.

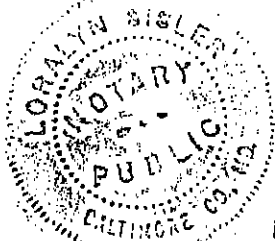



Notary Public in and for the State of Maryland

**LORALYN SISLER
Notary Public-Maryland
Baltimore County
My Commission Expires
May 11, 2017**

THE STATE OF MARYLAND §
 §
COUNTY OF BALTIMORE §

This instrument was acknowledged before me on December 31 2013 by Joseph J. Slovick, Vice President of BEETHOVEN REALTY ASSOCIATES, LLC., a Maryland limited liability company, on behalf of said limited liability company for the purposes herein stated.



Loralyn Sisler

Notary Public in and for the State of Maryland

LORALYN SISLER
Notary Public-Maryland
Baltimore County
My Commission Expires
May 11, 2017

Maryland
THE STATE OF TEXAS §
Baltimore §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on December 31 2013 by Christopher P. Wooten, ~~Secretary~~ *treasurer* of THE DAWN CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation for the purposes herein stated.



Loralyn Sisler

Notary Public in and for the State of ~~Texas~~ *Maryland*

LORALYN SISLER
Notary Public-Maryland
Baltimore County
My Commission Expires
May 11, 2017

