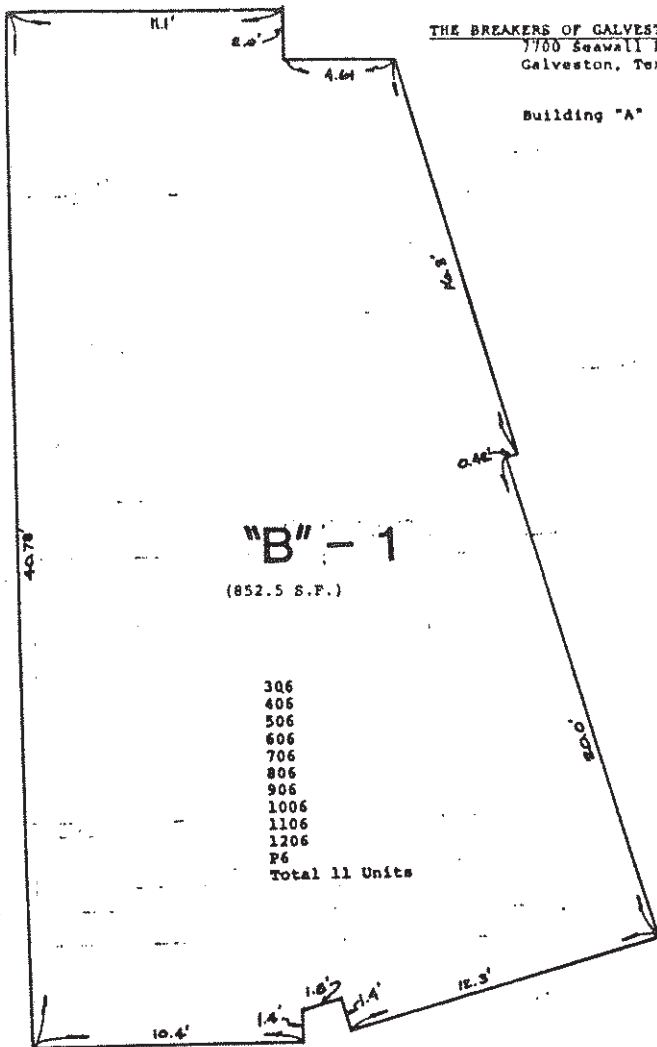


Scale 1/4" = 1' (2)

THE BREAKERS OF GALVESTON CONDOMINIUMS  
7700 Seawall Boulevard  
Galveston, Texas 77551

00B-77-0425

Building "A"



"B" - 1  
(852.5 S.F.)

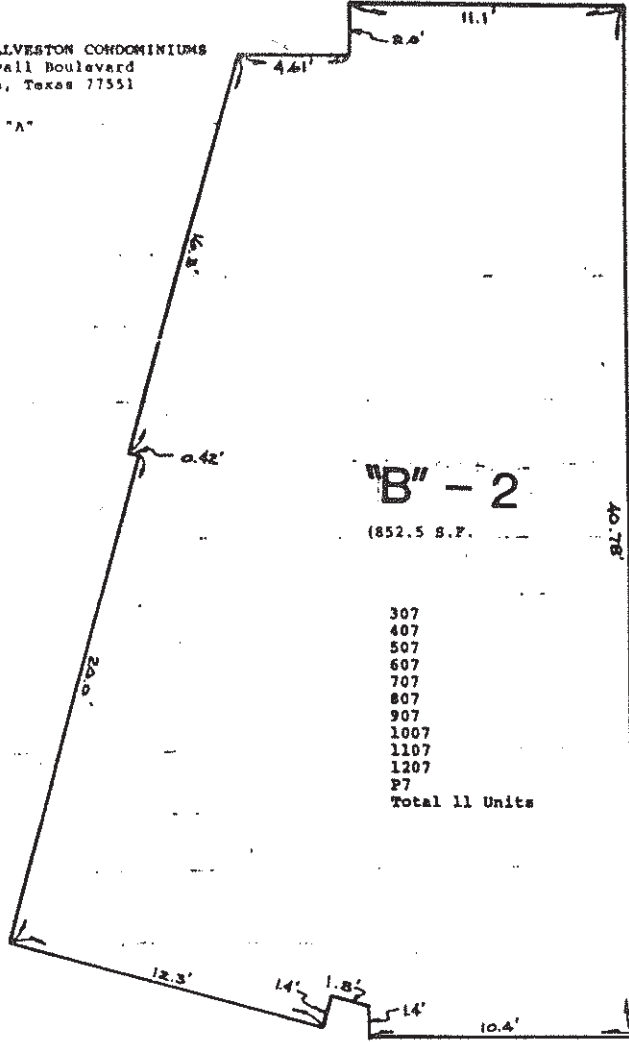
- 306
- 406
- 506
- 606
- 706
- 806
- 906
- 1006
- 1106
- 1206
- P6
- Total 11 Units

"B-18"  
March 21, 1985

Scale 1/4" = 1' (2)

THE BREAKERS OF GALVESTON CONDOMINIUMS  
7700 Seawall Boulevard  
Galveston, Texas 77551

Building "A"



003-77-0426

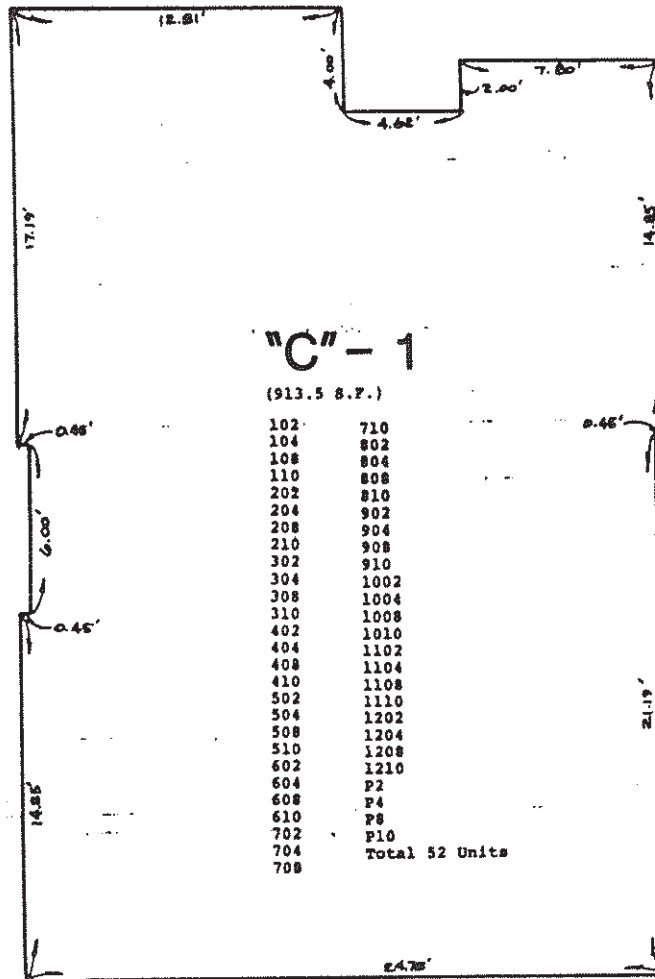
"B-19"  
March 21, 1985

**THE BREAKERS OF GALVESTON CONDOMINIUMS**  
 7700 Seawall Boulevard  
 Galveston, Texas 77551

Building "A"

003-77-0427

Scale 1/4" = 1' (±)

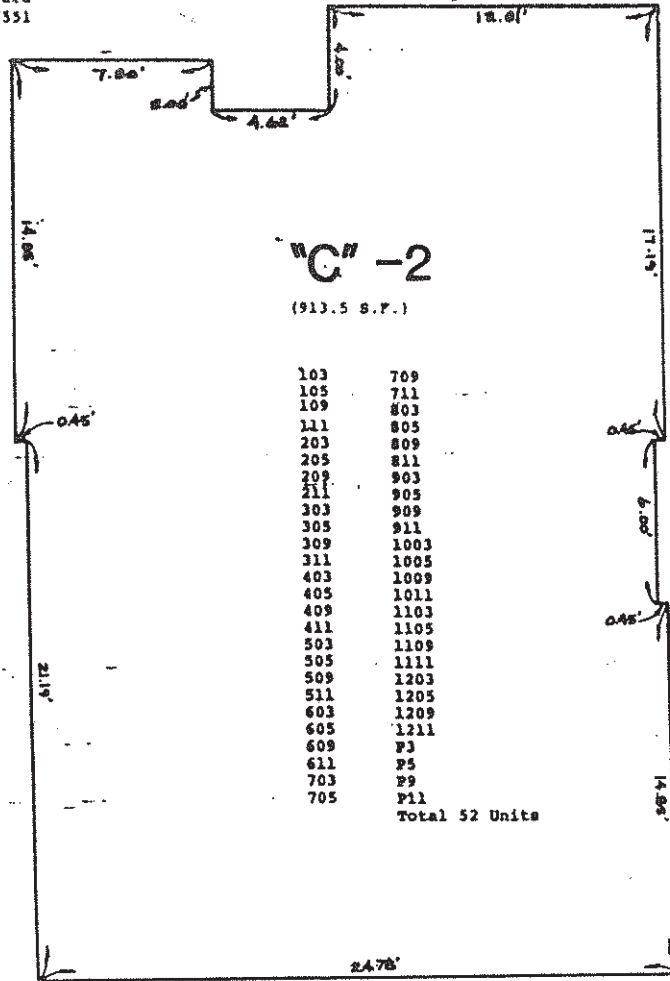


THE BREAKERS OF GALVESTON CONDOMINIUMS  
 7700 Seawall Boulevard  
 Galveston, Texas 77551

Scale 1/4" = 1' (-2)

