

**Articles of Incorporation**  
**Riviera I Council of Co-Owners Inc.**

014-17-2099

FILED  
In the Office of the  
Secretary of State of Texas

MAR 15 1990

Corporations Section

ARTICLES OF INCORPORATION

OF

RIVIERA I CONDOMINIUM COUNCIL OF CO-OWNERS, INC.

I, the undersigned natural person, a citizen of the State of Texas, and who am of the age of eighteen (18) years or more, acting as sole incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

NAME

The name of the corporation is RIVIERA I CONDOMINIUM COUNCIL OF CO-OWNERS, INC.

ARTICLE TWO

NON-PROFIT CORPORATION

The corporation is a non-profit corporation.

ARTICLE THREE

DURATION

The period of its duration is perpetual.

ARTICLE FOUR

PURPOSES

The purposes for which the corporation is organized are:

1. The specific and primary purpose is to operate and maintain the Riviera I Condominiums exclusively for the benefit of the co-owners.

014-17-2100

2. The general purposes and powers are:
  - A. To operate and maintain the grounds, common areas and building of the complex as may be necessary or desirable to promote the primary purpose of this corporation.
  - B. To make and perform contracts of every kind for any lawful purpose without limitation as to amount, with any person, firm, association, corporation, municipality, state, government, or municipal or political subdivision.
  - C. To have and exercise all the rights and powers conferred on non-profit corporations under the Texas Non-Profit Corporation Act, as such law is now in effect or may at any time hereafter be amended.
  - D. To do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of this corporation.
3. Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation.

This corporation is organized pursuant to the Texas Non-Profit Corporation Act and does not contemplate pecuniary

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gain or profit to the members thereof and is organized for non-profit purposes.

**ARTICLE FIVE**

**LIMITATION ON LIABILITY OF DIRECTORS**

A Director is not liable to the Corporation or members for monetary damages for an act or omission in the Director's capacity as Director except to the extent otherwise provided by a statute of the State of Texas.

**ARTICLE SIX**

**INDEMNIFICATION**

The Corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a Director or other person related to the Corporation as provided by the provisions in the Act governing indemnification. As provided in the By-Laws, the Riviera I Condominium Council of Co-Owners Board of Directors shall have the power to define the requirements and limitations for the Corporation to indemnify directors and officers.

**ARTICLE SEVEN**

**INITIAL REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of the corporation is 22120 Termini Road, Galveston, TX 77554, and the name of its initial Registered Agent at such address is David R. Feinman.

ARTICLE EIGHT

014-17-2102

BOARD OF DIRECTORS

The number of directors constituting the initial board of directors of the corporation is five (5), and the names and addresses of the persons who are to serve as the initial directors are:

Lynn Haro  
16414 Havenhurst  
Houston, TX 77059

Ken Oswald  
25419 Broken Bough  
Spring, TX 77380

Tom Broussard  
3333 Bering Dr., Suite 400  
Houston, TX 77057

David M. Klausmeyer  
288 Litchfield Lane  
Houston, TX 77024

Frederick Targett  
15903 Heatherdale  
Houston, TX 77059

ARTICLE NINE

INCORPORATOR

The name and street address of the sole incorporator is:

James Schweitzer  
222 - 22nd Street, Suite 205  
Galveston, TX 77550

IN WITNESS WHEREOF, I have hereunto set my hand this

13 day of March, 1990.

  
\_\_\_\_\_  
JAMES SCHWEITZER

014-17-2103

THE STATE OF TEXAS \*  
COUNTY OF GALVESTON \*

I, MARY GRACE VAIANI, a notary public, do hereby certify that on this 13TH day of MARCH, 1990, personally appeared before me JAMES SCHWEITZER, who, being by me first duly sworn, declares that he is the person who signed the foregoing document as sole incorporator, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Mary Grace Vaiani  
Notary Public in and for  
The State of Texas



**CC&Rs**  
**Riviera I Council of Co-Owners Inc.**

RECORDER'S 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, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

CONDOMINIUM DECLARATION

8721531

FOR

005-29-0948

THE RIVIERA

THE STATE OF TEXAS \*

COUNTY OF GALVESTON \*

WHEREAS, WEST BEACH LIMITED PARTNERSHIP, a Texas Limited Partnership, acting herein by and through its General Partner, FRANK WINTNER INVESTMENTS, INCORPORATED, hereinafter called "Declarant", is the owner of all that certain real property, including the land, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto, located in the County of Galveston, State of Texas, more particularly described as follows, to-wit:

Tract "A" in Riviera Subdivision, a subdivision out of Lot 253 in Section 2, of the Trimble and Lindsey Survey of Galveston Island, in Galveston County, Texas, said Riviera Subdivision being according to the plat thereof recorded in Volume 18, Page 88 of the Map Records, in the office of the County Clerk of Galveston County, Texas.

WHEREAS, Declarant hereby submits said real property to the Condominium regime established by the Condominium Act, Chapter 81 of the Texas Property Code.

WHEREAS, said property constitutes a Condominium Project within the meaning of the Condominium Act.

WHEREAS, it is the intention and desire of Declarant to herein establish a plan of ownership for the Condominium Project, hereinafter called "Project", said plan to consist of individual ownership of units and other areas as more particularly described in Exhibit "B", attached hereto and incorporated herein by reference, and Co-ownership of the remaining property, referred to hereinafter as the "General Common Elements" and the "Limited Common Elements", further described in Exhibit "B".

WHEREAS, it is Declarant's intention to impose on said Project mutually beneficial restrictions for the benefit of all units and the owners thereof.

NOW, THEREFORE, Declarant hereby declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part thereof. All of the covenants, conditions, and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest therein or any part thereof, and shall be for the benefit of each Co-owner of said Project or any interest therein and shall inure to the benefit of and be binding on each successor in interest of the Co-owners thereof. The Bylaws attached hereto and labeled Exhibit "A" are hereby adopted by Declarant as the sole owner of the real property and sole member of the Council. The Bylaws may be amended from time to time in the manner therein provided.

## ARTICLE 1.

## DEFINITIONS

## Council of Co-Owners

1.01. "Council of Co-Owners" shall mean all the Co-owners within the Project.

## Council

1.02. "Council" shall mean The Riviera Condominium Council of Co-Owners, a non-profit association or corporation, the Bylaws of which shall govern the administration of the Project, the membership of which consists of all the Co-Owners within the Project.

## Co-Owner

1.03. "Co-Owner" or "Owner" shall mean any person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

## Board

1.04. "Board" shall mean the Board of Directors of The Riviera Condominium Council of Co-Owners.

## Bylaws

1.05. "Bylaws" shall mean the Bylaws of the Council and amendments thereto which are or shall be adopted by the Council. The Bylaws are attached hereto, labeled Exhibit "A", and incorporated herein by reference.

## Condominium

1.06. "Condominium" shall mean the separate ownership of single units in a multiple unit structure or structures with common elements.

## Condominium Unit or Unit

1.07. "Condominium Unit" or "Unit" shall mean the fee simple interest and title in and to a Unit, together with appurtenant undivided interest in the General Common Elements and the appurtenant undivided interest in the Limited Common Elements as herein provided. "Unit" means an individual air space which is contained in an enclosed space consisting of one or more rooms occupying all or part of a floor in a building having access to a thoroughfare or to a given common space leading to a thoroughfare. The individual ownership of each Unit shall also include the following items, except such items deemed to be part of the building as a whole or the common elements, to-wit: The interior non-bearing and non-supporting walls, partitions, cabinets, shelves, closets, interior and exterior doors, glass in windows and doors, the finished interior perimeter walls, floors and ceilings, including carpeting or other floor covering or finish and wall paper or other wall covering or finish, the individual lighting and electrical fixtures and appliances, the individual kitchen and bathroom fixtures, equipment, plumbing and appliances, such as but not limited to, cooking ranges, range hoods, refrigerators, sinks, dishwasher, garbage disposals, ovens, water closets, lavatories, shower stalls, bath tubs, medicine cabinets and similar fixtures and equipment, the individual air conditioning and heating units, compressors and systems, and the individual hot water heaters, all of which items aforesaid being designed and intended solely for the benefit of and to exclusively serve

the particular Unit in or to which the same are located or attached, and are not designed or intended for the benefit, use, support, service or enjoyment of any other Unit or the common elements or any part thereof.

The identifying number, location, size, square footage, dimensions and other descriptive data of each Unit are shown and depicted on the plats attached hereto as Appendix "B" and all such information and descriptive data shown on such plat is incorporated herein by reference thereto.

Common Elements

1.08. "Common Elements" shall mean all elements of the project which are subject to undivided co-ownership, that is, the entire Project except the separately owned units.

Limited Common Elements

1.09. "Limited Common Elements" shall mean those portions of the Common Elements reserved for the exclusive use of the Owners of certain Units to the exclusion of the Owners of all other Units.

General Common Elements

1.10. "General Common Elements" shall mean all the Common Elements except the Limited Common Elements.

Declarant

1.11. "Declarant" shall mean WEST BEACH LIMITED PARTNERSHIP, a Texas Limited Partnership, acting herein by and through its agent and attorney in fact, FRANK WINTHER INVESTMENT, INCORPORATED, its successors, and assigns.

Declaration

1.12. "Declaration" shall mean the within Declaration.

Governing Instruments

1.13. "Governing Instruments" shall mean the Declaration for the Project and the Bylaws of the Council.

Manager

1.14. "Manager" shall mean the person or corporation, if any, appointed by the Board to manage the Project.

Map or Plans

1.15. "Map" or "Plans" shall mean and include the engineering survey of the Land, locating thereon of all the improvements, the floor and elevation plans and any other drawings or diagrammatic plans depicting a part or all of the improvements, same being filed herewith, labeled Exhibit "B".

Member

1.16. "Member" shall mean every person or entity entitled to membership in the Council as provided herein.

Project

1.17. "Project" shall mean the entire parcel of real property described hereinabove, including the land, all improvements and structures thereon, and all easements, rights, and appurtenances thereto, which is divided or is to

be divided into units to be owned and operated as a Condominium.

#### Rules

1.18. "Rules" shall mean and refer to the Rules and Regulations for the Project, if any are adopted by the Council pursuant to Paragraph 3.05(b) of this Declaration.

#### Windows and Doors

1.19 Notwithstanding anything else in this Declaration which may be or appear to be to the contrary, the glass in all windows or doors of each Unit and all exterior and interior doors of each unit shall be deemed to be part of the Unit and individually owned and shall be repaired or replaced at the separate cost and expense of each individual unit owner, and not as a common expense. All of the exterior of the doors and all glass in windows and doors will remain in conformity with the original installation.

### ARTICLE 2.

#### THE PROPERTY

##### The Map

2.01. The Map shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any Residence Unit. Such Map shall consist of and set forth (1) the legal description of the surface of the Land; (2) the linear measurements and location, with reference to the exterior boundaries of the Land, of the Building and all other improvements built or to be built on said Land by Declarant; (3) floor plans and elevation plans of the building built or to be built thereon showing the location, the Residence Unit designation and the linear dimensions of each Residence Unit, and the Limited Common Elements; (4) the elevations of the unfinished interior surfaces of the floors and ceilings as established from a datum plane.