EXHIBIT "B" FLOOR PLAN F2

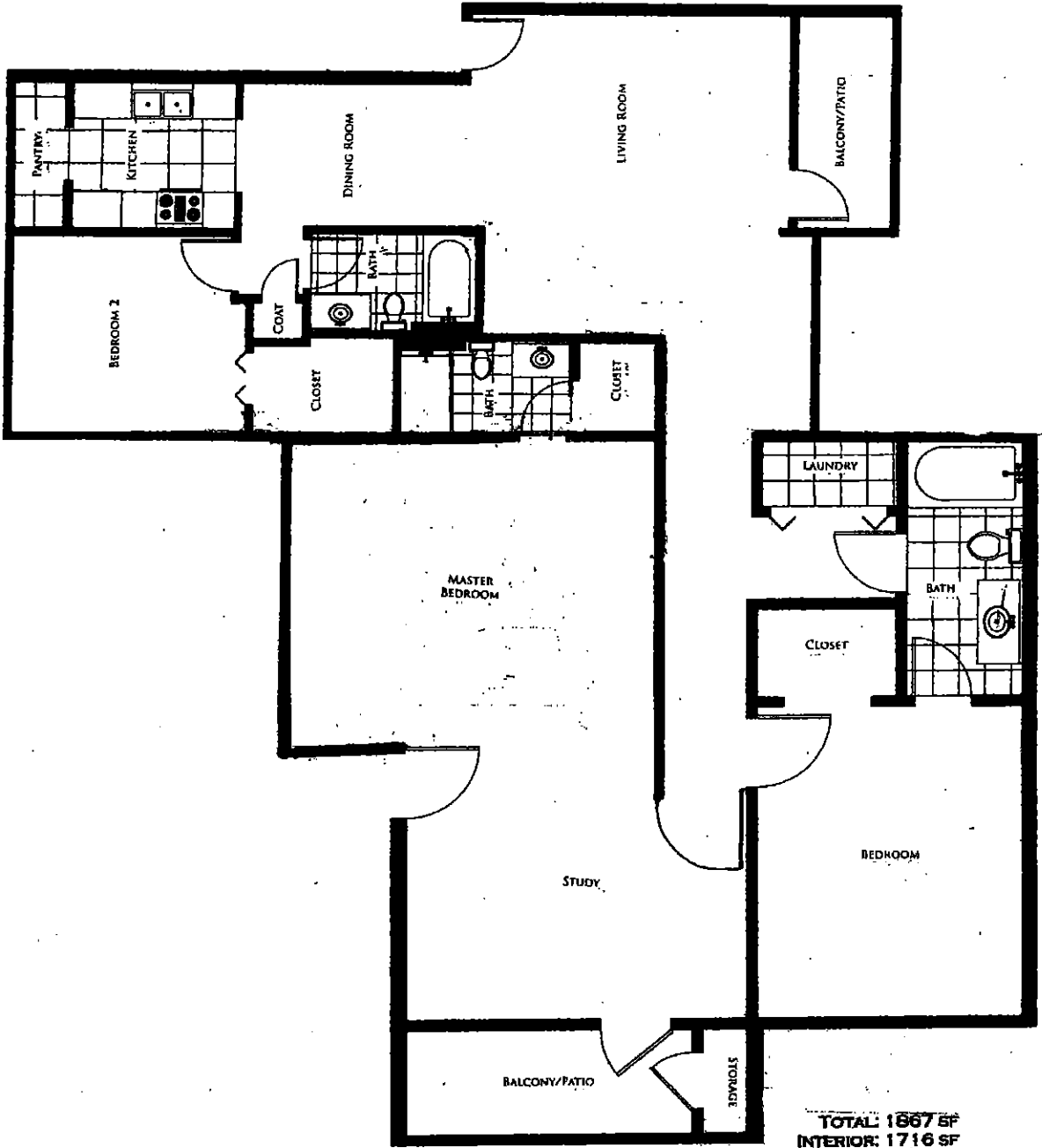


EXHIBIT "C"**Allocation of Ownership Interests**

Condominium Unit	Floor Plan	Square Footage	Ownership Percentage
Building 1			
111	A	751	0.4399%
112	A	751	0.4399%
113	D	1116	0.6537%
114	B	825	0.4833%
115	B	825	0.4833%
116	D	1116	0.6537%
121	A	751	0.4399%
122	A	751	0.4399%
123	D	1116	0.6537%
124	B	825	0.4833%
125	B	825	0.4833%
126	D	1116	0.6537%
133	D	1116	0.6537%
134	B	825	0.4833%
135	B	825	0.4833%
136	D	1116	0.6537%
Building 2			
211	D	1116	0.6537%
212	B	825	0.4833%
213	B	825	0.4833%
214	E	1167	0.6836%
215	E	1167	0.6836%
216	B	825	0.4833%
217	G	1383	0.8101%
221	D	1116	0.6537%
222	B	825	0.4833%
223	B	825	0.4833%
224	E	1167	0.6836%
225	E	1167	0.6836%
226	B	825	0.4833%
227	B	825	0.4833%
228	D2	1291	0.7562%
231	D	1116	0.6537%
232	C	987	0.5782%
233	C	987	0.5782%
234	E	1167	0.6836%
235	E	1167	0.6836%
236	C	987	0.5782%
237	C	987	0.5782%
238	D2	1291	0.7562%
Building 3			
311	A	751	0.4399%
312	A	751	0.4399%

EXHIBIT "C"**Allocation of Ownership Interests**

Condominium Unit	Floor Plan	Square Footage	Ownership Percentage
313	D	1116	0.6537%
314	B	825	0.4833%
315	B	825	0.4833%
316	D	1116	0.6537%
321	A	751	0.4399%
322	A	751	0.4399%
323	D	1116	0.6537%
324	B	825	0.4833%
325	B	825	0.4833%
326	D	1116	0.6537%
333	D	1116	0.6537%
334	B	825	0.4833%
335	B	825	0.4833%
336	D	1116	0.6537%
Building 4			
411	D	1116	0.6537%
412	B	825	0.4833%
413	B	825	0.4833%
414	D	1116	0.6537%
421	D	1116	0.6537%
422	B	825	0.4833%
423	B	825	0.4833%
424	D	1116	0.6537%
431	D	1116	0.6537%
432	B	825	0.4833%
433	B	825	0.4833%
434	D	1116	0.6537%
Building 5			
511	D	1116	0.6537%
512	B	825	0.4833%
513	B	825	0.4833%
514	D	1116	0.6537%
521	D	1116	0.6537%
522	B	825	0.4833%
523	B	825	0.4833%
524	D	1116	0.6537%
531	D	1116	0.6537%
532	B	825	0.4833%
533	B	825	0.4833%
534	D	1116	0.6537%
Building 6			
611	D	1116	0.6537%
612	B	825	0.4833%