003-77-0428

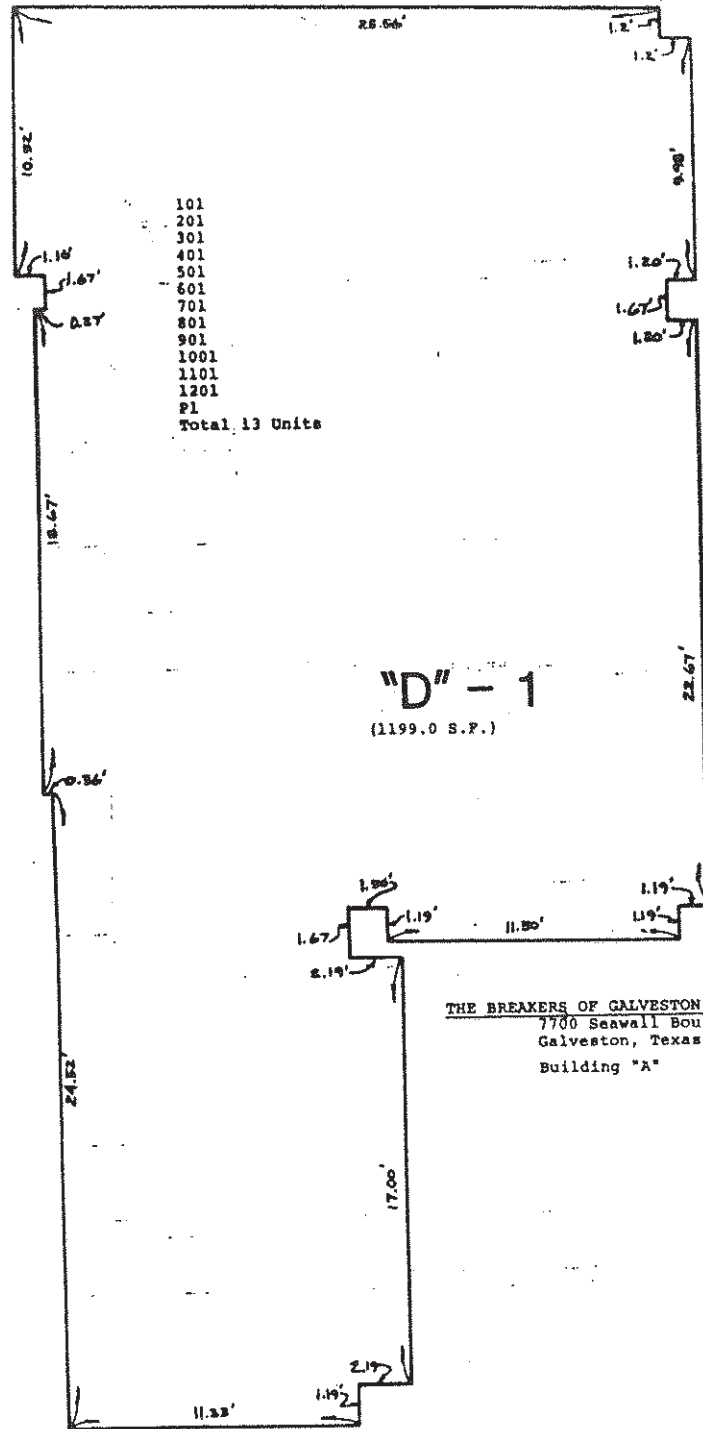
Building "A"



"B-21"  
 March 21, 1985

Scale 1/4" = 1' (±)

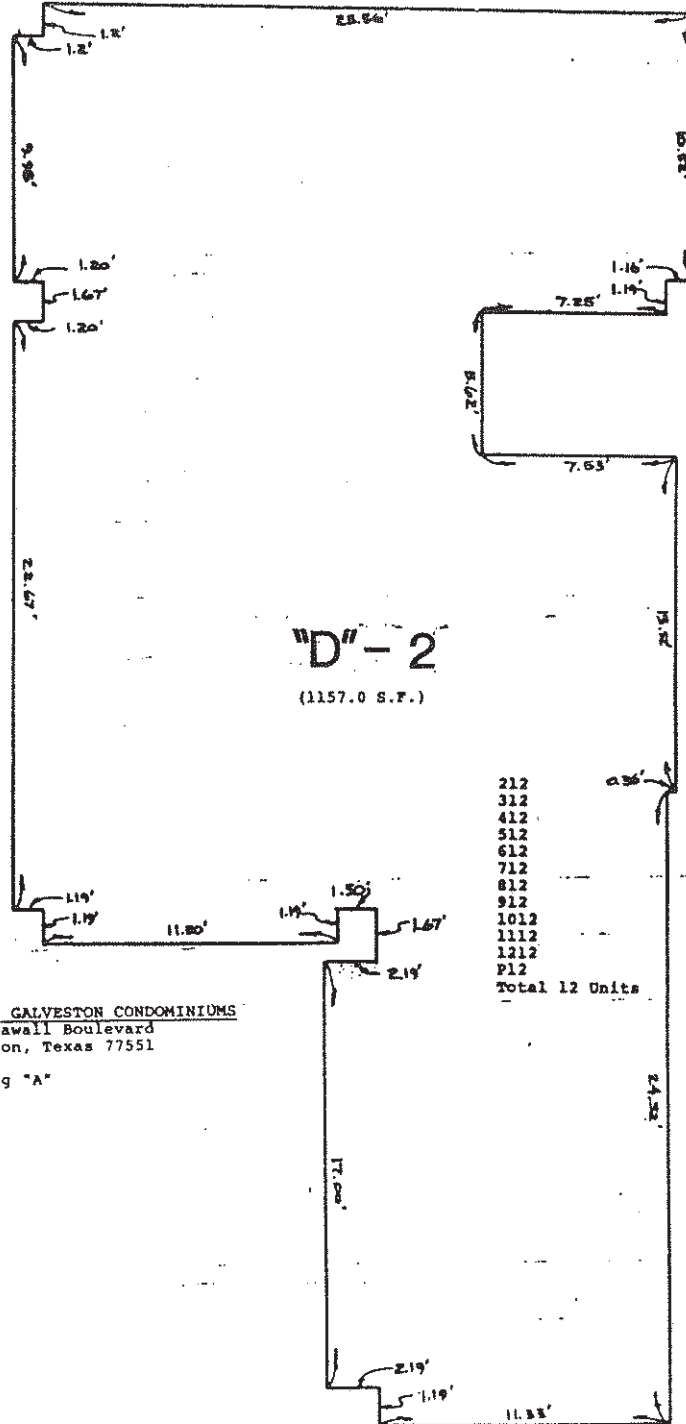
003-77-0429



"B-22"  
March 21, 1985

003-77-0430

Scale 1/4" = 1' (2)

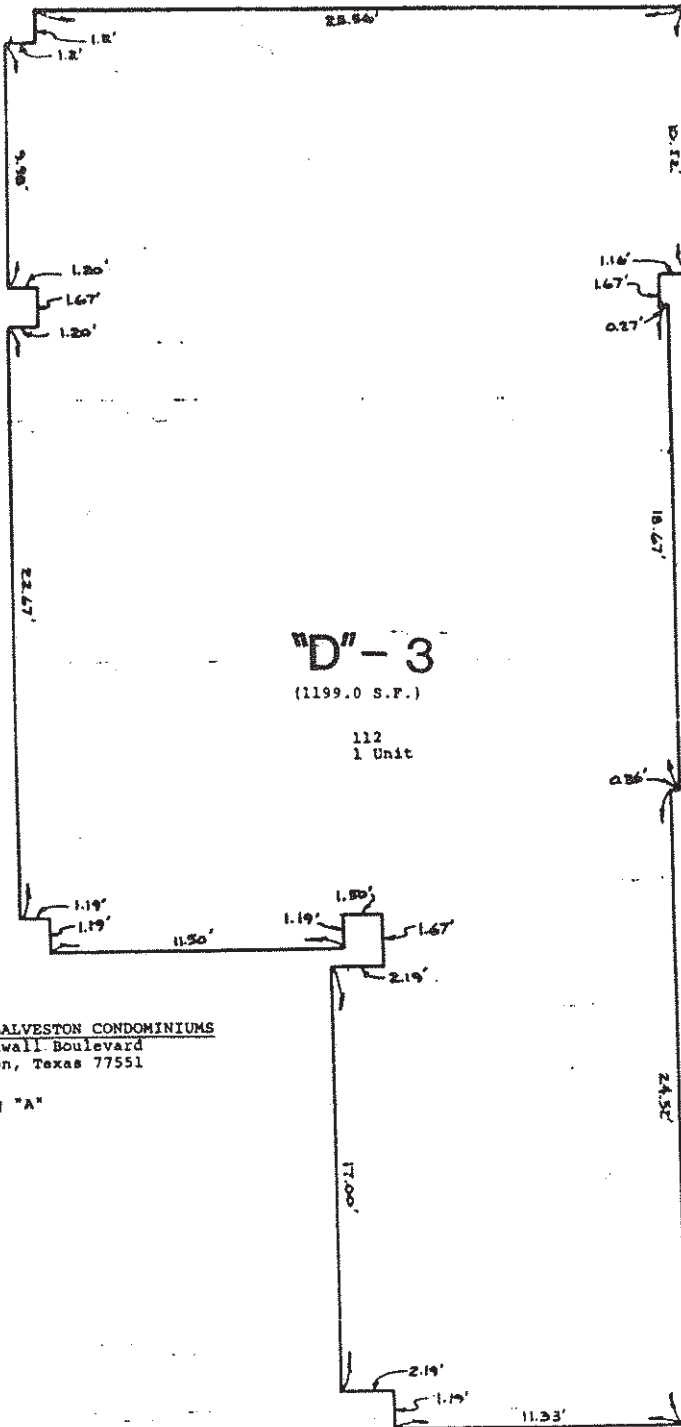


THE BREAKERS OF GALVESTON CONDOMINIUMS  
 7700 Seawall Boulevard  
 Galveston, Texas 77551

Building "A"

"B-23"  
 MARCH 21, 1985

Scale 1/4" = 1' (1/2)



"D"-3

(1199.0 S.F.)