##### Exclusive Ownership and Possession

2.02(a). Each Co-Owner shall be entitled to the exclusive ownership and possession of his Unit. Any Unit may be jointly or commonly owned by more than one person. The boundaries of the Unit shall be and are the interior surfaces of the perimeter walls, floors, and ceilings. A Co-Owner shall not be deemed to own the utilities running through his Unit which are utilized for, or serve more than one Unit, except as tenant in common with the other Co-Owners. A Co-Owner shall be deemed to own, and shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate, the interior surfaces of the walls, floors, ceilings, windows, and doors bounding his Unit. Each Co-Owner agrees that the square footage, size and dimensions of each Unit as set out and shown in this Declaration and the Exhibits attached hereto are approximate, are shown for descriptive purposes only and that the Declarant does not warrant, represent or guarantee that any Unit actually contains the area, square footage or dimensions shown in the Exhibits. Each purchaser and Co-Owner of a Condominium Unit is under a duty to inspect and examine the Unit to be purchased by him prior to such purchase, and agrees that such inspection and examination has been made and that the Unit is purchased as actually and physically existing. Each purchaser of Condominium Unit hereby expressly waives any claim or demand which he may have against the Declarant on account of any difference, shortage or discrepancy between

the Unit as actually and physically existing and as it is shown on the Exhibits attached hereto.

2.02(b). Declarant reserves at his option the right to assign parking spaces prior to the first annual meeting of the members of the Council.

#### Common Elements

2.03. Each Co-Owner shall be entitled to an undivided interest in the Common Elements of the Project in the percentage for such Co-Owner's unit or units expressed in Exhibit "c" attached hereto. Said percentages are based upon the approximate size of each Unit in relation to the other Units, but nevertheless shall be conclusively determinative of the proportionate share of each respective Co-Owner in and to the Common Elements, common expense proceeds of administration, and the value of such Co-Owner's vote at meetings of the Council. The total of the percentage interests in the Project is and shall at all times be one-hundred percent (100%). The percentage of the undivided interest of each Co-Owner in the Common Elements shall have a permanent character and shall not be altered without the consent of all Co-Owners, expressed in an amended Declaration duly recorded. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Co-Owner may use the Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching on the lawful rights of the other Co-Owners.

#### General Common Elements

2.04. The General Common Elements shall mean all of the Project except the portions which constitute the Units and except the Limited Common Elements, and shall further mean all parts of the building or Project which may be within a Unit which are or may be necessary or convenient to the support, existence, use, occupation, operation, maintenance, repair or safety of the Building or any part thereof or any Unit therein; provided, however, that without limiting the generality of the foregoing, the General Common Elements shall consist of the following:

- (a) the Land and easements which are a part thereof;
- (b) the foundations, bearing walls, girders and columns (including any windows, doors and chimneys therein), roofs, attics, ceilings and floors, halls, lobbies or thoroughfares such as stairways, elevators, elevator shafts, entrances, exits, vestibules, halls, corridors, lobbies, lounges or other halls, corridors, lobbies, lounges or other communication ways, basements, flat roofs and any other portion of the Building located on the Land and not included within any Unit;
- (c) the premises and facilities, if any, used for the common laundry, mechanical rooms, common storage, maintenance or repair of the Condominium Project;
- (d) All common recreational facilities, including without limitation any spas, swimming pools, courts, decking, hot tubs and the grounds, yards and walkways;
- (e) all unassigned parking spaces;

(f) all other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Project.

#### Limited Common Elements

2.05. The Common Elements designated as Limited Common Elements are reserved for the exclusive use of the Co-Owners of the Units to which they are appurtenant. The Limited Common Elements for the project are depicted on Exhibit "B" and attached hereto, and shall consist of:

(a) the porches, patios or balconies appurtenant to each Unit, as shown and depicted with the respective Units on the Exhibit "B" attached hereto.

#### Partition of Common Elements

2.06. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of the Co-ownership so long as the Property remains a Condominium Project. In any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all mortgagees must be obtained.

#### Nonexclusive Easements

2.07. Each Co-Owner shall have a nonexclusive easement for use and enjoyment of the General Common Elements and for ingress, egress, and support over and through the General Common Elements. These easements shall be appurtenant to, and shall pass with title to, each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Council to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.

#### Other Easements

2.08. Valid easements shall exist in each Unit and in each portion of the common elements for the benefit of each Unit Owner, the municipality and each authorized utility company, for the reading of meters and for the installation, maintenance, repair, removal or replacement of any and all authorized utility lines, pipes, wires, conduits, facilities and equipment serving the buildings as a whole or any individual Unit or appurtenance thereto or any part of the Common elements.

All utility lines shall be in designated easements or in additional easements granted by the Board of Directors. However, installed utility lines, public or private, shall be considered to be a valid easement and may remain in the installed location and be repaired and/or replaced in such location. The ownership of each Unit and interest in the common elements shall be subject to such easements.

The Council may grant to third parties easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities and services, and each Co-owner, in accepting his deed to the Unit, expressly consents to such easements. No such easement can be granted, however, if it would interfere with any exclusive easement, or with any Co-owner's use, occupancy, or enjoyment of his Unit.

## Easements for Maintenance of Encroachments

2.09. None of the rights and obligations of the Co-Owners created herein, or by the deeds granting the Units, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of any Co-Owner if said encroachment occurred due to the willful conduct of said Co-Owner.

## Annexation of Additional Property

2.10. (a) The Declarant expressly reserves the right to annex and incorporate any parcel or parcels or tract or tracts of real property contiguous to the Land (the "Adjacent Tract", whether one or more) into the Condominium, at which time such Adjacent Tract shall become subject to and governed by this Declaration of Condominium. Such annexation may be accomplished at the sole discretion of Declarant without the consent of any party whatsoever, and may be accomplished either at one time or in stages by successive amendments. If annexed, the Adjacent Tract shall be used for such purposes as Declarant determines, in its sole judgment, appropriate to enhance and further develop the Condominium. Notwithstanding the foregoing, the Declarant shall not be obligated to annex any Adjacent Tract, nor, if such Adjacent Tract is annexed, to develop such Adjacent Tract in any particular manner or with any particular improvements.

(b) The provisions of this Section 2.10 shall become effective on, but not before, the date on which there is filed for record in the Office of the County Clerk of Galveston County, Texas, a certificate of annexation ("Certificate"), signed and acknowledged by Declarant and the record title holder of the Adjacent Tract (if other than Declarant), which Certificate shall describe the property which constitutes the Condominium and the Adjacent Tract, refers to this Declaration, and declares that it is desired and intended that the provisions of this Section 2.10 shall become effective and, therefore, that this Declaration shall apply to and affect the property described in the Certificate. Such Certificate shall contain all of the same information as was required to be contained in the original Map. The Certificate so recorded shall specify the number of Residence Units which are being added and annexed to the Condominium by reason of the filing for record of such Certificate. Any Certificate recorded in accordance with this Section 2.10 shall also set forth the new Percentage Ownership Interests applicable to each Residence Unit within the expanded Condominium. Each Owner hereby appoints Declarant as its attorney-in-fact for the purpose of effecting the provisions of this Section 2.10, and the power hereby granted to Declarant shall be, and is, a power coupled with an interest and is irrevocable.

(c) In the event that the Adjacent Tract is annexed and an additional residential building is constructed on the Adjacent Tract, the Percentage Ownership Interests under this Declaration of Condominium shall be recalculated, taking into account the Adjacent Tract annexed into and governed by this Declaration of Condominium, and the Common Expenses Charges shall be similarly recalculated. Once any annexation is accomplished by compliance with the provisions of this Section 2.10, the newly calculated Percentage Ownership Interests shall be determinative in computing the undivided interests of the Owners in the Common Elements and each Owner's share of the Common Expense Charges. The filing for record in the Office of the County Clerk of Galveston County,

Texas, of a Certificate in compliance with the provisions of this Section 2.10 shall operate automatically to grant, transfer and convey to the Owners of Residence Units in the Condominium as it existed before such annexation respective undivided interests in the new Common Elements added to the Condominium as a result of such annexation. Such recordation shall also operate to vest in any then Mortgagee of any Residence Unit in the Condominium as it existed before such annexation a lien on the undivided interest so acquired by the Owner of the Residence Unit encumbering the new Common Elements added to the Condominium as a result of such annexation.

(d) In the event any such Adjacent Tract is annexed, all Definitions contained in this Declaration of Condominium shall be modified and amended, effective with the annexation, to include the Adjacent Tract and any improvements constructed thereon. The term "Units" for example, shall mean all Units contained in all residential buildings constructed on the Land and on the Adjacent Tract; furthermore, all the provisions of Article 3 of this Declaration of Condominium shall be deemed modified and amended to provide for the granting of voting rights to the Owners and the Declarant based on the total number of Units in all residential buildings located on the Land and the Adjacent Tract. All conveyances of Units after the annexation shall be effective to transfer rights in the expanded Condominium.

(e) Any such new building or buildings and all Owners of the Units therein shall be subject to all the terms and conditions of this Declaration and any supplemental Declaration, as well as the Bylaws and the Rules and Regulations, and the Residence Units therein shall be subject to Condominium ownership with all the incidents pertaining thereto specified herein, upon filing of said Certificate in the Office of the County Clerk of Galveston County, Texas.

#### Alterations on Land and Adjacent Tract

2.11. Certain limited alterations or modifications may be required on the Project to properly develop the Adjacent Tract, whether or not the Adjacent Tract is annexed, including but not limited to, changes to driveways or landscaping, which alterations or modifications may be made in the sole discretion of the Declarant, but in no event will any alteration or modification be made to the Building.

#### Right of Entry

2.12. The Council, or its duly authorized representative (including any then-acting Managing Agent), shall have the right and authority to enter any Unit for the purpose of:

(a) Performing necessary maintenance or repairs to the Common Elements for which the Council is responsible.

(b) Correcting any condition originating in a Unit which threatens another Unit or the Common Elements or which would violate the provisions of any mortgage covering another Unit, or to comply with governmental laws and regulations.

(c) Abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in such Unit (including, without limitation, removal of objects placed upon or stored on

any Balcony without the prior written approval of the Board).

(d) Protecting the property rights and welfare of other Owners.

(e) Enforcing the provisions of this Declaration of Condominium, the Bylaws or the Rules.

(f) In the event it is necessary to make repairs to the building or a particular Unit, the Board of Directors has the authority to reimburse a full-time resident Owner for alternate housing or hotel expenses while said repairs are being made.

Except in the event of an emergency, such rights of entry shall be exercised only in the presence of the Owner or other occupants of the Unit which is entered. In all events, such right of entry shall be exercised in such manner as to avoid any unreasonable or unnecessary interference with the possession, use or enjoyment of the Unit by the Owner or occupant thereof and shall, whenever possible, be preceded by reasonable notice to the Owner or occupant thereof. In the event that any damage to the property of any Owner is caused by the Council or its representative in connection with the exercise of any such right of entry, such damage shall be repaired at the expense of the Council, and the Board is authorized to use funds from the Common Expense Fund therefor.