EXHIBIT "C"**Allocation of Ownership Interests**

Condominium Unit	Floor Plan	Square Footage	Ownership Percentage
613	B	825	0.4833%
614	B	825	0.4833%
615	B	825	0.4833%
616	D	1116	0.6537%
621	D	1116	0.6537%
622	B	825	0.4833%
623	B	825	0.4833%
624	B	825	0.4833%
625	B	825	0.4833%
626	D	1116	0.6537%
631	D	1116	0.6537%
632	C	987	0.5782%
633	C	987	0.5782%
634	C	987	0.5782%
635	C	987	0.5782%
636	D	1116	0.6537%
Building 7			
711	D	1116	0.6537%
712	B	825	0.4833%
713	B	825	0.4833%
714	D	1116	0.6537%
721	D	1116	0.6537%
722	B	825	0.4833%
723	B	825	0.4833%
724	D	1116	0.6537%
731	D	1116	0.6537%
732	B	825	0.4833%
733	B	825	0.4833%
734	D	1116	0.6537%
Building 8			
811	D	1116	0.6537%
812	B	825	0.4833%
813	B	825	0.4833%
814	D	1116	0.6537%
821	D	1116	0.6537%
822	B	825	0.4833%
823	B	825	0.4833%
824	D	1116	0.6537%
831	D	1116	0.6537%
832	B	825	0.4833%
833	B	825	0.4833%
834	D	1116	0.6537%

EXHIBIT "C"**Allocation of Ownership Interests**

Condominium Unit	Floor Plan	Square Footage	Ownership Percentage
Building 9			
911	A	751	0.4399%
912	A	751	0.4399%
913	D	1116	0.6537%
914	B	825	0.4833%
915	B	825	0.4833%
916	D	1116	0.6537%
922	A	751	0.4399%
923	F2	1867	1.0937%
924	B	825	0.4833%
925	B	825	0.4833%
926	D	1116	0.6537%
933	D	1116	0.6537%
934	B	825	0.4833%
935	B	825	0.4833%
936	D	1116	0.6537%
Building 10			
1011	D	1116	0.6537%
1012	B	825	0.4833%
1013	B	825	0.4833%
1014	E	1167	0.6836%
1015	E	1167	0.6836%
1016	B	825	0.4833%
1017	B	825	0.4833%
1018	D	1116	0.6537%
1021	D	1116	0.6537%
1022	B	825	0.4833%
1023	B	825	0.4833%
1024	E	1167	0.6836%
1025	E	1167	0.6836%
1026	B	825	0.4833%
1027	B	825	0.4833%
1028	D	1116	0.6537%
1031	D	1116	0.6537%
1032	C	987	0.5782%
1033	C	987	0.5782%
1024	E	1167	0.6836%
1025	E	1167	0.6836%
1036	C	987	0.5782%
1037	C	987	0.5782%
1038	D	1116	0.6537%
Building 11			
1111	A	751	0.4399%
1112	A	751	0.4399%

EXHIBIT "C"**Allocation of Ownership Interests**

Condominium Unit	Floor Plan	Square Footage	Ownership Percentage
1113	D	1116	0.6537%
1114	B	825	0.4833%
1115	B	825	0.4833%
1116	D	1116	0.6537%
1121	A	751	0.4399%
1122	A	751	0.4399%
1123	D	1116	0.6537%
1124	B	825	0.4833%
1125	B	825	0.4833%
1126	D	1116	0.6537%
1133	D	1116	0.6537%
1134	B	825	0.4833%
1135	B	825	0.4833%
1136	D	1116	0.6537%
GARAGES			
Parking Unit #1			0.0000%
Parking Unit #2			0.0000%
Parking Unit #3			0.0000%
Parking Unit #4			0.0000%
Parking Unit #5			0.0000%
Parking Unit #6			0.0000%
Parking Unit #7			0.0000%
Parking Unit #8			0.0000%
Parking Unit #9			0.0000%
Parking Unit #10			0.0000%
Parking Unit #11			0.0000%
Parking Unit #12			0.0000%
Parking Unit #13			0.0000%
Parking Unit #14			0.0000%
Parking Unit #15			0.0000%
Parking Unit #16			0.0000%
Parking Unit #17			0.0000%
Parking Unit #18			0.0000%
TOTALS		170,712	100.0000%