112  
1 Unit

THE BREAKERS OF GALVESTON CONDOMINIUMS  
7700 Seawall Boulevard  
Galveston, Texas 77551

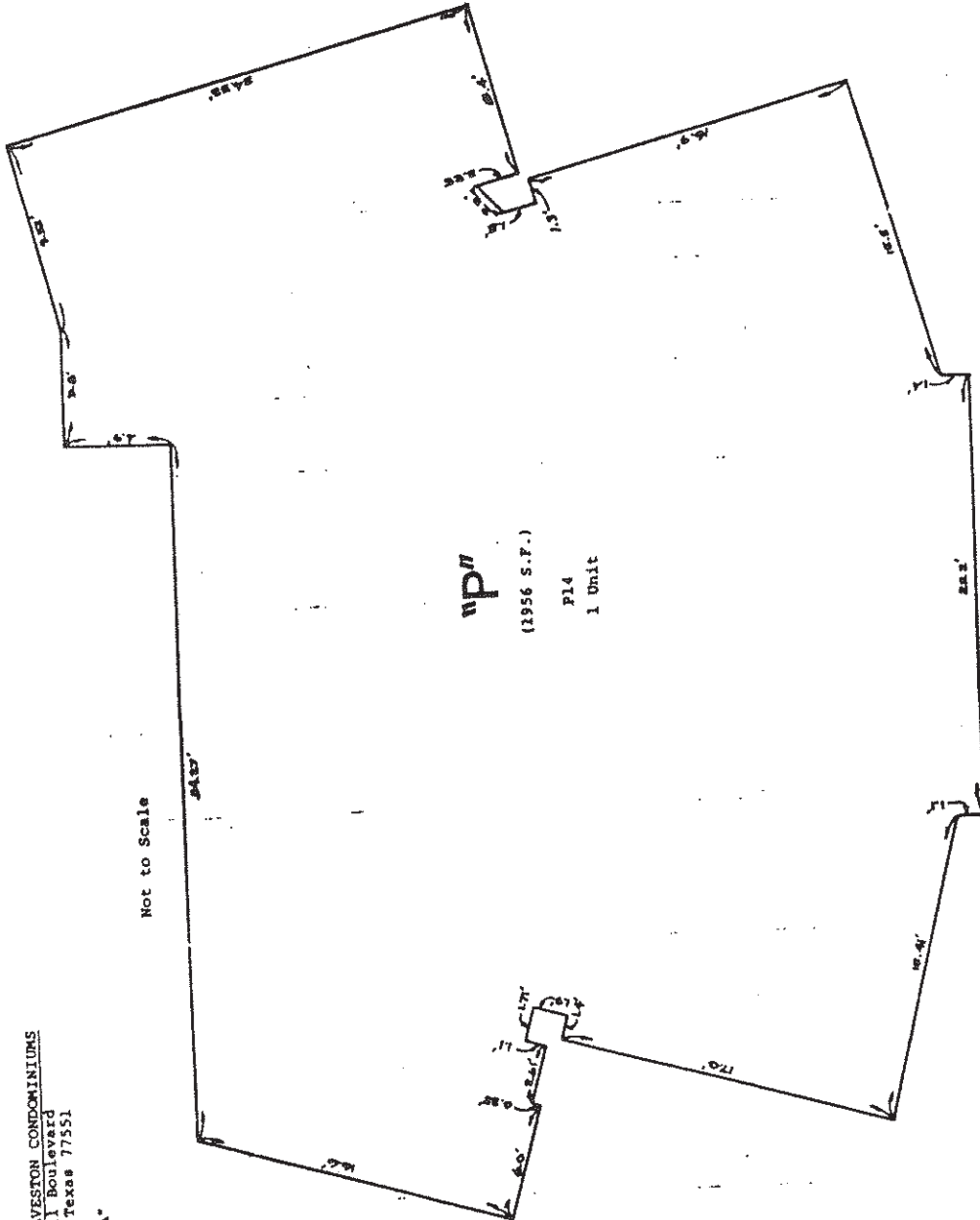
Building "A"

003-77-0431

"B-24"

March 21, 1985

003-77-0432



THE BREAKERS OF GALVESTON CONDOMINIUMS  
7100 Seawall Boulevard  
Galveston, Texas 77551

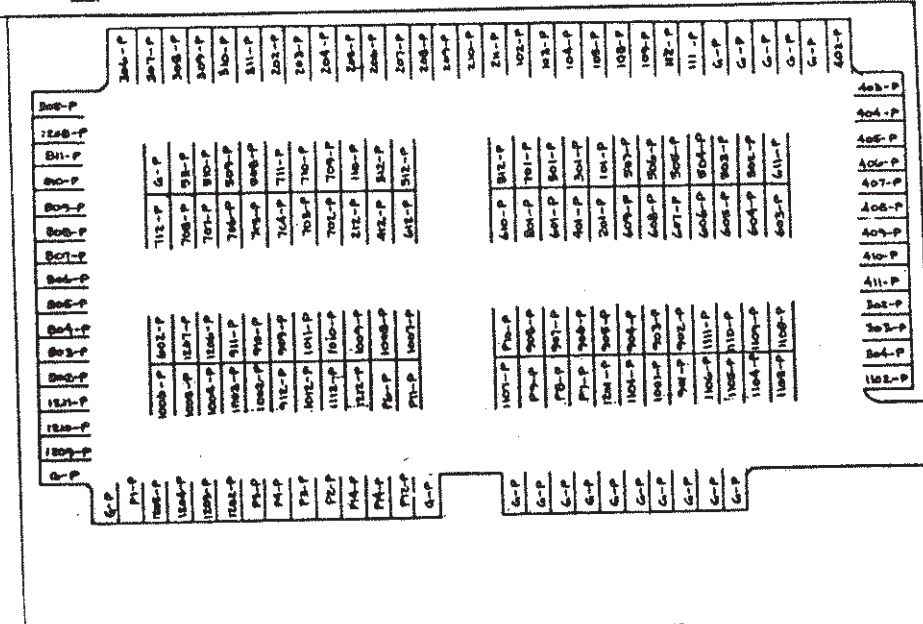
Building "A"

"B-25"  
March 21, 1985



STEWART ROAD  
(100' ROW)

003-77-0433



77th STREET  
(60' ROW)

THE BREAKERS OF GALVESTON CONDOMINIUMS  
7700 Seawall Boulevard  
Galveston, Texas 77551

PARKING SPACES ASSIGNMENT

- LEGEND: (TYPICAL)
- 1102-P - UNIT 1102 PARKING ASSIGNED SPACE
  - G-P - GUEST PARKING
  - P14-P - FENT HOUSE 14 PARKING ASSIGNED SPACE

003-77-0434

EXHIBIT "C"  
INTEREST IN COMMON ELEMENTS

THE BREAKERS OF GALVESTON CONDOMINIUMS

7700 Seawall Boulevard  
 Galveston, Texas 77551

BUILDING "A"

Ground Floor (First Floor) (10 Units)	Unit Number	Unit Type	Square Footage	Percent Interest In Common Elements
	101	D1	1199.0	0.8125
	102	C1	913.5	0.6190
	103	C2	913.5	0.6190
	104	C1	913.5	0.6190
	105	C2	913.5	0.6190
	108	C1	913.5	0.6190
	109	C2	913.5	0.6190
	110	C1	913.5	0.6190
	111	C2	913.5	0.6190
	112	D3	1199.0	0.8125
Second Floor (12 Units)	201	D1	1199.0	0.8125
	202	C1	913.5	0.6190
	203	C2	913.5	0.6190
	204	C1	913.5	0.6190
	205	C2	913.5	0.6190
	206	A1	596.5	0.4042
	207	A2	596.5	0.4042
	208	C1	913.5	0.6190
	209	C2	913.5	0.6190
	210	C1	913.5	0.6190
	211	C2	913.5	0.6190
	212	D2	1157.0	0.7840
Third Floor (12 Units)	301	D1	1199.0	0.8125
	302	C1	913.5	0.6190
	303	C2	913.5	0.6190
	304	C1	913.5	0.6190
	305	C2	913.5	0.6190
	306	B1	852.5	0.5776
	307	B2	852.5	0.5776
	308	C1	913.5	0.6190
	309	C2	913.5	0.6190
	310	C1	913.5	0.6190
	311	C2	913.5	0.6190
	312	D2	1157.0	0.7840

C1

March 21, 1985

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Forth Floor (12 Units)	Unit Number	Unit Type	Square Footage	Percent Interest In Common Elements
	401	D1	1199.0	0.8125
	402	C1	913.5	0.6190
	403	C2	913.5	0.6190
	404	C1	913.5	0.6190
	405	C2	913.5	0.6190
	406	B1	852.5	0.5776
	407	B2	852.5	0.5776
	408	C1	913.5	0.6190
	409	C2	913.5	0.6190
	410	C1	913.5	0.6190
	411	C2	913.5	0.6190
	412	D2	1157.0	0.7840
Fifth Floor (12 Units)	501	D1	1199.0	0.8125
	502	C1	913.5	0.6190
	503	C2	913.5	0.6190
	504	C1	913.5	0.6190
	505	C2	913.5	0.6190
	506	B1	852.5	0.5776
	507	B2	852.5	0.5776
	508	C1	913.5	0.6190
	509	C2	913.5	0.6190
	510	C1	913.5	0.6190
	511	C2	913.5	0.6190
	512	D2	1157.0	0.7840
Sixth Floor (12 Units)	601	D1	1199.0	0.8125
	602	C1	913.5	0.6190
	603	C2	913.5	0.6190
	604	C1	913.5	0.6190
	605	C2	913.5	0.6190
	606	B1	852.5	0.5776
	607	B2	852.5	0.5776
	608	C1	913.5	0.6190
	609	C2	913.5	0.6190
	610	C1	913.5	0.6190
	611	C2	913.5	0.6190
	612	D2	1157.0	0.7840

C2

March 21, 1985

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Seventh Floor (12 Units)	Unit Number	Unit Type	Square Footage	Percent Interest In Common Elements
	701	D1	1199.0	0.8125
	702	C1	913.5	0.6190
	703	C2	913.5	0.6190
	704	C1	913.5	0.6190
	705	C2	913.5	0.6190
	706	B1	852.5	0.5776
	707	B2	852.5	0.5776
	708	C1	913.5	0.6190
	709	C2	913.5	0.6190
	710	C1	913.5	0.6190
	711	C2	913.5	0.6190
	712	D2	1157.0	0.7840
Eighth Floor (12 Units)				
	801	D1	1199.0	0.8125
	802	C1	913.5	0.6190
	803	C2	913.5	0.6190
	804	C1	913.5	0.6190
	805	C2	913.5	0.6190
	806	B1	852.5	0.5776
	807	B2	852.5	0.5776
	808	C1	913.5	0.6190
	809	C2	913.5	0.6190
	810	C1	913.5	0.6190
	811	C2	913.5	0.6190
	812	D2	1157.0	0.7840
Ninth Floor (12 Units)				
	901	D1	1199.0	0.8125
	902	C1	913.5	0.6190
	903	C2	913.5	0.6190
	904	C1	913.5	0.6190
	905	C2	913.5	0.6190
	906	B1	852.5	0.5776
	907	B2	852.5	0.5776
	908	C1	913.5	0.6190
	909	C2	913.5	0.6190
	910	C1	913.5	0.6190
	911	C2	913.5	0.6190
	912	D2	1157.0	0.7840