#### ARTICLE 3.

##### COUNCIL OF CO-OWNERS

###### Council

3.01. The Council of Co-Owners, organized as a non-profit association or corporation operating under the name of THE RIVIERA CONDOMINIUM COUNCIL OF CO-OWNERS, is charged with the duties and invested with the powers prescribed by law and set forth herein.

Until the first annual meeting of the members of the Council (as provided for hereinbelow), the Initial Board consisting solely of Declarant shall exercise all of the powers, rights, duties and functions of the Board for the benefit of the Owners. The Initial Board may engage the Declarant or any other entity, whether or not affiliated with Declarant, as the Managing Agent under a contract terminable by either party upon sixty (60) days prior written notice. Such contract shall provide for payment to the Managing Agent of a management fee no higher than the fees usually paid to managers of similar high-rise residential buildings (whether rental or condominium). Only after the first annual meeting of the members of the Council and upon the expiration or earlier termination of any such management contract entered into by the Initial Board on behalf of the Council, the Board may delegate any of its duties, powers or functions to the same or another Managing Agent selected by the Board. The members of the Board, including the Initial Board, shall not be liable for any act, omission or improper exercise by the Managing Agent of any such duty, power or function so delegated. Such delegation shall be a written instrument executed by a majority of the members of the Board.

###### Membership

3.02. Membership in the Council is automatically granted to the Co-Owner or Co-Owners of each Unit in the Project. On the transfer of title to any Unit, the

membership of the transferor automatically ceases and each new Co-Owner becomes a Member.

#### Voting Rights

3.03. Except as otherwise provided in this Declaration or in the Articles, Bylaws or Rules, each Owner shall be entitled to vote at all meetings of the members of the Council. Voting at all meetings of the members of the Council shall be on a percentage basis, and for the purpose of determining the outcome of a vote of the Owners in all instances, the percentage attributable to the vote of each Owner shall be the Percentage Ownership Interest appurtenant to each Owner's Unit (or, if an Owner owns more than one [1] Unit, the aggregate total of Percentage Ownership Interests appurtenant to all of said Owner's Units) as set forth in Exhibit "C" attached hereto. All members of the Council may be present at any meeting of the council and may act at such meetings either in person or by proxy as provided in the Bylaws.

The Declarant may exercise the voting rights with respect to Units owned by it.

#### Membership Meetings

The first annual meeting of the members of the Council shall be held only when called by the Initial Board and only upon not less than ten (10) nor more than fifty (50) days written notice to the members. Such written notice may be given at any time, but must be given not later than thirty (30) days after the earlier of (a) the date three (3) years following the date this Declaration is recorded in the Official Public Records of Real Property of Galveston County, Texas, or (b) the date when Units which in the aggregate represent ninety-five percent (95%) of the total Percentage Ownership Interests of the Condominium have been sold by the Declarant (or its successor as an assignee of Declarant), a deed therefor recorded and the purchase price paid. However, any sale or transfer by Declarant of Units to an individual or entity to whom Declarant has also assigned all its rights as "Declarant" hereunder shall not be deemed to be a sale for purposes of the immediately preceding sentence. The power to call the first annual meeting of the Council shall be vested solely in the Initial Board until the earlier of the aforesaid dates occur, and prior to that time (a) no member or group of members shall have the right to call or conduct the first annual meeting of the council without prior written consent of the Initial Board, and (b) no special meeting of the Council shall be considered the first annual meeting of the Council.

#### General Powers and Authority

3.05. The Council shall have all the powers of a non-profit association/corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Council may perform all acts which may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Governing Instruments. The powers of the Council shall include, but are not limited to, the following:

- (a) The power to establish, fix, and levy assessments against the Co-Owners in accordance with the procedures set forth in Article 4 of this Declaration and subject to the limitations therein.

(b) The power of adopt reasonable operating rules governing the use of the Common Elements and any facilities located thereon, as well as the use of any other Council property.

(c) The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments or Council Rules either in its own name and on its own behalf or on behalf of any consenting Co-Owner.

(d) The right to discipline Members for violation of any of the provisions of the Governing Instrument or Council Rules by suspension of the violator's voting rights, privileges or use of the Common Elements, or by imposition of monetary penalties, subject to the following limitations:

(i) The accused Members must be given an opportunity to be heard with respect to the alleged violation.

(ii) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Member's violation.

(e) The power to delegate its authority, duties, and responsibilities, through the Board of Directors, to such committees, officers, or employees as are permitted to be retained under the Governing Instruments.

(f) The right, through its agents or employees, to enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Council is responsible. Such entry shall be made with as little inconvenience to the Co-Owner as is practicable, and any damage caused thereby shall be repaired by the Council at its own expense.

#### Duties of the Council

3.06. In addition to the duties delegated to the Council or its agents and employees elsewhere in these Governing Instruments, the Council shall be responsible for the following:

(a) Operation and maintenance of the Common Elements and the facilities located thereon. Such duty shall include, but shall not be limited to exterior painting, maintenance, repair, and landscaping of the Common Elements, and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

(b) Acquisition of, and payment from the maintenance fund for, the following:

(i) Water, sewer, garbage, electrical, and other necessary utility service for the Common Elements and, to the extent not separately metered and charged, for the Units;

(ii) A policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of the common elements payable as provided in Article 6 herein, or such other insurance as the board shall determine that gives substantially equal or greater protection to

the owners, and their mortgagees, as their respective interest may appear.

(iii) A policy or policies insuring the Board and the Co-Owners and/or Council of Co-Owners against any liability to the public or to the Co-Owners, their tenants, and invitees, incident to the ownership and/or use of the Project, and including the personal liability exposure of the Co-Owners. Limits of liability under such insurance shall be in such amounts as the Board shall determine from time to time. Such limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement where the rights of named insureds under the policy or policies shall not be prejudiced by his, her or their action against another named insured;

(iv) Workers' compensation insurance to the extent necessary to comply with any applicable laws;

(v) The services of such personnel as the Board shall determine to be necessary or proper for the operation of the Common Elements;

(vi) Legal and accounting services necessary or proper in the operation of the Common Elements or the enforcement of this Declaration.

(c) Maintenance of books and records, with a detailed account of the receipts and expenditures affecting the Project and its administration, and specifying the maintenance and regular expenses of the Common Elements and any other expenses incurred by or on behalf of the Project, in such form as may be required by the Council or the Condominium Act, as it may be amended from time to time, such books and records to be kept in accordance with generally accepted accounting procedures and available for examination by all the Co-Owners at convenient hours on days that shall be set by the Board and announced for general knowledge. There shall further be maintained minutes of proceedings of Members, Board of Directors, and Committees having any authority of the Board of Directors, and records of the names and addresses of all Members with voting rights.

(d) Arrangement for such audit of books and records of the Council as may be required by the Condominium Act.

(e) In addition to the above duties and powers delegated to the Council, the Council may, at its option, require all Co-Owners to obtain and maintain in force contents insurance to provide for insurance coverage on the interior walls, appliances, fixtures, carpets, and air conditioning units, with limits of liability to be approved by the Board or any other insurance deemed necessary by the Council. The Council shall further have the option of assessing the Co-Owners for such insurance and making payment for the same from the general maintenance fund.

#### Board of Directors

3.07. Except for the Initial Board, the Board shall consist of five (5) Directors who are members of the Council.

spouses of members, or in the event that a Unit is owned by a corporation or other business entity, any designated representative who resides in the Unit owned by such entity. The Initial Board shall consist of one (1) person appointed by the Declarant who shall also have the power to appoint replacements thereto and who shall remain on the Board until the Second Annual Meeting of the members of the Council. No Director on the Initial Board shall be required to be a member of the council or to reside in a Unit. The Initial Board shall serve until the first annual meeting of the members of the Council called by the Initial Board as provided in Section 3.04 above. At the first annual meeting of the members of the Council, two (2) Directors shall be elected by the members for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. At the second annual meeting of the members of the Council, three (3) Directors shall be elected by the members for a term of two (2) years. Thereafter, at each annual meeting of the members, the members shall elect either two (2) or three (3) Directors, as the case may be, each to serve for a term of two (2) years commencing at the time of his election until his death, resignation, removal or until he is no longer a member of the Council, whichever is earlier, in order to fill the positions of the Directors whose terms have expired at the time of the annual meeting. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be deemed elected. All votes shall be cast by written ballot. The presence of a majority of Directors at a meeting of the Board shall constitute a quorum for the transaction of business. The action of a majority of Directors present at the meeting at which there is a quorum shall be the act of the Board. The annual meeting of the Board shall be held each year immediately following the annual meeting of members, for the election of officers and the consideration of any other business that may properly be brought before such meeting. Regular meetings of the Board shall be held at such times and places as the Board shall determine. Special meetings of the Board shall be held at any time upon the call of the President or upon the call of two (2) Directors. Notice of such special meeting shall be as provided in the Bylaws.

Except for the member of the Initial Board (including his replacements appointed as hereinabove provided), any Director may be removed from membership on the Board, with or without cause, at a special meeting called for such purpose or at an annual meeting by a vote of the members owning Units which in the aggregate represent two-thirds (2/3) or more of the total Percentage Ownership Interests appurtenant to Units whose Owners are entitled to vote at said meeting and who are then present or represented by proxy.

#### Powers and Duties of the Board of Directors

3.08. The Board's powers and duties shall include, but shall not be limited to, the following:

- (a) Enforcement of the applicable provisions of this Declaration, Bylaws, and any Rules of the Council;
- (b) Payment of taxes and assessments which are, or could become, a lien on the Common Elements or a portion thereof;
- (c) Contracting for casualty, liability, and other insurance on behalf of the Council;
- (d) Contracting for goods and services for the Common Elements, facilities, and interests of the Council;

(e) Delegation of its power to such committees, officers, or employees of the Council as are expressly authorized by the Governing Instruments;

(f) Formulation of rules of operation for the Common Elements and facilities owned or controlled by the Council;

(g) Initiation and execution of disciplinary proceedings against Members of the Council for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments;

(h) Entering any Unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Element or the Co-Owners in the aggregate;

(i) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided herein;

(j) To protect and defend the entire premises from loss and damage by suit or otherwise;

(k) To borrow funds in order to pay for any expenditure or outlay required and to execute all such instruments evidencing such indebtedness which shall be the several obligation of all of the owners in the same proportion as their interest in the general common elements;

(l) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors;

(m) To prepare and deliver annually to each owner a statement showing all receipts, expenses or disbursements since the last such statement and a budget for the following year.

#### Limitations of Powers of Board of Directors

3.09. Notwithstanding the powers set forth in Paragraph 3.08, above, the Board shall be prohibited from taking any of the following actions except with the approval of a majority of the voting power of the Council:

(a) Entering into a contract with a third person wherein the third person will furnish goods or services for a term longer than one (1) year, a contract with a public utility if the rates charged are not regulated by the Public Utilities Commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regular rate; or prepaid casualty and/or liability insurance of not more than three (3) years duration, provided that the policy provides for short-rate cancellation by the insured.