FILED AND RECORDED

Instrument Number: 2014060656

FILED FOR RECORD

Recording Fee: 58.00

Number Of Pages: 10

Filing and Recording Date: 10/24/2014 10:03AM

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.*

THE DAWN CONDOMINIUM ASSOCIATION, INC.
PAYMENT PLAN POLICY

STATE OF TEXAS § KNOW ALL PERSONS BY
COUNTY OF GALVESTON § THESE PRESENTS THAT

WHEREAS, The Dawn Condominium Association, Inc. ("Association"), is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in the recorded Condominium Declaration for The Dawn, as amended ("Declaration"); and

WHEREAS, Section 209.0062 of the Property Code, Texas Civil Statutes, relates to an alternative payment schedule for assessments ("Payment Plan"); and

WHEREAS, the Board of Directors ("Board") of the Association desires to establish a policy for any such Payment Plan consistent with Section 209.0062 of the Property Code, Texas Civil Statutes, and to provide reasonable, clear, and definitive guidance to property owners;

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*:

1. Subject to Sections 4 and 12 below, property owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Payment Plan Policy.
2. Late fees, delinquent collection-related fees, and additional monetary penalties will not be added to the part of the property owner's account with the Association that is the subject of a Payment Plan while that Payment Plan is active; provided, however, that the Association may impose (a) reasonable costs or fees associated with administering a Payment Plan or (b) interest. Such reasonable administrative costs or fees, if any, may be included in the Payment Plan and may change from time to time. Interest, if any, may accrue during a Payment Plan, as allowed under the Payment Plan. The Association may provide an estimate of the amount of interest that will accrue under any proposed payment plan.
3. Any Payment Plan must be in writing on the form provided by the Association and must be signed by the property owner.
4. The Payment Plan becomes effective, and is designated as "active", upon the Association's
 - a. receipt of a fully-completed and signed Payment Plan;
 - b. receipt of the first payment under the Payment Plan; and
 - c. acceptance of the Payment Plan as being in compliance with this Payment Plan Policy.

5. A Payment Plan may be for as short a period of time as three (3) months and as long a period of time as eighteen (18) months from the date of the property owner's request for a payment plan, based on the guidelines below. The durations listed below are provided as guidelines to assist a property owner in submitting a proposed payment plan:
 - a. a total balance of up to 2 times the amount of the monthly assessment may be paid in a period of up to 6 months;
 - b. a total balance of up to 3 times the amount of the monthly assessment may be paid in a period of up to 12 months; and
 - c. a total balance greater than 3 times the amount of the monthly assessment may be paid in a period of up to 18 months.
6. On a case-by case basis and upon the request of the property owner, the Board may approve more than one Payment Plan to be executed in sequence in order to assist the property owner in paying the amount owed to the Association. No individual Payment Plan may exceed eighteen (18) months.
7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must be equal the current balance due and owing by the property owner to the Association, plus the Payment Plan administrative fees, if any, plus the estimated accrued interest during the Payment Plan.
8. If a property owner requests a Payment Plan that will extend into the next assessment period, then the property owner will be required to pay each future assessment by the due date of that future assessment, in addition to being required to make the payments specified in the Payment Plan.
9. If a property owner defaults on any of the terms of the Payment Plan, then the Association may decide that the Payment Plan will become null and void. In such event, the Association will provide written notice to the property owner that the Payment Plan has become null and void. It is considered to be a default on the Payment Plan if the property owner either
 - a. fails to return a signed Payment Plan with the initial payment;
 - b. fails to make a payment due in a calendar month;
 - c. makes a payment for less than the agreed-upon amount; or
 - d. fails to pay any future assessment by the due date in a Payment Plan which extends into the next assessment period.

In the absolute discretion of the Association, the Association may waive any default under item b, c, or d of Section 9 above, if the property owner cures, by the immediate next calendar month payment, the payment which is insufficient in amount or is untimely. The Association may, but has no obligation to, provide a courtesy notice to the property owner of the payment which was insufficient in amount or was untimely.

FILED AND RECORDED

Instrument Number: 2017031221

Recording Fee: 34.00

Number Of Pages: 4

Filing and Recording Date: 05/23/2017 1:14PM

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

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