C3

March 21, 1985

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Tenth Floor (12 Units)	Unit Number	Unit Type	Square Footage	Percent Interest In Common Elements
	1001	D1	1199.0	0.8125
	1002	C1	913.5	0.6190
	1003	C2	913.5	0.6190
	1004	C1	913.5	0.6190
	1005	C2	913.5	0.6190
	1006	B1	852.5	0.5776
	1007	B2	852.5	0.5776
	1008	C1	913.5	0.6190
	1009	C2	913.5	0.6190
	1010	C1	913.5	0.6190
	1011	C2	913.5	0.6190
	1012	D2	1157.0	0.7840
Eleventh Floor (12 Units)				
	1101	D1	1199.0	0.8125
	1102	C1	913.5	0.6190
	1103	C2	913.5	0.6190
	1104	C1	913.5	0.6190
	1105	C2	913.5	0.6190
	1106	B1	852.5	0.5776
	1107	B2	852.5	0.5776
	1108	C1	913.5	0.6190
	1109	C2	913.5	0.6190
	1110	C1	913.5	0.6190
	1111	C2	913.5	0.6190
	1112	D2	1157.0	0.7840
Twelfth Floor (12 Units)				
	1201	D1	1199.0	0.8125
	1202	C1	913.5	0.6190
	1203	C2	913.5	0.6190
	1204	C1	913.5	0.6190
	1205	C2	913.5	0.6190
	1206	B1	852.5	0.5776
	1207	B2	852.5	0.5776
	1208	C1	913.5	0.6190
	1209	C2	913.5	0.6190
	1210	C1	913.5	0.6190
	1211	C2	913.5	0.6190
	1212	D2	1157.0	0.7840

C4

March 21, 1985

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Penthouse Floor (Thirteenth Floor) (12 Units)	Unit Number	Unit Type	Square Footage	Percent Interest In Common Elements
	P1	D1	1199.0	0.8125
	P2	C1	913.5	0.6190
	P3	C2	913.5	0.6190
	P4	C1	913.5	0.6190
	P5	C2	913.5	0.6190
	P6	B1	852.5	0.5776
	P7	B2	852.5	0.5776
	P8	C1	913.5	0.6190
	P9	C2	913.5	0.6190
	P10	C1	913.5	0.6190
	P11	C2	913.5	0.6190
	P12	D2	1157.0	0.7840
Roof (Fourteenth Floor) (1 Unit)	P14	P	1956	1.3254
Total			147,578	100.00

UNIT RE-CAP:

<u>Unit Type</u>	<u>Unit Square Footage</u>	<u>Number of Units</u>	<u>Total Unit Type Square Footage</u>
A1	596.5	1	596.5
A2	596.5	1	596.5
B1	852.5	11	9377.5
B2	852.5	11	9377.5
C1	913.5	52	47,502.0
C2	913.5	52	47,502.0
D1	1199.0	13	15,587.0
D2	1157.0	12	13,884.0
D3	1199.0	1	1199.0
P	1956.0	1	1956.0
Total		155	147,578.0

## EXHIBIT "D"

## BYLAWS

## OF

## THE BREAKERS OF GALVESTON CONDOMINIUM ASSOCIATION

## ARTICLE I

NAME AND LOCATION

THE BREAKERS OF GALVESTON CONDOMINIUMS shall be administered by an association of all the Owners of Units or by a non-profit corporation incorporated under the laws of the State of Texas under the name of THE BREAKERS OF GALVESTON OWNER'S ASSOCIATION, INC., a Texas non-profit corporation hereinafter referred to as the "Association". The principal office of the Association shall be located at 7700 Seawall Boulevard, Galveston, Texas 77551, but meetings of Members and Directors may be held at such places within the State of Texas, County of Galveston, as may be designated by the Board of Directors.

## ARTICLE II

DEFINITIONS

Section 1. All terms used herein shall have the meaning given thereto in the Declaration unless other definitions are expressly stated herein.

Section 2. "Articles of Incorporation" shall mean the articles of incorporation of the Association, if said Association is incorporated, as amended from time to time.

Section 3. "Declaration" shall mean the declaration, as amended from time to time, establishing THE BREAKERS OF GALVESTON CONDOMINIUMS as a condominium regime in Galveston County, Texas pursuant to Chapter 81 of the Texas Property Code, a copy of which Declaration is recorded in the Official Public Records of Real Property of Galveston County, Texas. The Declaration is incorporated herein by this reference for all purposes.

Section 4. "Director" shall mean a member of the Association's Board of Directors.

Section 5. "Nominating Committee" shall mean a committee formed for the purpose of nominating candidates for election to the Board of Directors as contemplated by Article IV, Section 2 of the Bylaws.

## ARTICLE III

MEMBERS, MEETINGS, AND VOTING RIGHTS

Section 1. Composition and Powers. Every Owner shall be a Member of the Association and shall continue to be a Member for so long as he owns a Unit, and no other person or entity shall be entitled to membership, all as more fully set out in the Declaration. No Owner shall be required to pay any consideration whatsoever solely for his membership in the Association. If more than one person or entity owns a Unit, only one of such Owners shall be a Member, which designation shall be made by a majority vote of all such Owners, and shall be specified in a written notice to the Board of Directors of the Association by such

Owners. The foregoing is not intended to include persons or entities holding an interest in a Unit merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, the ownership of a Unit. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. Except as otherwise provided in these Bylaws or in the Declaration, all action to be taken or authorized by the Members shall be deemed validly taken or authorized upon adoption by vote of fifty-one percent (51%) of the votes in the Association held by Members present, in person or by proxy, at any properly called meeting at which a quorum is present, in person or by proxy. The members present, in person or by proxy, at a properly called meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough Members so as to leave less than a quorum.

Section 2. Annual Meetings.

(a) The first annual meeting of the Members shall be held when called (pursuant to Paragraph 4.2 of the Declaration), upon ten (10) days' prior written notice to the Members, by the initial Board of Directors of the Association.

(b) Thereafter, the annual meeting of the Members shall be held on the first Saturday in the month of June of each year at 10:00 A.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of ten (10) Members.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the address supplied in writing by such Member to the Association for the purpose of notice at least thirty (30) days in advance of the meetings. If any Member shall fail to give an address to the Association for the mailing of notices, the address of the Unit owned by such Member shall be deemed to be the address for the giving of notice. Such notice shall specify the place, date, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum and Adjournment. The presence at any meeting, in person or by proxy, of Members entitled to cast fifty-one percent (51%) of the votes in the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, if any, the Declaration, or these Bylaws. Any meeting of the Association, whether annual or special, may be adjourned from time to time, whether a quorum be present or not, without notice other than the announcement at the meeting, and such adjournment may be to such time, date, and place as may be determined by a majority of the votes cast at such meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting as originally called.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association at or before the appointed time for each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.



Section 7. Voting. Each Member shall have a vote or votes in the Association according to the Percentage Interest appurtenant to the Unit owned by such Member; provided however, that until Declarant has conveyed control of the Association to the Unit Owners, as set out in Paragraph 4.2 of the Declaration, Declarant shall have the only vote in and exclusive control of the Association. No Owner, other than Declarant, shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Unit in the Property to the Association.

Section 8. Place of Meetings. The meetings of the Members of the Association shall be held at such place as is designated by the Board of Directors. To the extent possible, said meetings shall be held within the boundaries of the Property.

Section 9. Conduct of Meetings. The President of the Association shall preside at all meetings of the Members. In his absence a Vice President shall preside. In the absence of all such officers, any Member or the duly appointed proxy of any Member may call the meeting to order and a chairman shall be elected from among the Members present. The Secretary of the Association shall act as secretary at all meetings of the Members. In his absence an Assistant Secretary shall so act and in the absence of all of these officers the presiding officer may appoint any person to act as secretary of the meeting.

#### ARTICLE IV

##### BOARD OF DIRECTORS

Section 1. Composition. Until their successors are elected at the first annual meeting of the Members (which shall be held in accordance with Section 2(a) of Article III of these Bylaws), the affairs of the Association shall be managed by the Initial Board of Directors as set out in Paragraph 4.1 of the Declaration. Such Board may increase its membership to five (5) by electing two Members as Directors prior to the first annual meeting of Members. Each member of the Board of Directors of the Association must be a Member of the Association with the exception of the first Board of Directors appointed by Developer and any replacement Directors appointed by Developer prior to the first annual meeting of the Members. After the first annual meeting, the affairs of the Association shall be managed by a Board of five (5) Directors elected by the Members. At the first annual meeting, the Members shall elect one (1) Director for a term of one (1) year, two (2) Directors for terms of two (2) years each, and two (2) Directors for terms of three (3) years each; and at each annual meeting thereafter the Members shall elect one (1) or two (2) Directors, as the case may be, for a term of three (3) years.

Section 2. Nomination. Nominations for election to the Board of Directors shall be made by the Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more other persons who shall be either Directors or Members of the Association, but a majority of which shall be Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations

003-77-0442

for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Removal. Prior to the election of the Board of five (5) Directors at the first annual meeting as provided for in Section 1 of Article IV hereof, no Director shall be subject to removal by the Members, provided however that, prior to such election any Director or Directors may be removed and replaced, with or without cause, by Declarant. Thereafter, any Director may be removed from the Board of Directors, with or without cause and a successor elected to serve for his unexpired term, by an affirmative vote of a majority of all votes in the Association represented at a special meeting called for such purpose. In the event of death or resignation of a Director, his successor shall be elected by a majority of the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor. Any Director may resign at any time by giving written notice to the President or Secretary. Such resignation shall take effect at the time specified therein and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. If any vacancy shall occur in the Board of Directors, such vacancy may, subject to Section 4 of this Article, be filled by majority vote of the remaining Directors; provided, however, any vacancy created by the Members of the Association by increasing the number of Directors shall be filled by election by the Members at the annual or special meeting called for that purpose. A Director elected to fill a vacancy shall be elected and serve for the unexpired term of his predecessor in office.

Section 6. Compensation. No Director shall receive compensation for any service he may render to the Association; however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7. Quorum and Action. A majority of members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of such Board of Directors. A vote of the Directors shall be valid if concurred in by a majority present at a meeting unless the vote of a greater number is required by law, the Declaration, these Bylaws or the Articles of Incorporation (if any).