(b) Selling during any fiscal year property of the Council having an aggregate fair market value in excess of five (5) percent of the budgeted gross expenses of the Council for that fiscal year.

(c) Paying compensation to Directors or to officers of the Council for services rendered in the conduct of the Council's business provided, however,

that the Board may cause a Director or officer to be reimbursed for reasonable expenses incurred in carrying on the business of the Council.

#### ARTICLE 4.

#### ASSESSMENTS

##### Covenant to Pay

4.01. Each Co-Owner by acceptance of the deed to such Co-Owners Unit is deemed to covenant and agree, to pay to the Council the regular and special assessments levied pursuant to the provisions of the Declaration. All monies collected shall be put into a maintenance fund to be used to defray expenses attributable to the ownership, operation, and maintenance of common interests by the Council. The Co-Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Elements or by abandonment of such Co-Owner's unit.

##### Assessments

4.02 Regular and special assessments shall be made in accordance with the following:

(a) Regular Assessments. The Board shall estimate the net charges to be paid during such year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. Such estimated cash requirement shall be assessed to each Co-Owner according to the percentage interest which his Unit or Units bears to the entire Project as assigned in Exhibit "C" attached hereto. Each Co-Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month.

(b) Special Assessments. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year due to the cost of any construction, unexpected repairs or replacements of capital improvements on the Common Elements, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessment shall be levied and collected in the same manner as regular assessments.

##### Commencement of Assessments

4.03. (a) Regular assessments shall commence on the date designated by the Board, except that such date shall not be prior to the closing of the sale of the first Unit in the Project. In the event Declarant annexes additional property, said property shall not be liable for any special assessments levied prior to the Certificate of Annexation being filed for record by Declarant. In no event will Declarant be liable for any assessments for unsold Units in annexed property.

(b) No budget or estimated budget for the common expenses shall be prepared or adopted during the period of time this condominium regime is being governed and administered by Declarant as the Initial Board. Instead, during this period of time, the Co-Owner and each subsequent owner of a condominium unit sold and conveyed by Declarant shall be assessed and obligated to pay each month as his share and part of the usual and ordinary common expenses for the maintenance, upkeep, repair, replacement, operation, protection, government and administration of the common

elements, for water and sewer services, and other common services or benefits.

(c) During the period of administration by Declarant as the Initial Board, there shall be no assessments against Declarant units owned by Declarant for said usual and ordinary common expenses above mentioned, instead, however, Declarant shall and agrees to pay during such period such amounts over and above the amounts collected from the other unit owners as may be needed to pay said usual and ordinary common expenses actually incurred each month; it being agreed that Declarant as Initial Board shall first use and expend the sums collected each month from the other unit owners towards payment of said usual and ordinary common expenses actually incurred each month, and if said sums so collected shall be insufficient to pay such actual costs and expenses, then Declarant as his own obligation shall and agrees to pay the deficiency. After the administration by Declarant as the Initial Board has ceased, then Declarant shall be assessed and pay his pro-rata share and part of the common expenses in the same amount as any other individual unit owner.

#### Liability for Assessments, Loss of Vote

4.04. Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and individual obligation of the Co-Owner against whom the same are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent when the same remains unpaid for more than fifteen (15) days from the due date for payment thereof. In the event of default in the payment of the assessment, the defaulting Co-Owner shall be obligated to pay a late charge of \$25.00 or any other reasonable amount that may be set by resolution of the Council. In addition to such late charge, the defaulting Co-Owner shall be obligated to pay interest on the delinquent amount at the rate of eighteen percent (18%) per annum, or any other rate which may be set by resolution of the Council, which rate shall not exceed the highest lawful rate per annum, together with all expenses, including attorney's fees, incurred in the collection thereof. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same. In addition, the Council may discontinue the furnishing of any utilities or other services to a unit or owner in default in the payment of assessments upon fifteen (15) days notice of its intent to do so. Any such owner who is delinquent in the payment of assessments shall not be entitled to vote at any meeting of the Council so long as such default is in existence.

#### Assessment Lien

4.05. All sums assessed but unpaid for any regular or special assessments chargeable to any Condominium Unit shall be secured by and constitute a lien on such Condominium Unit superior to all other liens and encumbrances, except only for tax and special assessment liens on the Condominium Unit in favor of any properly authorized assessing governmental entity and all sums unpaid on a mortgage or deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance. To evidence such lien, the Board of Directors shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the name of the Co-Owner and description of the Unit. Such notice shall be signed by one of the Board members or Officers and shall be recorded in the office of the County Clerk of Galveston County, Texas. The lien for assessments shall attach from the date of failure of payment of the assessment. The lien may be enforced subsequent to

the recording of a notice or claim of the lien in the appropriate records of Galveston County, Texas, by the foreclosure of the defaulting Co-Owner's Condominium Unit in like manner as a statutory foreclosure of a mortgage on real property, and the Board may appoint a trustee to conduct a trustee's sale. In any such proceedings, the Co-Owner shall be required to pay the costs, expenses and attorney's fees incurred. The Council of Co-Owners shall have the power to bid for the Condominium Unit at the trustee's sale or other legal sale and to acquire and hold, lease, mortgage, vote the percentage interest, convey or otherwise deal with the same.

Payment of Assessments on Conveyance of Unit

4.06. On the sale or conveyance of a Unit, all unpaid assessments against a Co-Owner for his share in the expenses to which Paragraph 4.02 refers shall first be paid out of the sale price or by the purchaser in preference over any other assessment or charges of whatever nature, except the following:

(a) Assessments, liens, and charges in favor of the state and any political subdivision thereof for taxes past due and unpaid on the Unit;

(b) Amounts due under mortgage instruments duly recorded.

ARTICLE 5.

RESTRICTIONS AND COVENANTS

General Restrictions on Use

5.01. The right of a Co-Owner and his guests to occupy or use his Unit, or to use the Common Elements or any of the facilities thereon, is subject to the following restrictions:

(a) No Co-Owner shall occupy or use his Apartment Unit or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence. Nothing in this Declaration shall prevent the Co-Owner from leasing or renting out his Unit provided that it is subject to the Council's Governing Instruments and Rules. Co-Owners shall further have the right to appoint a rental agent to lease or rent his Unit, but said rental agent must register and be approved by the Board, which approval will not be unreasonably withheld, but may be conditioned upon compliance with reasonable rules, regulations and requirements that may be established from time to time by the Board.

(b) There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Board, except as hereinafter expressly provided, or in designated storage areas.

(c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No Co-Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or on any part of the Common Elements or which would be in violation of any law. No waste shall be permitted in the Common Elements. No gasoline, kerosene, cleaning solvents, or other flammable liquids shall be stored in the Common Elements

or in any Unit, provided, however, that reasonable amounts in suitable containers may be stored in the storage spaces.

(d) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board.

(e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to the Rules and Regulations adopted by the Board.

(f) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Co-Owners.

(g) Nothing shall be altered or constructed in or removed from the Common Elements, including storm blinds and burglar bars, except on the written consent of the Board.

(h) There shall be no violation of the Rules for the use of the Common Elements, adopted by the Board and furnished in writing to the Co-Owners, and the Board is authorized to adopt such rules.

(i) No Owner shall install, attach, or hang or allow to be installed, attached or hung any equipment or wiring or electrical installation, television or radio transmitting or receiving antennas, air conditioning units or any other like equipment or wiring in, through or across any portion of any General or limited Common Elements or any Balcony, except as approved by the Council. All radios, televisions, electrical equipment or appliances of any kind or nature and the wiring therefor installed or used in a Unit shall fully comply with all rules, regulations or requirements of all state and local public authorities having jurisdiction.

#### Maintenance

5.02. Any owner may decorate and redecorate his Unit (subject to the restrictions regarding same contained in this Declaration, the Bylaws, and the Rules and Regulations) and make any improvements or alterations within his Unit (but not to any General or Limited Common Elements or to any Balcony) and shall have the right to paint, repaint, tile, wax, paper, drywall or otherwise furnish or decorate any interior surfaces of dividing walls, partitions, ceilings and floors within the Unit. Each owner shall cause to be installed accoustical cushions, separations or sub-flooring of a type and quality, and having specifications approved by the Board, between any wood, tile or other hard surface flooring installed in Unit and the concrete slab floor for such Unit.

Each Owner shall, at his own cost and expense, maintain his Unit (including, without limitation, the exterior surfaces of his Balcony) and all Limited Common Elements servicing only his Unit (whether or not within the boundaries of the Unit) in good condition and repair, including, without limitation, all fixtures, plumbing and electrical, heating and air conditioning and other equipment and systems installed within the Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the Unit. In the event an Owner fails to maintain his Balcony and/or other Limited Common Elements servicing only his Unit in good condition and repair, the Council shall have the

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right to enter and make such repairs and such Owner shall reimburse Council for costs and expenses for such repairs. Each Owner shall indemnify and hold harmless each other Owner from and against any and all claims of mechanic's liens filed against other Residence Units and the appurtenant Common Elements for labor, materials or specially fabricated products performed upon or installed in such Owner's Residence Unit and appurtenant Common Elements,

#### Balconies

5.03. No owner shall paint, remodel, alter or enclose any Balcony or store objects or things on such Balcony, or dry clothing, or place other materials on such Balcony in any manner which is likely to impair the uniform appearance of the exterior of the Building. An Owner may furnish a Balcony with outdoor furniture in keeping with the provisions of this Declaration and the Rules and Regulations promulgated thereunder.

#### Damage Liability

5.04. Each Co-Owner shall be liable to the Council for all damage to the Common Elements or other Council property that is sustained by reason of the negligence or willful misconduct of that Co-Owner, his family, guests, or tenants.

5.05. Declarant shall be generally exempt from the restrictions of Section 5.01 to the extent necessary for any completion of project construction, sales, or additions to the Project. Such exemption includes, but is not limited to, maintaining Units as model homes, placing advertising signs on Project property, and generally making such use of the Project and Common Elements as is necessary to complete sales of the Units.

#### Additional Provisions

5.06. The Council, by provisions of its Bylaws or the Board, by Rules and Regulations enacted by the Board, may provide such additional rules and regulations for use of the General Common Elements and the Limited Common Elements, the Parking Spaces, the Storage Spaces and the Units as are necessary or desirable in the judgment of the Council or the Board for the operation of the Condominium, provided such Rules and Regulations and Bylaws are not in conflict with the provisions of this Declaration of Condominium. Such Bylaws, Rules and Regulations shall be applicable to the General Common Elements and the Units as though set forth herein at length.

### ARTICLE 6.

#### DAMAGE OR DESTRUCTION

##### Determination of Loss

6.01. In the event of a fire or other casualty causing damage or destruction to the Building, the Board shall, within fifteen (15) days thereafter, call a special meeting of the Council to be held not less than ten (10) nor more than fifty (50) days following delivery of said notice. At said meeting the Council shall determine whether such loss comprises the whole or more than two-thirds (2/3) of the Building (above the foundation) by determining whether the cost of necessary repair or reconstruction would exceed two-thirds (2/3) of the cost of reconstructing the Building (above the foundation) as it existed prior to such fire or other casualty. In the event it is determined that the fire or other casualty damage does not comprise the whole or more

than two-thirds (2/3) of the Building (above the foundation), the Building shall be repaired and reconstructed substantially in accordance with the original plans and specifications for the Building, in accordance with the provisions hereof.