Section 8. Action Taken Without a Meeting. The Directors shall have the right to take any action without a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 9. Meetings. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors may determine. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' written notice to each Director, which notice may

be waived by attendance at the meeting or by written waiver. Attendance of a Director at a meeting shall not constitute a waiver of notice of such meeting where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 10. Powers and Duties. The Board of Directors, for the benefit of the Members, shall have the following powers and duties:

(a) To exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, Articles of Incorporation (if any), or the Declaration.

(b) To take all such lawful action as the Board of Directors may determine to be necessary, advisable or convenient to effectuate the purposes and provisions of the Declaration, the Articles of Incorporation (if any), and the Bylaws.

(c) To perform any and all duties imposed on or powers allowed to the Board of Directors by applicable law.

Section 11. Presumption of Assent to Action. A Director who is present at a meeting of the Board at which action on any matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

## ARTICLE V

### OFFICERS AND THEIR DUTIES

Section 1. Election of Officers. The officers of the Association shall be the President, one or more Vice Presidents, Secretary, and Treasurer, and, in addition thereto, in the discretion of the Board of Directors, such other officers with such duties as the Board of Directors shall from time to time determine. All officers shall be elected annually by the Board of Directors as the Board of Directors may determine. All officers shall serve until their successors shall have been elected or until they have been removed or have resigned. All officers shall be subject to removal at any time by the Board of Directors. The Board of Directors may, in its discretion, elect acting or temporary officers and elect officers to fill vacancies occurring for any reason whatsoever, and may, in its discretion, limit or enlarge the duties and powers of any officer elected by it. Any person may simultaneously hold more than one of any of the offices, except that the offices of President and Secretary shall not be held simultaneously by the same person.

Section 2. The President. The President shall preside at all meetings of the Board of Directors and the Members; see that orders and resolutions of the Board of Directors are carried out; and, unless otherwise provided by the Board of Directors, sign all leases, mortgages, deeds, and other written instruments that have been approved by the Board of Directors or pursuant to the authority granted by the Board of Directors.

Section 3. The Vice Presidents. Each Vice President shall have such power and duties as may be assigned to him by the Board of Directors. If more than one Vice President is elected, the Board of Directors shall designate who is the First Vice President, who is the Second Vice President, etc. In the absence of the President, the First Vice President shall perform the duties of the President. Such authority to act for the President shall vest to the Vice Presidents in the order of their numerical designation by the Board of Directors.

Section 4. The Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings in conformity with these Bylaws; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as are assigned by the Board of Directors.

Section 5. The Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

Section 6. Treasurer's Bond. If required by the Board of Directors, the Treasurer and any Assistant Treasurer shall give the Association a bond in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the Association, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association, provided, however, that the cost of the bond shall be paid for by the Association.

Section 7. Resignation. Any officer may resign at any time by giving written notice thereof to the Board of Directors or to the President or Secretary of the Association. Any such resignation shall take effect at any time specified therein and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 8. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board at any time with or without cause. Any other officer may be removed at any time with or without cause by the Board of Directors or by any committee or superior officer in whom such power of removal may be conferred by the Board of Directors.

Section 9. Vacancies. A vacancy in any office shall be filled for the unexpired portion of the term by the Board of Directors.

Section 10. Salaries. The salary or other compensation if any, of officers shall be fixed from time to time by the Board of Directors.

## ARTICE VI

COMMITTEES

Section 1. Membership and Authority of Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate one (1) or more Directors to constitute an Executive Committee, which Committee to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the Association, except where action of the full Board of Directors is specified by applicable law, the Declaration or these Bylaws, but the designation of such Committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by law.

Section 2. Minutes. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required.

Section 3. Vacancies. The Board of Directors shall have the power at any time to fill vacancies in, to change the membership of, or to dissolve, the Executive Committee.

Section 4. Other Committees. In addition to the committees provided for in the Declaration and the Bylaws, the Board of Directors may appoint such other committees as may be deemed appropriate by the Board.

## ARTICLE VII

SEAL

The Association may have a seal in the form prescribed by the Board of Directors.

## ARTICLE VIII

MISCELLANEOUS

Section 1. Covenant to Obey Laws, Rules, and Regulations. Each Member shall be subject to the Declaration and shall abide by the Bylaws, Rules and Regulations and Articles of Incorporation as the same are or may from time to time be established by the Board of Directors. Each Member shall observe, comply with, and perform all rules, regulations, ordinances, and laws made by any governmental authority of any municipal, state, and federal government having jurisdiction over the Property or any part thereof.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of filing of the Declaration in the Condominium Records of Galveston County, Texas.

Section 3. Amendment. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of 67% of the votes in the Association held by Members present, in person or by proxy, so long as notice of the proposed Bylaw change was given to the Members at least ten (10) days in advance of the meeting. If any such amendment would have the effect of altering or modifying any of the protections afforded First Mortgagees pursuant to Article 11, Section 2 of the Declaration or the regulations promulgated by the Federal Home Loan Mortgage Corporation and/or the Federal National Mortgage Association, then in

003-77-0446

such event, the consent of the percentage of First Mortgagees specified in such regulations, or if no such percentage is specified, the unanimous consent of the First Mortgagees (based upon one vote for each mortgage or deed of trust held), shall also be required.

Section 4. Conflicts. In the case of any conflict between the Articles of Incorporation (if the Association is incorporated) and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws or the Articles of Incorporation, the Declaration shall control.

1084191  
WPO239

STATE OF TEXAS COUNTY OF GALVESTON  
I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the Official Public Records of Real Property of Galveston County, Texas, on

APR 15 1985



*Mary Jane Bluestone*  
COUNTY CLERK OF GALVESTON COUNTY, TEXAS

FILED FOR RECORD

APR 15 3 12 PM '85

*Mary Jane Bluestone*  
COUNTY CLERK OF GALVESTON COUNTY, TEXAS

8540408

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 blockouts, additions and changes were present at the time the instrument was filed and recorded.

004-14-2272

FIRST AMENDMENT TO CONDOMINIUM DECLARATION  
FOR  
THE BREAKERS OF GALVESTON CONDOMINIUMS

THE STATE OF TEXAS §  
§  
COUNTY OF GALVESTON §

RECITALS

1. On April 15, 1985, the Condominium Declaration for The Breakers of Galveston Condominiums was filed in the Official Public Records of Real Property of Galveston County, Texas, under Clerk's File No. 8514595 (the "Declaration"), said Declaration filed for the purpose of establishing a condominium regime known as The Breakers of Galveston Condominiums ("The Breakers").

2. The Declarant and Unit Owners who own in excess of sixty-seven percent (67%) of the ownership interests in the Condominium desire to convert one covered parking space, which is currently a General Common Element, into a Limited Common Element, reserved for the exclusive use of Horst Kimmerle, Owner of Unit P1 in The Breakers.

3. The Declarant and Owners of Units who own in excess of sixty-seven percent (67%) of the ownership interests in The Breakers have agreed that certain provisions of the Declaration are incorrectly stated, and should be correctly restated.

NOW, THEREFORE, the Declaration is amended as follows:

1. One (1) guest parking space, a General Common Element, adjoining the parking space conveyed with Unit P1 is hereby made a Limited Common Element and designated P1-P as depicted on Exhibit "A" hereto, which Exhibit shall replace page B-26 of the Declaration, and said parking space designated P1-P on Exhibit "A" is hereby made a part of and dedicated to Unit P1, as a Limited Common Element.

2. The following shall be added as paragraph 6.4 of Article VI of the Declaration:

6.4 FIRST MORTGAGEES. As used in this Article VI, the term "First Mortgagees" shall only refer to the holders of first mortgages on Units who have requested in writing that the Association notify them of any proposed action that requires the consent of a specified percentage of such first mortgage holders.

3. The following shall be added as paragraph 8.1(i) of the Declaration:

(i) Except for subparagraph 8.1(b)(1), the term "First Mortgagee", as used in this paragraph 8.1, shall only refer to the holders of first mortgages on Units which have requested in writing that the Association notify them of any proposed action that requires the consent of a specified percentage of such first mortgage holders.

4. These amendments have been approved at a special meeting of the Owners of Units in The Breakers on August 19th, 1985, at which Owners of Units who own in excess of sixty-seven percent (67%) of the ownership interests in The Breakers approved such amendments.

004-14-2273

5. The terms Association, Declarant, General Common Element, Limited Common Element, Owner and Unit, as used herein, shall have the meaning assigned to them in the Declaration.

IN WITNESS WHEREOF, the Declarant and the Board of Directors of the Association have caused this instrument to be signed, sealed and delivered this 28<sup>th</sup> day of August, 1985.

"DECLARANT"

KASSIS INVESTMENT COMPANY--TEXAS, INC., a Texas corporation

By: James Gautier  
James Gautier  
Vice President

"DIRECTORS"

James Gautier  
JAMES GAUTIER  
James E. Kassis  
JAMES E. KASSIS  
Cherri Kirchoff  
CHERRI KIRCHOFF

THE STATE OF TEXAS §  
COUNTY OF Dalworth §

This instrument was executed before me this 29<sup>th</sup> day of August, 1985 by James Gautier, individually and as Vice President of Kassis Investment Company--Texas, Inc., a Texas corporation, on behalf of said corporation.



CHERRI KIRCHOFF  
Notary Public State of Texas  
My Commission Expires 7-11-88

Cherri Kirchoff  
Notary Public in and for  
the State of T E X A S  
My commission expires: 7-11-88



004-14-2274

004-14-

STATE OF CALIFORNIA  
COUNTY OF Sacramento

On this 20<sup>th</sup> day of August, in the year 1985, before me, Frank Tompkins, a Notary Public, State of California, duly licensed and sworn, personally appeared James E. Kamei



personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as executor or on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City of Sacramento, County of Sacramento, on the date set forth above in this certificate.

Frank Tompkins  
Notary Public, State of California  
My commission expires 9/22/87

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.  
Cowdery's Form No. 28 -- Acknowledgement to Notary Public -- Corporation (C. C. Secs. 1190-1190.1) -- (Rev. 1/83)

THE STATE OF TEXAS §  
COUNTY OF Wheeler §

This instrument was executed before me this 29<sup>th</sup> day of August, 1985 by Cherri Kirchoff.



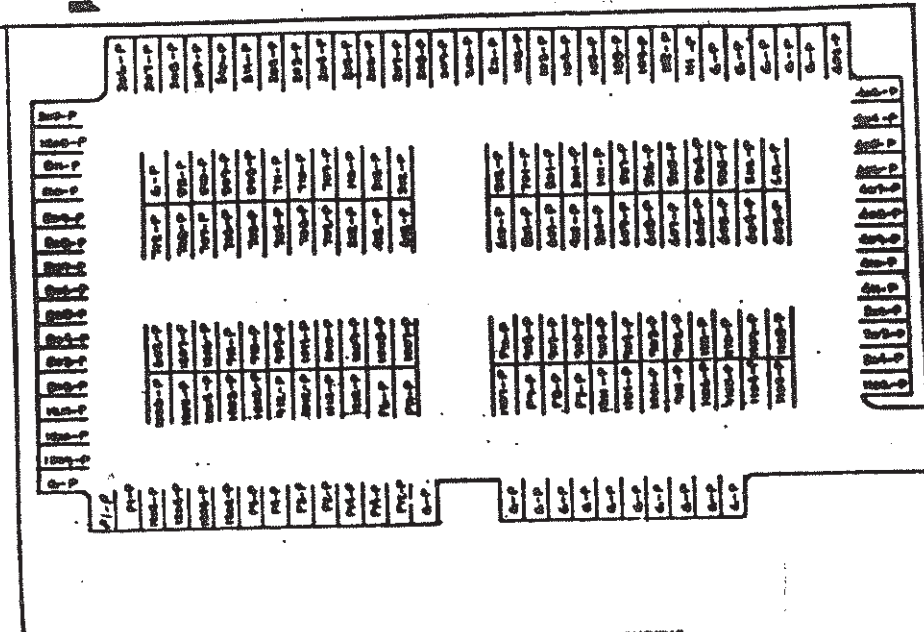
**CHARMAINE WRIGHT**  
Notary Public State of Texas  
My Commission Expires 1/21/87

Charmaine Wright  
Notary Public in and for  
the State of T E X A S  
My commission expires: \_\_\_\_\_

0785115a.034

STEWART ROAD  
(100' ROW)

004-14-2275



77th STREET  
(60 ROW)

THE BREAKERS OF GALVESTON CONDOMINIUMS  
7700 Seawall Boulevard  
Galveston, Texas 77551

PARKING SPACES ASSIGNMENT

LEGEND: (TYPICAL)

- 1102-P - UNIT 1102 PARKING ASSIGNED SPACE
- G-P - GUEST PARKING
- P14-P - PENT HOUSE 14 PARKING ASSIGNED SPACE

FILED FOR RECORD

OCT 7 3 09 PM '85

*Mary Jane Edmister*

COUNTY CLERK, GALVESTON COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Real Property of Galveston County, Texas, on

OCT 7 1985



*Mary Jane Edmister*  
COUNTY CLERK, Galveston County, Texas

*Breakers file  
Am  
Stewart's*

"B-26"  
March 21, 1985

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

THAT NATHANIEL IRVING SHAPIRO and wife, BETTY SHAPIRO, of the County of Harris, State of Texas, for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid to it by the City of Galveston, Texas, a municipal corporation, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said City of Galveston, Texas, a municipal corporation, the right to construct, reconstruct and perpetually maintain a sanitary sewer line in, on, over and across all that tract or parcel of land more fully described as follows, to-wit:

Beginning at the Northwest corner of Lot 152, T & L Survey No. 1, City and County of Galveston, Texas;  
Thence: N 65° E a distance of 330 feet;  
Thence: S 25° E a distance of 15 feet;  
Thence: S 65° W a distance of 330 feet;  
Thence: N 25° W a distance of 15 feet to the P.O.B.

TO HAVE AND TO HOLD the above described premises to the City of Galveston, Texas, its successors and assigns, together with the rights and privileges at any and all times to enter upon said easement for the purposes of constructing, reconstructing, and maintaining said sanitary sewer line.

HOWEVER, it is especially agreed and understood by and between the Grantor and Grantee herein that no permanent structural improvement shall ever be located on the hereinabove described property and this restriction and covenant is hereby declared to be a covenant running with the land and shall be fully binding

*Part of Tract 152*  
*Shapiro*

DEED  
BOOK 2001 PAGE 693

upon all persons. However, nothing herein contained will in any way prohibit or restrict the construction of driveways or surfaced parking area upon the hereinabove described property.

WITNESS our hands this 23rd day of December, A.D., 1968.

Nathaniel Irving Shapiro  
Nathaniel Irving Shapiro

Betty Shapiro  
Betty Shapiro

THE STATE OF TEXAS )  
COUNTY OF )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared NATHANIEL IRVING SHAPIRO and BETTY SHAPIRO, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of December, 1968.



W. D. Luther  
Notary Public in and for  
HARRIS County, T e x a s  
W. D. LUTHER

DEC 0  
2001  
REC 694

FILED FOR RECORD  
at 9:58 on A M  
JAN 2 1969  
GERTRUDE McKENNA  
CLERK CO. OF GALVESTON COUNTY, TEXAS  
By Gertie McKenna D. S. S.

STATE OF TEXAS COUNTY OF GALVESTON  
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the record records of Galveston County, Texas as stamped hereon by me.

JAN 2 1969



Gertie McKenna  
COUNTY CLERK, Galveston County, Texas

THE STATE OF TEXAS  
COUNTY OF GALVESTON

KNOW ALL MEN BY THESE PRESENTS  
WHEREAS, the County of Galveston, Texas, hereinafter called  
"County" is both the owner in fee simple and of various rights-of-  
way in and over certain lands hereinafter more particularly de-  
scribed which lands were acquired for Seawall rights-of-way purposes  
in connection with what is commonly referred to as the Galveston  
Seawall; and

WHEREAS, the City of Galveston, Texas, hereinafter called "City"  
desires to construct an underground watermain varying from 20 inches  
to 8 inches in width within the Seawall Right-of-way from 81st Street  
to 57th Street, in the City of Galveston; and

WHEREAS, said tracts of land are needed by the City, in connec-  
tion with the construction of the aforesaid project;

NOW, THEREFORE, in consideration of the premises and benefits  
to be received by the County that would result from the installation  
of such an underground watermain, the COUNTY OF GALVESTON, TEXAS,  
acting herein by and through its duly elected Commissioners' Court,  
in accordance with Article 4413 (32c) V.A.T.C.S., more commonly known  
as the Intralocal Cooperation Act, does hereby GRANT, BARGAIN, SELL,  
CONVEY and ASSIGN unto the CITY OF GALVESTON, TEXAS the right and  
Easement to enter upon the following described lands and use the same  
for the construction, reconstruction, repairing and maintenance of  
underground water lines to wit:

Being a strip twenty feet (20') in width adjoining and immediately  
north of the concrete retaining wall of the Galveston Seawall, de-  
scribed by centerline across the following lots in Section One,  
Trimble & Lindsey Survey of Galveston Island, Galveston County,  
Texas:

- All of Lots 1 and 20;
- The east 275.6 feet of Lot 21;
- The west half of Lot 48;
- All of Lots 60, 75, 76, 89, 90 and 101;
- The west 205.81 feet of Lot 102;
- All of Lots 113 and 114;
- The east 295.87 feet of Lot 125;
- All of Lots 127, 140, 151, 152, 167 and 168.

all in accordance with the plans and specifications as prepared and  
herebefore submitted by the City to the County on the 6th day of

SEPTEMBER, 1980.

DEED #  
3295

In consideration of the promises and benefits herein provided by the City as a result of this agreement, the City of Galveston, Texas, does hereby agree as follows:

1. That the elevation of the lands hereinabove described shall not be reduced below present elevation, except during period of construction, reconstruction and repair of said underground water line.
2. That the City will not use any portion of the hereinabove described tracts of land that will in anywise endanger the integrity of the seawall.
3. That all work performed by the City in the performance of this agreement shall, in addition to conforming to the plans and specifications heretofore submitted by the City to the County, conform to the requirements adopted by the Galveston County Commissioners' Court on the 22nd day of ~~4~~ 11, 1943 and recorded in Book 31, Pages 501-510, Commissioners' Court Minutes, and entitled "Rules, Regulations, and Requirements for Proposed Construction Projects on Galveston County Property, or Amendments thereof."
4. That no construction will begin on the hereinabove described property and no reconstruction or repair shall be permitted until a permit to commence same has been obtained from the Galveston County Engineer, which permit will not be unreasonably withheld.
5. That future adjustments that may be reasonably required by the County to the underground water line will be done at the City's expense.
6. The City agrees to assume responsibility for damage to the seawall structure, including but not limited to the seawall, pile cap and piling, road surface and other embankment occasioned or caused by the City's constructing, reconstructing, repairing, maintaining and/or operating of its water lines located within the hereinabove described lands.

A D E E D

BOOK 3295 PAGE 54

It is further agreed between parties that this agreement supercedes Permits No. S.W.-77-110 and S.W.-77-111 heretofore granted by the County, to the City on the 14th day of November, 1977.

Witness our hands this 15th day of September, 1980.

COUNTY OF GALVESTON, TEXAS

BY: Ray Holbrook  
RAY HOLBROOK,  
County Judge

ATTEST: MARY JANE CHRISTENSEN, COUNTY CLERK  
Jessie G. Kirkendall  
Jessie G. Kirkendall, Chief Deputy

BY: E. Gus Manuel  
E. GUS MANUEL, MAYOR  
City of Galveston, Texas

ATTEST: Patsy Poole  
PATSY POOLE  
City Secretary

THE STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned, a Notary Public in and for Galveston County, Texas, on this day personally appeared E. GUS MANUEL, Mayor of the City of Galveston, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said City in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of September, A.D. 1980.

[Signature]  
Notary Public in and for  
Galveston County, Texas.

THE STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared RAY HOLBROOK, County Judge, Galveston County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the County of Galveston, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of September, A.D. 1980.

[Signature]  
Notary Public in and for  
Galveston County, Texas.

U.S. DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

IN RE: [Illegible]  
[Illegible]

[Illegible signature]

[Illegible signature]

[Illegible signature]

NOV 20 1955  
BY 3295 MCF 55

STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify that the enclosed was filed on the  
date and time stamped herein by me and was duly recorded  
in the volume and page of the record books of Dallas  
County, Texas as stamped herein by me.