In the event it is determined that the fire or other casualty damage comprise the whole or more than two-thirds (2/3) of the Building (above the foundation), then unless otherwise unanimously agreed by the Owners, all proceeds of insurance policies carried by the Council and all accrued and collected Common Expense Charges (after deducting any unpaid Common Expense Charges for which such Owner may be liable), shall be delivered to the Owners or their Mortgagees, as their interests may appear, in proportion to the Percentage Ownership Interests of each Owner. In such case, the Board, as soon as reasonably possible and as agent for all Owners, and with the approval of all Mortgagees of Units, shall sell the Condominium in its then condition, free from the effect of this Declaration, which shall terminate upon said sale, on terms satisfactory to the Board, and the net proceeds of such sale shall thereupon be distributed to the Owners or their Mortgagees, as their interests may appear, in proportion of the Percentage Ownership Interest of each Owner. If the Board fails to consummate a sale pursuant to the preceding sentence within twenty-four (24) months after the destruction or damage occurs, then the board shall (or if the Board does not, any Owner of Mortgagee may) record a sworn statement setting forth such facts and reciting that the Condominium is no longer suitable for a condominium regime and that under the provisions of this Declaration the prohibition against judicial partition provided for in Section 11.2 below has terminated and that judicial partition of the property may be obtained pursuant to the laws of the State of Texas.

#### Rebuilding

6.02. In the event that it is determined that the Building shall be repaired and reconstructed, then all proceeds of insurance policies with respect to such fire or casualty carried by the Council shall, except as hereinafter provided, be paid to a bank selected by the Board, insured by the Federal Deposit Insurance Company (or its successors) and located in Galveston County, Texas, to be held in trust for the benefit of the Owners and their Mortgagees as their respective interests may appear. The Board shall thereupon contract on behalf of all Owners to repair or rebuild the damaged portions of the Building in accordance with the original plans and specifications therefor and the funds held in trust by such depository bank shall be used for this purpose and disbursed by the Board in accordance with the terms of the contract of repair and rebuilding.

In the event that such insurance proceeds are insufficient to provide for such repair, restoration or rebuilding of the Building then, subject to the provisions of the second immediately succeeding paragraph, the building costs in excess of the insurance proceeds shall be assessed against all of the Owners, in proportion to the Percentage Ownership Interest of each Owner in the Common Elements, as set forth in this Declaration. If any Owner shall fail to pay such Special Assessments when due, the Board may make up the deficiency by payment from the Common Expense Fund, which payment shall in no way release the Owner who has failed to make payment of such Special Assessment from liability therefor. Such assessments shall be enforceable as provided for other Special Assessments herein.

Except as otherwise provided in the following paragraph, in the event of a repair or restoration pursuant to the first

paragraph of this Section 6.02 and in the event that the net proceeds of insurance received by or payable to the Board shall exceed the cost of such repair or restoration, then the excess of such insurance proceeds shall be paid by the Board to all Owners in proportion to their respective Percentage Ownership Interests in the Common Elements after first paying out of the share due each Owner such amounts as may be required to reduce unpaid liens on any Unit in the order of priority of such liens.

The provisions of this Section 6.02 may be changed only by unanimous resolution of the Owners and their Mortgagees, adopted subsequent to the date on which such fire or casualty loss occurs.

#### Repair of Residential Units

6.03. Each Unit Owner shall be responsible for the reconstruction, repair and replacement of all personal property and other property not a Common Element in or part of his Unit, including, but not limited to, the floor coverings, wall coverings, interior walls, furniture, furnishings, decorative light fixtures and appliances located therein.

#### Indemnity of Council

6.04. Each Owner shall be responsible for the costs not otherwise covered by insurance carried by the Council caused by the negligence or misuse by Owner, his immediate family, agents, employees, invitees or guests, and shall, to the extent not covered by insurance collected by the Council, indemnify the Council and all other Owners against any such costs of reconstruction, repair and replacement of any portion of the Building.

#### ARTICLE 7.

##### RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

7.01. Declarant hereby warrants that beneficiaries under deeds of trust to Units in the Project shall be entitled to the following rights and guaranties:

(a) Should any of the Council's Governing Instruments ever provide for a "right of first refusal", such right shall not impair the rights of a beneficiary under a first lien deed of trust to:

(i) Exercise the power of sale, foreclose, or take title to a Unit pursuant to the remedies provided in the deed of trust;

(ii) Accept a deed (or assignment) in lieu of sale or foreclosure in the event of default by a grantor;

(iii) Interfere with a subsequent sale or lease of a unit so acquired by the beneficiary.

(b) A beneficiary under the first lien deed of trust, on request, will be entitled to written notification from the Council of any default in the performance by the Grantor of any obligation under the Council's Governing Instruments which is not cured within sixty (60) days.

(c) Any beneficiary under a first deed of trust who obtains title to a Unit pursuant to the remedies provided in the deed of trust will not be liable for

such unit's unpaid assessments which accrue prior to the acquisition of title to said unit by the beneficiary.

(d) Unless at least two-thirds (2/3) of the beneficiaries under first deeds of trust (based on one vote for each first deed of trust owned), and at least two-thirds (2/3) of all Co-Owners have given their prior written approval, the Council shall not be entitled to:

(i) By act or omission, seek to abandon or terminate the Project;

(ii) Change the pro rata interest or obligations of any individual unit for the purpose of:

(A) Levying assessments or charges, or allocating distributions of hazard insurance proceeds or condemnation awards;

(B) Determining the pro rata share of ownership of each unit in the Common Elements and the improvements thereon.

(iii) Partition or divide any unit;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause);

(v) use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute in case of substantial loss to the unit and/or Common Elements of the Project.

(e) All taxes, assessments, and charges which may become liens prior to the first mortgage under local law, shall relate only to the individual unit and not to the Project as a whole.

(f) No provision of the Governing Instruments of the Council gives any Co-Owner, or any other party, priority over any rights of the beneficiary under a first deed of trust to the unit pursuant to its deed of trust in the case of insurance proceeds or condemnation awards for losses to or taking of units and/or the Common Elements or portions thereof.

(g) A Co-Owner shall have the right from time to time to mortgage or encumber his Unit and the interests appurtenant thereto by Deed of Trust or other instrument, and the lien created thereby shall be prior and superior to the assessment lien provided for hereinabove, except for sums accrued prior to the date of recording such mortgage, but otherwise shall be subject to the terms and provisions of this Declaration and the Bylaws of the Council. Any mortgagee or other lienholder who acquires a Unit through judicial foreclosure, public sale or any other means shall be subject to the terms and conditions of this Declaration, the Bylaws and the duly enacted rules and regulations of the Council except as specifically exempted therefrom.

ARTICLE 8.

GENERAL PROVISIONS

Eminent Domain

8.81(a) General Provisions. If all or any part of the Condominium is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary) the Board and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give notice of the existence of such proceeding to all Owners and to all Mortgagees known to the Board to have an interest in any Unit. The expense of participation in such proceedings by the Board shall be borne by the Common Expense Fund. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board 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, acting as Trustee, and such damages or awards shall be applied or paid as provided herein.

(b) Taking of Common Elements. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Unit), the Board, 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 each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to each Owner in proportion to his Percentage Ownership Interest in the Common Elements. The Board 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 so taken or damaged. In the event it is determined that such Common Element should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map shall be duly amended by instruments executed by the Board of Directors on behalf of the Owners.

(c) Taking of Residence Units. In the event that such eminent domain proceeding results in the taking of or damage to one or more, but less than two-thirds (2/3) of the total number of Units, then the damages and awards for such taking shall be determined for each Unit and the following shall apply:

(1) The Board shall determine which of the Units damaged by such taking may be made tenable for the purpose set forth in this Declaration, taking into account the nature of this Condominium and the reduced size of each Unit so damaged.

(2) The Board shall determine whether it is reasonably practicable to operate the remaining Units of the Condominium including those damaged units which may be made tenable as a condominium in the manner provided in this Declaration.

(3) In the event that the Board determines that it is not reasonably practicable to operate the undamaged

Units and the damaged Units which can be made tenantable as a Condominium, then the Condominium shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants-in-common, in the Percentage Ownership Interest previously owned by each Owner in the Common Elements.

(4) In the event that the Board determines that it is reasonably practicable to operate the undamaged Units and the damaged Units which can be made tenantable as a condominium, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to repair and reconstruct such Unit so that it is made tenantable. If the cost of such work exceeds the amount of the awards, the additional funds required shall be assessed against the Owners of those Units which are being repaired or reconstructed so as to be made tenantable. With respect to those Units which may not be made tenantable, the award made with respect to such Unit shall be paid to the Owner of such Unit or his 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. 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 Condominium and the Percentage Ownership Interests in the Common Elements appurtenant to each remaining Unit shall continue as part of the Condominium shall be equitably adjusted to distribute the ownership if the undivided interests in the Common Elements among the reduced number of Owners.

If the entire Condominium is taken, or two-thirds (2/3) or more of the Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Units as provided herein, in proportion to their Percentage Ownership Interests in the Common Elements and this Condominium Regime 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 Ownership Interest previously owned by each Owner in the Common Elements.

(d) 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, 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 duly perfected; thirdly, to the payment of any Common Expense Charges or Special Assessments charged to or made against the Unit and unpaid; and finally to the Owner of such Unit.

#### Amendment

8.02. This Declaration may be amended by the vote or written consent of Members representing no less than sixty-seven percent (67%) of the voting power of the Council, and the written consent of no less than sixty-seven percent (67%) of the holders of outstanding recorded mortgages or deeds of trust covering or affecting Units in the Project. Notwithstanding the foregoing, and any other term of this Declaration, the Council of Co-Owners may not alter or destroy a Unit or limited common element unless all Co-Owners and first lien mortgagees of the affected units consent in writing. Further, the percentage of the voting power necessary to amend a specific clause or provision of this

Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause or provision. It is further specified that no amendment may be made that would contravene or cause a violation of any of the ordinances of the City of Galveston, Texas.

#### Nonwaiver of Remedies

8.03(a). Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver thereof.

#### Severability and Invalid Provisions

8.03(b). The provisions of this Declaration shall be deemed independent and severable. If any one or more of the provisions of this Declaration or Exhibits attached hereto, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of the Declaration and Exhibits and all other applications of any provision shall not be affected thereby.

#### Registration of Mailing Address

8.04. Each Co-Owner shall register his mailing address with the Council, and notices or demands intended to be served upon a Co-Owner shall be sent by mail, postage prepaid, addressed in the name of the Co-Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors or Council of Co-Owners shall be sent certified mail, postage prepaid, to the Council at its address as furnished to each Co-Owner from time to time by written notice thereof.

#### Binding

8.05. This Declaration, as well as any amendment thereto and any valid action or directive made pursuant to it, shall be binding on the Declarant and the Co-Owners and their heirs, grantees, tenants, successors, and assigns.

#### Interpretation

8.06. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision hereof.

#### Limitation of Liability

8.07. The liability of any Co-Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of said Co-Owner's entire interest in his unit with respect to obligations arising from and after date of such divestment.

#### Fair Housing

8.08. Neither Declarant nor any Co-Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of his Unit to any person on

the basis of race, color, sex, religion, ancestry, or national origin.

Number, Gender and Headings

8.9. As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and neuter, unless the context requires the contrary. All headings are not a part hereof, and shall not affect the interpretation of any provision.

Governing Law and Venue

8.10. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Declaration, and venue for any legal action arising out of this the Declaration shall lie in Galveston County, Texas.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 27 day of May, 1987.

WEST BEACH LIMITED PARTNERSHIP  
By Frank Winther Investment  
Incorporated, a Texas  
Corporation, its General  
Partner

By: Frederic Gautier  
Frederic Gautier, President

DECLARANT

THE STATE OF TEXAS \*  
COUNTY OF HARRIS \*

This instrument was acknowledged before me on the 27th day of May, 1987, by FREDERIC GAUTIER, President of Frank Winther Investment, Incorporated, General Partner, on behalf of WEST BEACH LIMITED PARTNERSHIP, a Texas Limited Partnership.

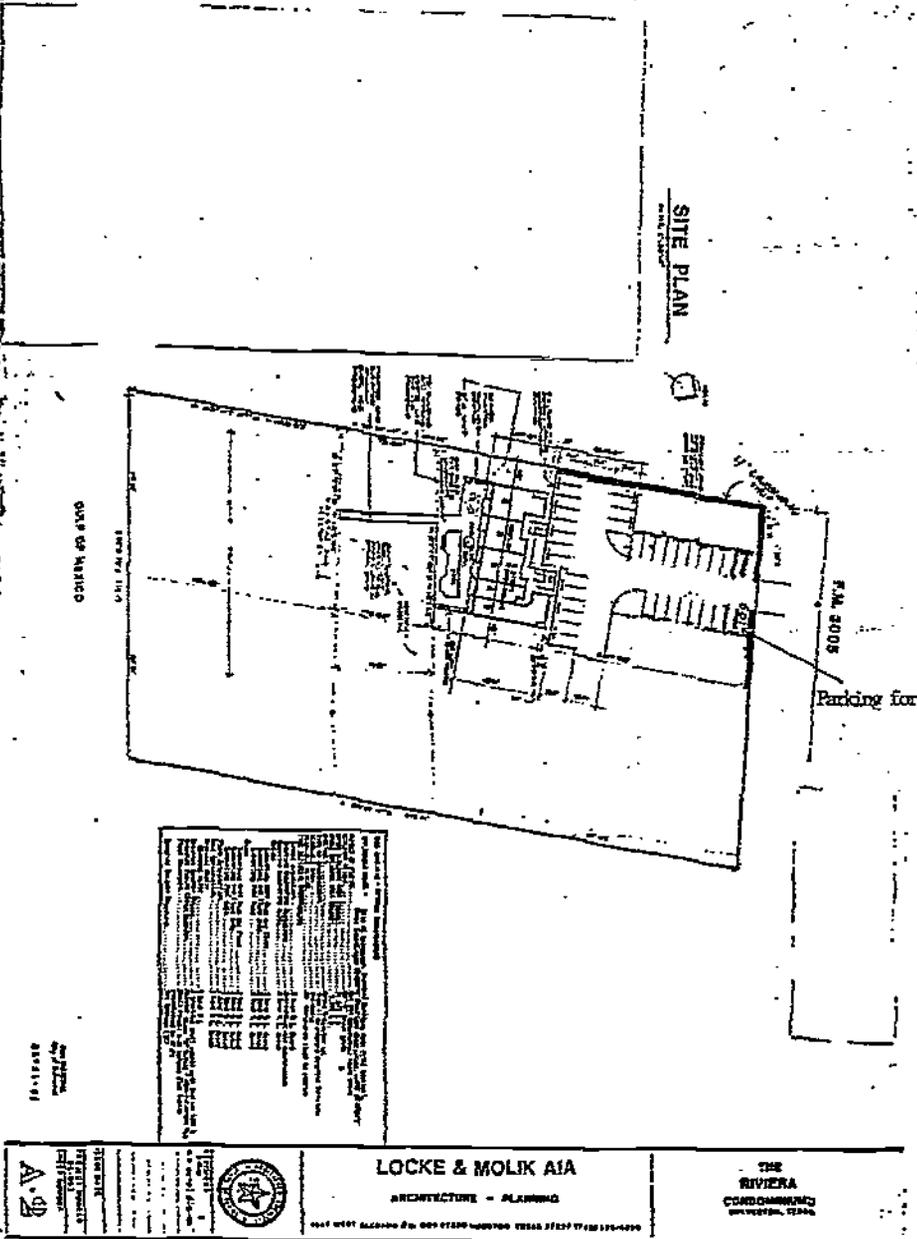


Margarita C. Gonzalez  
Notary Public in and for  
The State of Texas

Notary's Printed Name:  
Margarita C. Gonzalez  
My Commission Expires: 2-11-89.

EXHIBIT "B1"

Tract "A" in Riviera Subdivision, a Subdivision out of Lot 253, in Section 2 of the Trimble and Lindsey Survey of Galveston Island, in Galveston County, Texas, said Riviera Subdivision being according to the plat thereof recorded in Vol. 18, page 88, of the Map Records, in the Office of the County Clerk of Galveston County, Texas.



Note: One parking space, as marked on the above plan, is reserved for the exclusive use of the owners of Unit #601.

EXHIBIT "B2"

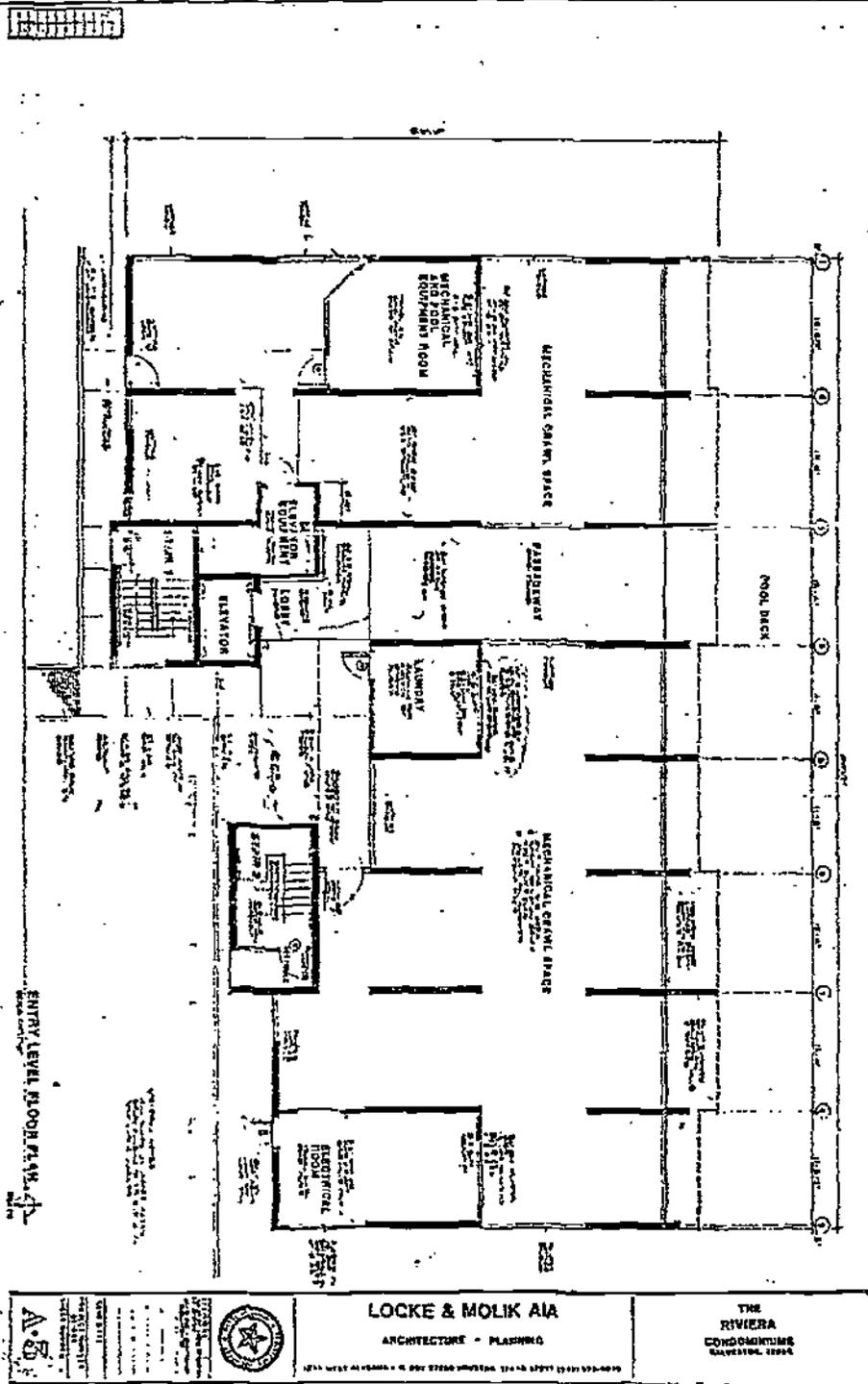
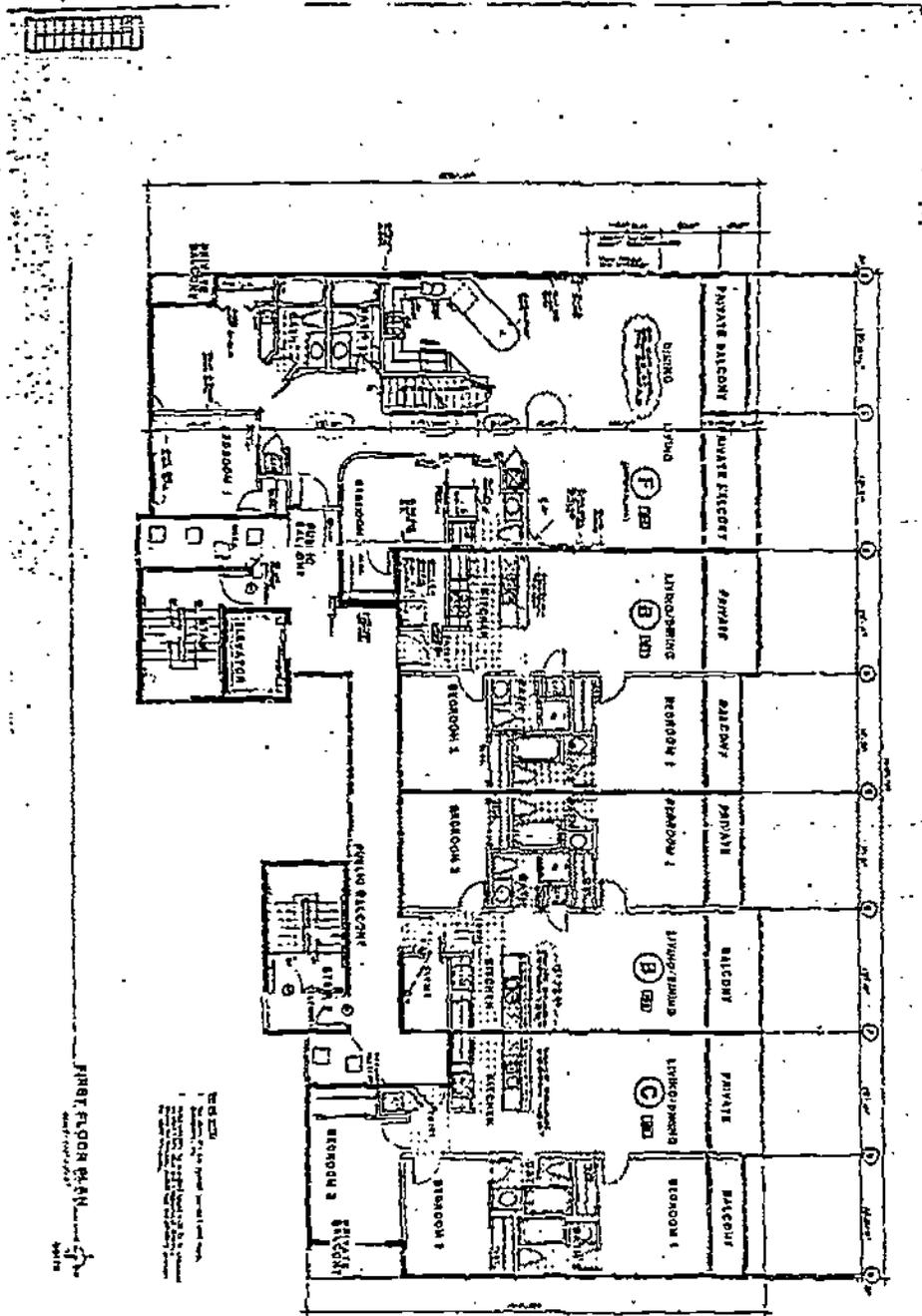