OCT 8 1955  
[Illegible signature]



FILED FOR RECORD  
OCT 16 1955  
MCF



DISTRICT OF COLUMBIA  
CITY OF WASHINGTON

CITY OF WASHINGTON  
ROBERT V. SHATTUCK, JR.  
CITY ATTORNEY

hm





253248

FREE  
MAR 29 1957

THE STATE OF TEXAS  
COUNTY OF GALVESTON

I  
I KNOW ALL MEN BY THESE PRESENTS;  
I

THAT we, John L. Sullivan, Gerald A. Sullivan,  
Morris H. Clark (herein called "Grantor")

of the County of Galveston, State of Texas, for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid to it by the City of Galveston, a municipal corporation (herein called "Grantee") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED unto the said City of Galveston, Texas, a perpetual right and easement to construct, reconstruct, repair and maintain sanitary sewer lines, water lines, storm drainage ways and all other public utilities deemed necessary by Grantee, in, on, under, over and across certain property specifically described herein. The easement herein granted is a twenty (20) foot utility easement (herein called the "Easement"), described as follows, to-wit:

All that certain tract or parcel of land in Lot No. 152, Section I, Trimble and Lindsey Survey, on Galveston Island, in Galveston County, Texas, being a strip twenty (20') feet in width and 334.19 feet in length extending entirely across said Lot No. 152, said strip of land being the south 20 feet of the south 100 feet of the north 150 feet of the Seawall right-of-way, as described in an easement or license as conveyed by Galveston County, by action of the Commissioners Court of Galveston County, Texas, to Landmark Ventures, Inc., and recorded in Volume 2161, Page 490 of the Galveston County Deed Records,

TO HAVE AND TO HOLD the above described Easement in and to said premises unto the Grantee, its successors or assigns, in perpetuity, together with the rights and privileges at any and all times to enter upon said Easement for the purpose of constructing, reconstructing, repairing, and maintaining said sanitary sewer line, waterline, storm drainageway or other public utilities.

HOWEVER, it is especially agreed and understood by and between the Grantor herein that no permanent improvement shall ever be located on the hereinabove described property.

DEED

BOOK 3295 PAGE 98

and this restriction and covenant is hereby declared to be a covenant running with the la. and shall be fully binding upon all persons.

WITNESS our hand this the 31st day of July

A.D., 1935

*John L. ...*

*...*

*...*

\_\_\_\_\_  
\_\_\_\_\_

THE STATE OF TEXAS     I  
                                  I  
COUNTY OF GALVESTON   I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared the hereinabove named parties, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31st day of July, A.D., 1935



My Commission Expires Dec 31 1936

NOTARY PUBLIC IN GALVESTON COUNTY FOR THE STATE OF TEXAS  
MY COMMISSION EXPIRES APRIL 1 1936

DEED  
NO. 3295 PL. 40

LOT NO. 154

LOT NO. 152

SECTION 1, TOWNSHIP AND RANGE SURVEY

NORTH LINE OF SEAWALL ROAD

PROPOSED WATER LINE

2' WIDE CONCRETE REMAINING WALL

SEAWALL BLVD - STATE FM. HWY. 3005

SEAWALL



20' WIDE ESSEMENT FOR CONSTRUCTION AND MAINTENANCE OF A WATER LINE ACROSS LOT NO. 152 SECTION 1, TOWNSHIP AND RANGE SURVEY, CALVESTON VILLAGE, CALVESTON COUNTY, TEXAS.



77TH STREET

SPS/SP  
DATE: MAY 5, 1980

DEED  
BOOK 3295 No. 100

STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify that the foregoing is a true and correct copy of the original as the same was filed for record in the public land office of the County of Dallas, Texas in record book No. 3295, page 100.



OCT 5 1906

*Wm. J. ...*  
COUNTY CLERK, DALLAS COUNTY, TEXAS

DEPT. OF THE COUNTY CLERK

FILED FOR RECORD  
OCT 2 10 55 AM 1906

*By a ...*

222/29

8304122

002-09-1621

THE STATE OF TEXAS  
COUNTY OF GALVESTON

KNOW ALL MEN BY THESE PRESENTS:

DEED

WHEREAS, the County of Galveston, Texas, has previously acquired a portion of land out of Lot 112 in Section 1, Trimble and Lindsay Survey, City and County of Galveston, TEXAS, to be used for seawall and boulevard purposes; and

WHEREAS, said seawall and boulevard were constructed and are now in use and it has been determined by the County of Galveston that the area hereinafter described is no longer needed by the County of Galveston for seawall or boulevard purposes; and

WHEREAS, the Commissioners' Court of Galveston County, Texas, has been requested by the adjoining landowners to sell in accordance with the applicable laws of the State of Texas, the below described tract; and

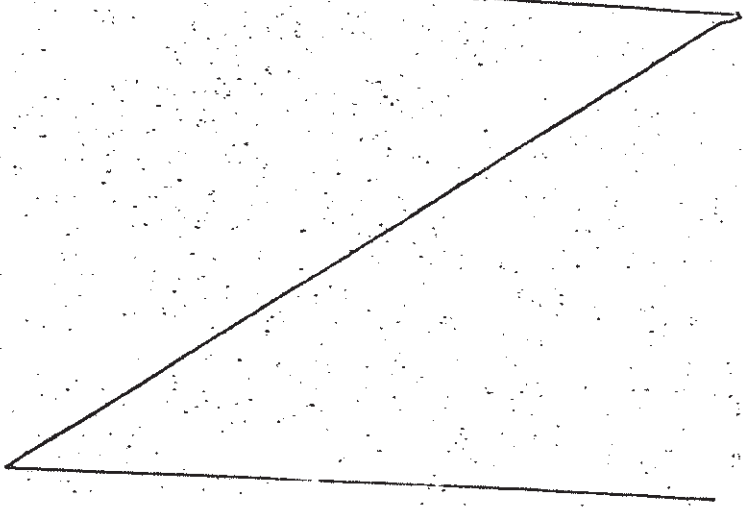
WHEREAS, by Resolution of the Commissioners' Court of Galveston County, Texas, properly adopted on December 12, 1962, the hereinbelow described tract of land was held to be no longer needed for seawall and boulevard right-of-way purposes, subject however, to the restrictions hereinafter set forth; and

WHEREAS, pursuant to the provisions of Article XVII of the Revised Civil Statutes of the State of Texas, notice of the proposed sale of the hereinafter described property was published in the English language in the Galveston Daily News, a newspaper of general circulation in Galveston County, Texas, once a week for three (3) consecutive weeks, to-wit: on 12/23/62, 12/30/62 and 1/6/63 notifying the public of the intention of Galveston County to sell said tract of land on the 14th day of January, 1963, in the lobby of the Galveston County Courthouse, south door, at the bulletin board, Galveston, Texas, in accordance with the terms and conditions set forth in the above described Resolution adopted on the 12th day of December, 1962, by the Commissioners' Court of Galveston County, Texas; and

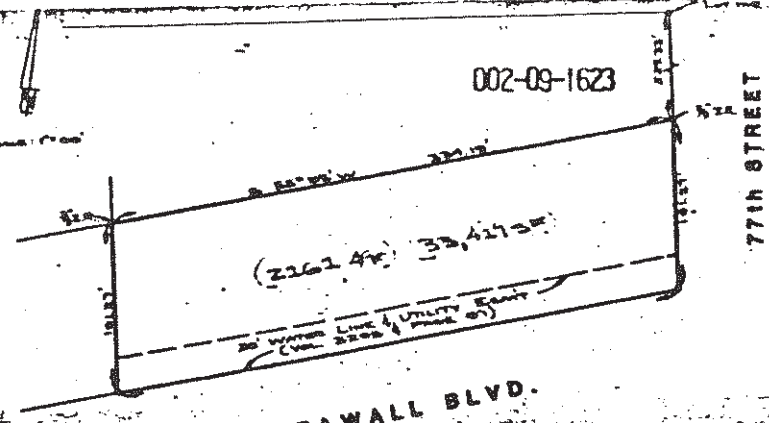
WHEREAS, HAROLD L. STUBBS, the Commissioner appointed by the aforesaid Resolution to sell the hereinafter described tract, held said public auction and did sell said property to TRISTAR DEVELOPERS, INC., a Texas Corporation, and NICK EDSON, they being the adjoining landowners and the highest bidders for the sum of ONE HUNDRED THIRTY SEVEN

THOUSAND EIGHTEEN AND NO/100 (\$137,818.00) DOLLARS (which sum was the highest appraised market value of two appraisals received on said property), and the said HAROLD L. STUBBE reported such sale to the Commissioners' Court at its meeting of January 24, 1983 and the Commissioners' Court having deemed said sale to be reasonable approved said sale to the said TRISTAR DEVELOPERS, INC. and NICK SIMON, by Resolution properly adopted at a special session of said Commissioners' Court on January 24, 1983, a copy of said Resolution being attached hereto as Exhibit "A" and made a part thereof.

NOW, THEREFORE, the County of Galveston, acting by and through the Commissioners' Court of Galveston County, Texas, for and in consideration of the sum of ONE HUNDRED THIRTY SEVEN THOUSAND EIGHTEEN AND NO/100 (\$137,818.00) DOLLARS and for the further consideration of FOUR HUNDRED SIX AND 61/100 (\$406.61) DOLLARS being the sum of expenses incident to said sale, the receipt and sufficiency of which is hereby acknowledged, has, subject, to the conditions and reservations hereinafter stated, GRANTED, SOLD and CONVEYED and does by these presents GRANT, SELL and CONVEY unto TRISTAR DEVELOPERS, INC., a Texas Corporation, and NICK SIMON, all that certain tract or parcel of land situated in Galveston County, Texas, and being more particularly described as follows:



002-09-1623



SEAWALL BLVD.

SURVEY OF A TRACT OF LAND OUT OF LOT 152, SECTION ONE TRIMBLE AND LIMSEY SURVEY OF GALVESTON ISLAND, CITY AND COUNTY OF GALVESTON, TEXAS

Tract Description:

COMMENCING at an iron rod at the Northeast corner of Lot 152, said point lying in the South right of way line of Stewart Road, 100 foot right of way and the West right of way line of 77th Street, 50 foot right of way;

THENCE S25°E, along the East line of Lot 152 and along the West right of way line of 77th Street, a distance of 229.33 feet to an iron rod being the place of beginning of the tract hereinafter described, said point lying in the Northerly right of way line of Seawall Blvd., 250 foot right of way;

THENCE S55°55'W, along the Northerly right of way line of Seawall Blvd., 250 foot right of way a distance of 134.19 feet to an iron rod for corner in the West line of Lot 152;

THENCE S25°E, along the West line of Lot 152, a distance of 181.27 feet to an iron rod for corner being the Northerly right of way line of Seawall Blvd., 150 foot right of way;

THENCE N55°55'E, along the Northerly right of way line of Seawall Blvd., 150 foot right of way, a distance of 134.19 feet to an iron rod for corner in the East line of Lot 152;

THENCE N25°W, along the East line of Lot 152, a distance of 181.27 feet to the place of beginning and containing 33,419 square feet, more or less.