EXHIBIT "B3"



FIRST FLOOR PLAN

NOTES:  
 1. ALL DIMENSIONS ARE IN METERS.  
 2. ALL WALLS ARE 200MM THICK UNLESS OTHERWISE SPECIFIED.  
 3. ALL DOORS ARE 2100MM HIGH AND 900MM WIDE UNLESS OTHERWISE SPECIFIED.  
 4. ALL WINDOWS ARE 2100MM HIGH AND 1200MM WIDE UNLESS OTHERWISE SPECIFIED.  
 5. ALL FLOORS ARE 100MM CONCRETE ON 50MM SAND ON 100MM COMPACTED SOIL UNLESS OTHERWISE SPECIFIED.  
 6. ALL ROOFS ARE 100MM CONCRETE ON 50MM SAND ON 100MM COMPACTED SOIL UNLESS OTHERWISE SPECIFIED.  
 7. ALL CEILING ARE 100MM GYPSUM BOARD ON 50MM SAND ON 100MM COMPACTED SOIL UNLESS OTHERWISE SPECIFIED.  
 8. ALL LIGHTING FIXTURES ARE TO BE SUPPLIED BY THE OWNER.  
 9. ALL ELECTRICAL FIXTURES ARE TO BE SUPPLIED BY THE OWNER.  
 10. ALL MECHANICAL FIXTURES ARE TO BE SUPPLIED BY THE OWNER.  
 11. ALL PAINTS ARE TO BE SUPPLIED BY THE OWNER.  
 12. ALL TILES ARE TO BE SUPPLIED BY THE OWNER.  
 13. ALL GLASS ARE TO BE SUPPLIED BY THE OWNER.  
 14. ALL METALS ARE TO BE SUPPLIED BY THE OWNER.  
 15. ALL FINISHES ARE TO BE SUPPLIED BY THE OWNER.

 <p><b>LOCKE &amp; MOLIK AIA</b> ARCHITECTURE + PLANNING</p>	<p><b>THE RIVERA</b> CONDOMINIUM RESIDENTIAL PLAN</p>

005-29-0989

EXHIBIT "B4"

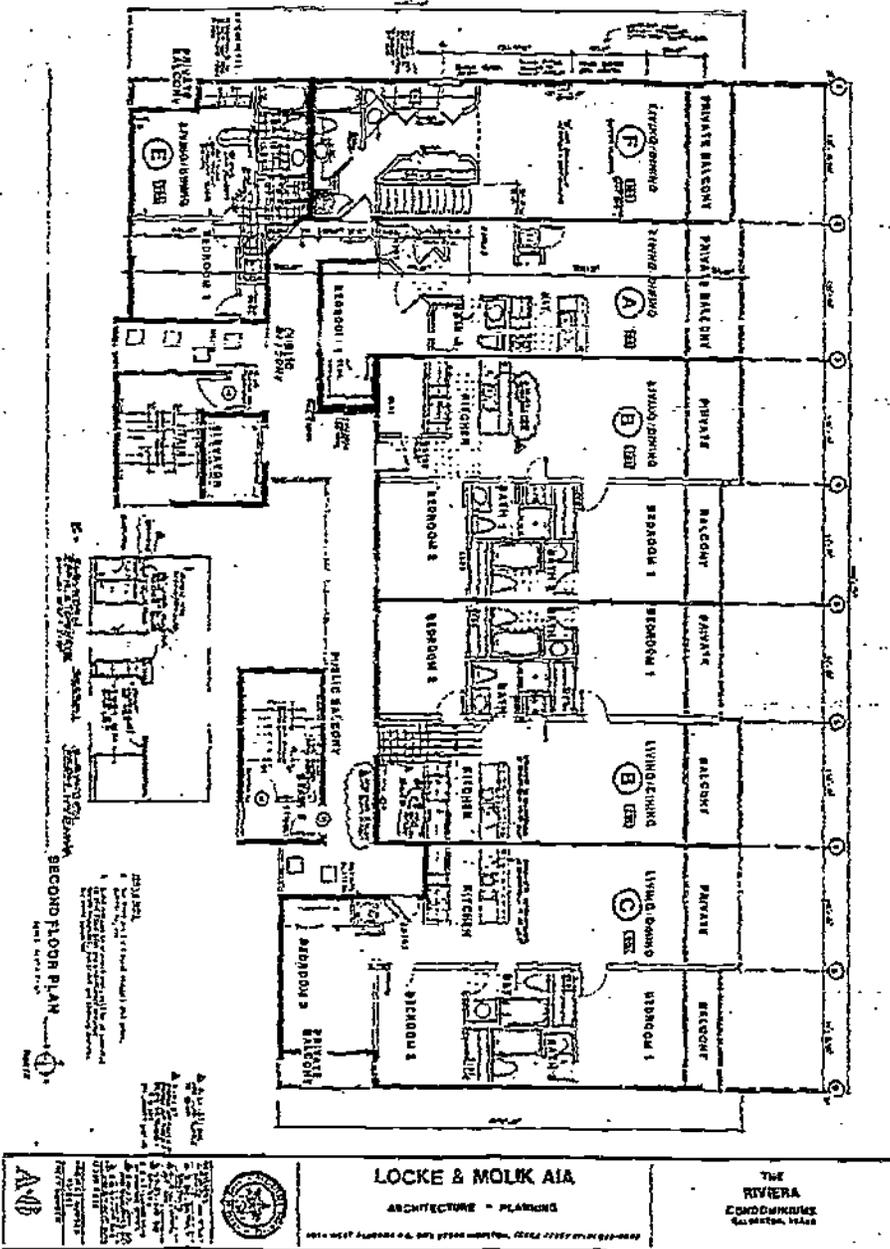
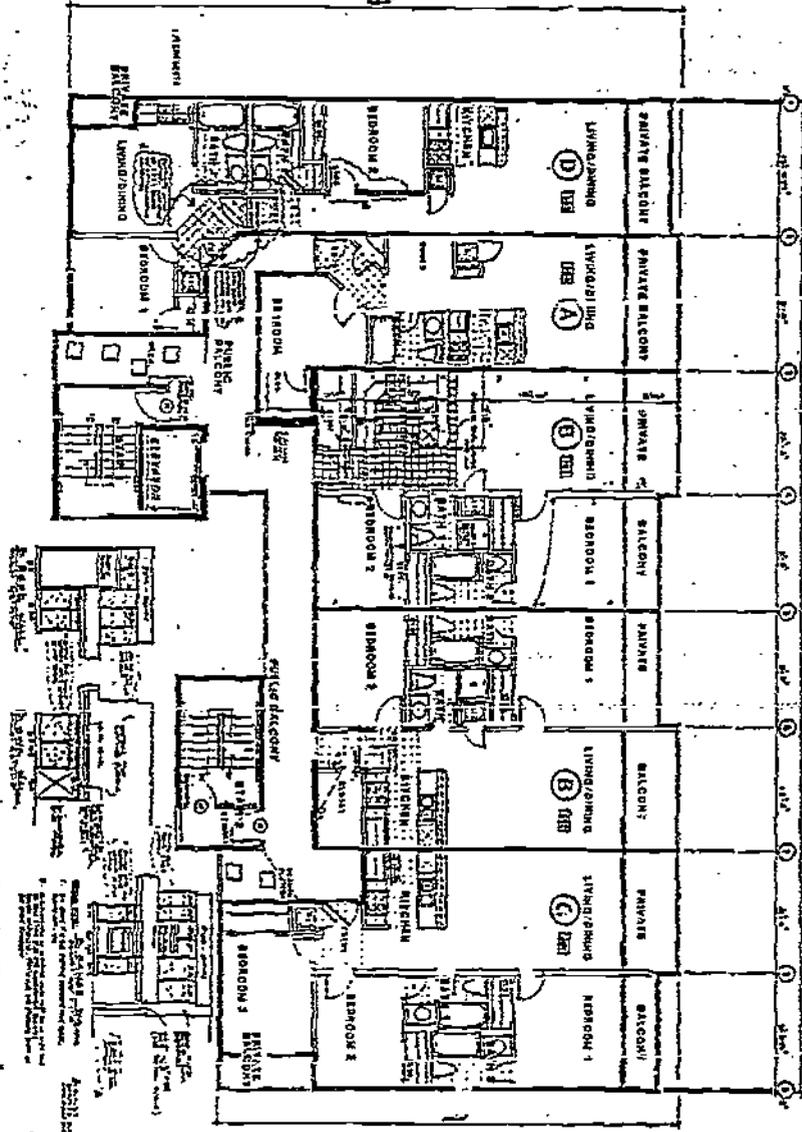
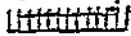


EXHIBIT "B5"