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



First Title Agency  
 14027 Memorial Drive  
 Houston, TX 77079

By *J. W. Gartrell, Jr.*

**JAMES W. GARTRELL, JR.**

REGISTERED ENGINEER - SURVEYOR

GULF COAST ENGINEERS

P. O. BOX 382 LA MAR, TEXAS 77568

HOUSTON, TEXAS 77001

This conveyance is subject to the following conditions and reservations:

1) There is reserved to the County of Galveston a perpetual easement in and over the most southerly thirty-five (35) feet of the property, said easement being retained both for the purposes of such ingress and egress as may be required for the maintenance and repair of the seawall and for the purpose of selling, assigning, leasing or otherwise allowing public utilities and/or governmental entities to use such easement for the purpose of constructing, reconstructing and maintaining of underground public utilities.

2) The Grantees shall not place or erect any permanent improvements on the most southerly fifty (50) feet of the above described tract other than driveways and walkways for ingress and egress, paving for uncovered surface parking, and beautification.

3) The elevation of the Property shall not be reduced by Grantees below its present elevation except during periods of construction.

4) No use will be made of any portion of the Property that will in any way endanger the integrity of the seawall.

5) No improvements shall be placed on the Property without first securing approval of the County Engineer, which approval will not be unreasonably withheld.

6) That such Property is conveyed hereto subject to all public utility or common carrier easements and rights-of-way of record or on the ground.

Notice of a violation of any of the above restrictions and conditions shall be provided to Grantees, their heirs, successors and assigns and all lessees and mortgagees affected as indicated by record in the Office of the County Clerk of Galveston County, Texas, by the County of Galveston after which Grantees, their heirs, successors or assigns shall immediately take the necessary steps to correct said violations, shall prosecute such corrections with due diligence and shall correct said violations within ten (10) days after date of such notice. Failure on behalf of Grantees to correct said violations within a ten (10) day period shall constitute a breach of the conditions. At the end of the ten (10) day period Grantor herein shall have and does hereby reserve unto itself and its successors



002-09-1625

or assigns the right to enter the above described property and to take the necessary steps to correct said breach, and in such event, a) Grantor, its successors or assigns shall not be liable to Grantees, their heirs, successors and assigns, for any damage to or destruction of any improvements located on the property or for any damage to or destruction of any improvements located adjacent to said property damaged as a result of the exercise of Grantor's rights herein retained, and b) Grantees, their heirs, successors or assigns shall be liable for and shall upon demand, pay to Grantor all costs incurred by Grantor, its successors or assigns for said corrections. Should Grantees fail to pay said costs within five (5) days after demand therefor, said amount shall immediately become due and shall constitute, and Grantees do hereby expressly grant to Grantor, both a tax lien as well as contractual lien upon the property, in favor of Grantor which liens are hereby expressly acknowledged and recognized by Grantees to be in accordance with Grantor's taxing and general statutory authority as provided by the Constitution and laws of the State of Texas.

In consideration of the above easement, reservations and restrictions, the County of Galveston does hereby covenant that it will not sell, assign or lease the above thirty-five (35) foot easement to any person or entity other than a governmental agency or public utility company or the adjoining landowners.

TO HAVE AND TO HOLD, the above described premises unto the said Grantees, their heirs, successors or assigns, forever, as fully and as absolutely as I, HAROLD L. STUBBS, Special Commissioner of Galveston County, Texas, as duly authorized by the Commissioners' Court of Galveston County, Texas, can convey by virtue of Article 1877 V.A.T.C.S. of Texas, and all other applicable laws.

Grantees join in the execution of this Deed to evidence their acceptance of same and of the terms and obligations assumed herein.

WITNESS OUR HAND on the dates of our respective acknowledgments.

COUNTY OF GALVESTON, TEXAS

BY:   
HAROLD L. STUBBS, Commissioner

TRISTAR DEVELOPERS, INC.

ATTEST:

BY: Nick Simon  
PRESIDENT  
NICK SIMON

Nick Simon  
SECRETARY  
NICK SIMON

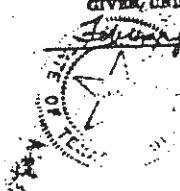
Nick Simon  
NICK SIMON

THE STATE OF TEXAS  
COUNTY OF GALVESTON

§  
§  
§

BEFORE ME, the undersigned authority, on this day personally appeared Nick Simon individually, and as president of Tristar Developers, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation, and individually

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 1st day of February, 1963.



Mary M. Mellepthin (Katz)  
NOTARY PUBLIC in and for  
the State of Texas  
MARY M. MELLEPTHIN (KATZ)

THE STATE OF TEXAS  
COUNTY OF GALVESTON

§  
§  
§

BEFORE ME, the undersigned authority, on this day personally appeared HAROLD L. STUBBS, Commissioner for the County of Galveston, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the County of Galveston, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3 day of Feb., 1963.



L. Roscoe  
NOTARY PUBLIC in and for  
the State of Texas

L. Roscoe Commission expires 3-15-65

002-09-1627

GRANTEE Address

TRISTAR DEVELOPERS, INC  
5718 Westheimer #555  
HOUSTON, TEXAS 77057

FILED FOR RECORD

FEB 2 11 27 AM '83

*Mary J. [Signature]*  
COUNTY CLERK, TEXAS

STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify that the instrument was filed on the  
date and hour specified herein by me and was duly recorded  
in the Official Public Records of said County of Dallas,  
Dallas, Texas, on

FEB 2 1983



*Mary J. [Signature]*  
COUNTY CLERK, TEXAS

Return to: <sup>P 410</sup>  
Jefferson American Title Co.  
8303 Southwest Freeway  
Houston, TX 77071

R103645

AGREEMENT FOR UNDERGROUND ELECTRIC SERVICE  
THE BREAKERS CONDOMINIUMS  
LOT 152 IN SECTION 1, TRIMBLE & LINDSEY SURVEY  
GALVESTON COUNTY, TEXAS

002-81-1479

THIS AGREEMENT is made and entered into by and between Tristar Developers, Inc., a Texas corporation and Nick Simon (hereinafter called "Developer") and Houston Lighting & Power Company, a Texas corporation (hereinafter called "Company"), for the furnishing of electric service to The Breakers Condominiums, which is located in the Lot 152 in Section 1, Trimble & Lindsey Survey, being that property, or a part thereof, described in the deed: File #B304122, Vol. 002-09-1621 thru 002-09-1627 recorded in Galveston County Deed Records. The parties hereto covenant and agree as follows:

I.

AREA TO BE SERVED

A. Underground Service: - Subject to the conditions hereafter specified, and in reliance upon the representation of Developer and the plat of the condominium project reflecting that there are 24 or more individually metered dwelling units which are to be constructed, Company agrees to install, own, operate and maintain an underground electric distribution system for the furnishing of electricity to the aforesaid condominium project, said condominium being hereinafter designated Underground Residential Condominium Duplexes. "Dwelling units" shall include homes, condominiums, townhouses and duplexes built for sale or rent and wired so as to provide for separate metering to each dwelling unit, but shall exclude mobile homes, as hereinafter specified.

B. Reserves: - Except as hereafter provided, Company is not obligated under this contract to install facilities in Reserve(s) in The Breakers Condominiums. If, however, Developer or any purchaser from Developer utilizes any reserve area for the erection of residential structures, such as homes, condominiums, and duplexes, apartment structures and if the development of such reserve area otherwise meets the requirements of Paragraph A above, then Company agrees to furnish underground service to the structure within such reserve area according to the terms and conditions of a separate contract.

II.

INSTALLATION OF FACILITIES

A. Type of Service: - The electric service furnished under this agreement will be of the type described by Company as single phase, 120/240 volt, three wire, 60 cycle alternating current for lighting and power.

B. Distribution System: - The underground electric distribution system shall be installed in easements provided therefor and shall consist of overhead primary feeder circuits constructed on wood poles, single-phase, underground primary and secondary circuits, pad mounted or other type of

1

transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. Company reserves the right to construct such overhead primary feeder lines within dedicated easements or easements otherwise acquired at such points along the perimeter of the condominium project or elsewhere as it may determine to be necessary for the furnishing of the underground residential distribution system herein provided for or to meet Company's general area requirements. Company shall at all times have title to and complete control over facilities to be installed by it.

**C. Preparation of Easement:** - All easements for underground distribution shall be kept free and clear of obstructions. Developer agrees, at his expense, to have all property corners and all building corners accurately staked on the ground. Developer also agrees, at his expense, to open a trench a minimum of four (4) feet in depth and install the required conduit for Company's distribution system in accordance with the Company's then current standards and specifications. This installation must be inspected and approved by Company prior to Developer closing the trench.

**D. Coordination of Construction:** - Developer agrees to coordinate his construction work with Company's construction work in such a way that Company's facilities can be installed without interference due to construction of streets, sewers, water lines and facilities of other utilities. In the event Developer interferes with Company's installation of its facilities by the untimely installation of streets or other facilities, Company shall give notice to Developer and if the interference is not eliminated, a payment equivalent to the additional cost to Company brought about by the interference will be made by Developer and such shall be due upon the determination by Company of such additional cost and the submission of an invoice therefor.

**E. Temporary Service:** - Temporary service for construction shall be available only to locations adjacent to existing energized transformers or secondary junction boxes. The applicant for temporary service will install a meter loop in accordance with the Company's then current Standards and Specifications, and shall at his own cost, furnish and install necessary cable and appurtenances from the line side of the meter base to the designated point of service connection in compliance with applicant's service cable at Company's installed transformers or energized secondary junction boxes. Charges for temporary service under the conditions outlined above will be the same as in overhead service areas.

**F. Service Lines:** - The Developer shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from point of Company's metering at the dwelling unit or structure to the point of attachment at Company's installed transformers or energized secondary junction boxes, said point of attachment to be made available by Company at a point designated by Company. Company shall make the necessary electrical connections at both the meter and the transformer or secondary junction box. In addition, the Developer, shall, at his own cost, furnish, install, own and maintain a service entrance in accordance with

02-81-1480