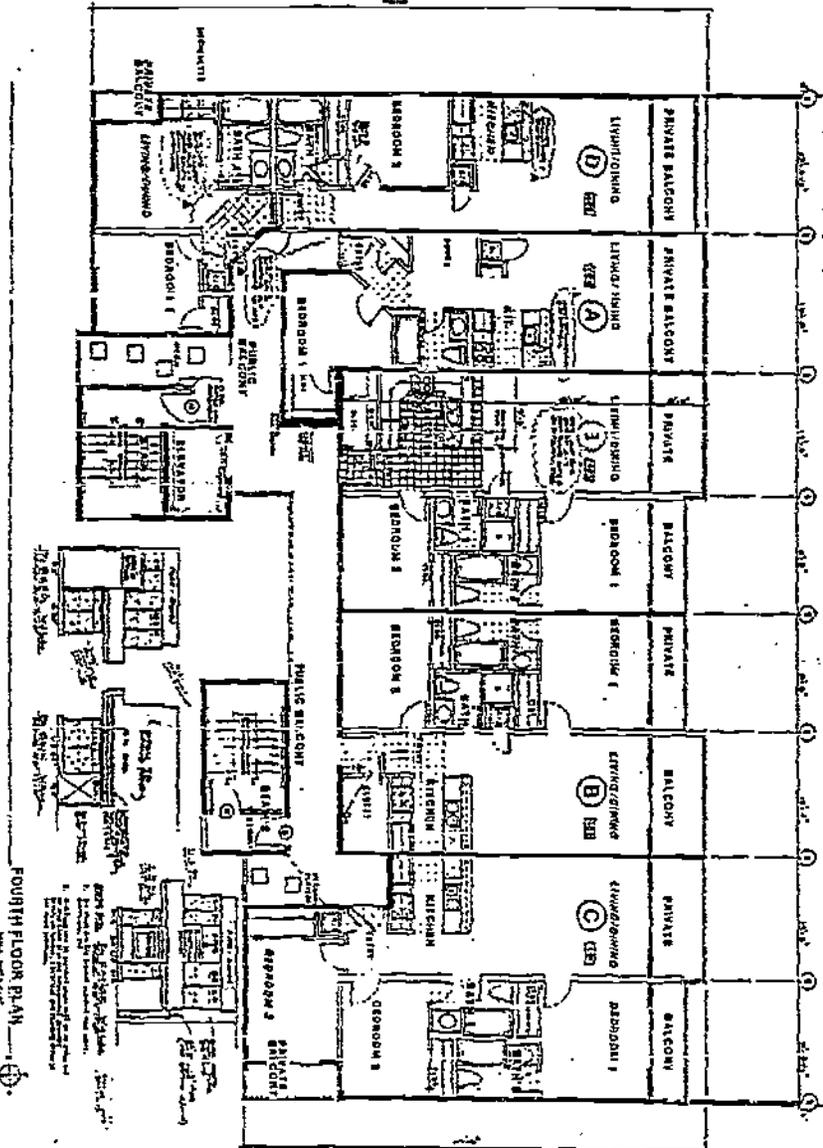


THIRD FLOOR PLAN

<p><b>A.S.</b></p> <p>Architectural Services</p> <p>1234 Main Street</p> <p>City, State, Zip</p> <p>Phone: (555) 123-4567</p> <p>Fax: (555) 987-6543</p> <p>Website: www.ass.com</p>	<p><b>LOCKE &amp; MOLIK AIA</b></p> <p>ARCHITECTURE • PLANNING</p> <p>101 West Adams St., 8th Floor, Chicago, IL 60601</p> <p>Phone: (312) 467-1000</p> <p>Fax: (312) 467-1001</p> <p>Website: www.lockeandmolik.com</p>	<p><b>THE RIVERA</b></p> <p>CONSTRUCTION</p> <p>1234 Main Street</p> <p>City, State, Zip</p> <p>Phone: (555) 123-4567</p> <p>Fax: (555) 987-6543</p> <p>Website: www.rivera.com</p>
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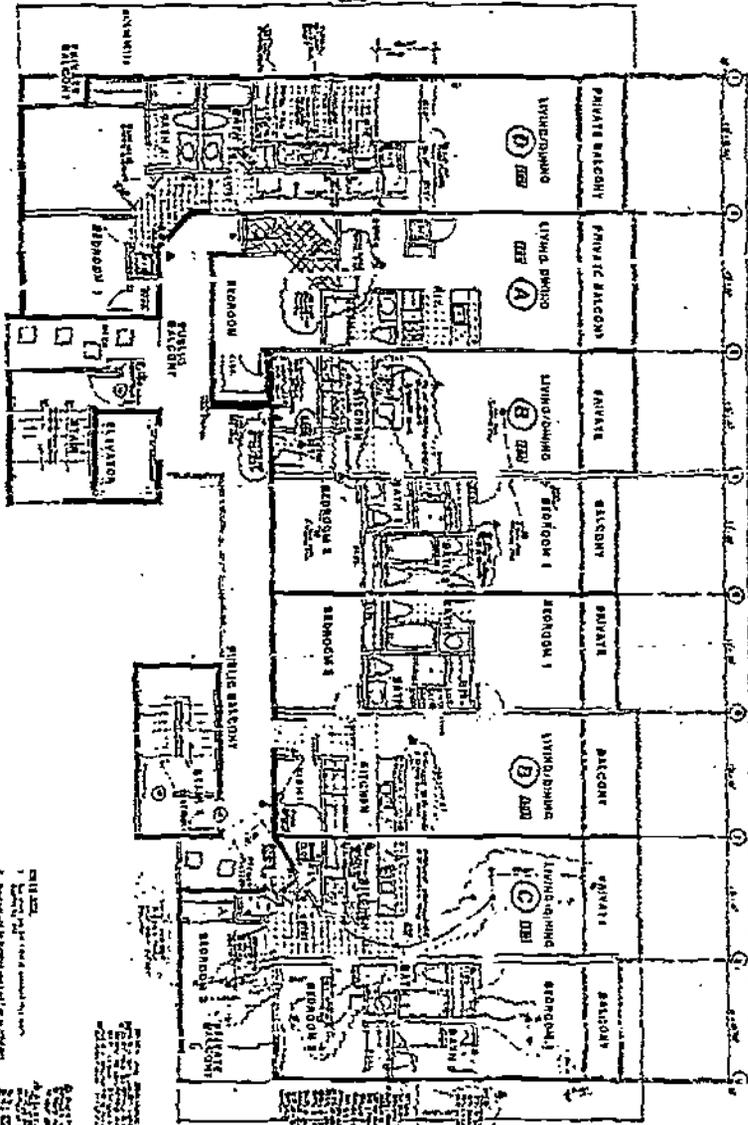
005-29-0991

EXHIBIT "B6"



<p>P.V. ARCHITECTS AND PLANNERS, INC. 1001 WEST 10TH STREET, SUITE 100, DENVER, CO 80202</p>	<p><b>LOCKE &amp; MOLIK AIA</b> ARCHITECTURE • PLANNING</p> <p>1001 WEST 10TH STREET, SUITE 100, DENVER, CO 80202</p>	<p><b>THE RIVERA</b> CONDOMINIUMS GARDEN CITY, TEXAS</p>
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EXHIBIT "B7"



EIGHTH FLOOR PLAN

	<p><b>LOCKE &amp; MOLIK AIA</b> ARCHITECTURE • PLANNING</p>	<p><b>THE RIVIERA</b> CONDOMINIUMS CORPORATION, 1988</p>
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EXHIBIT "B8"

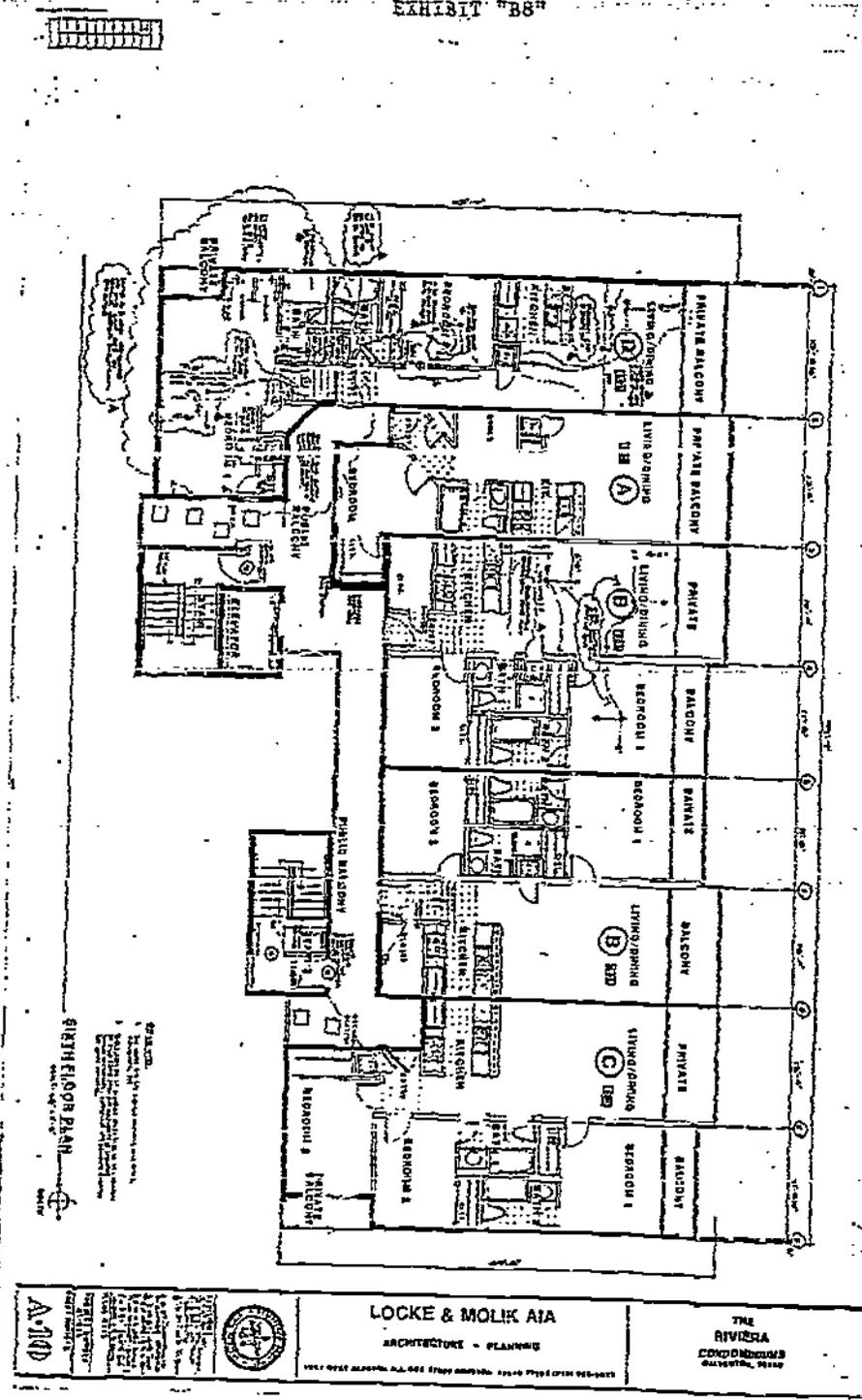
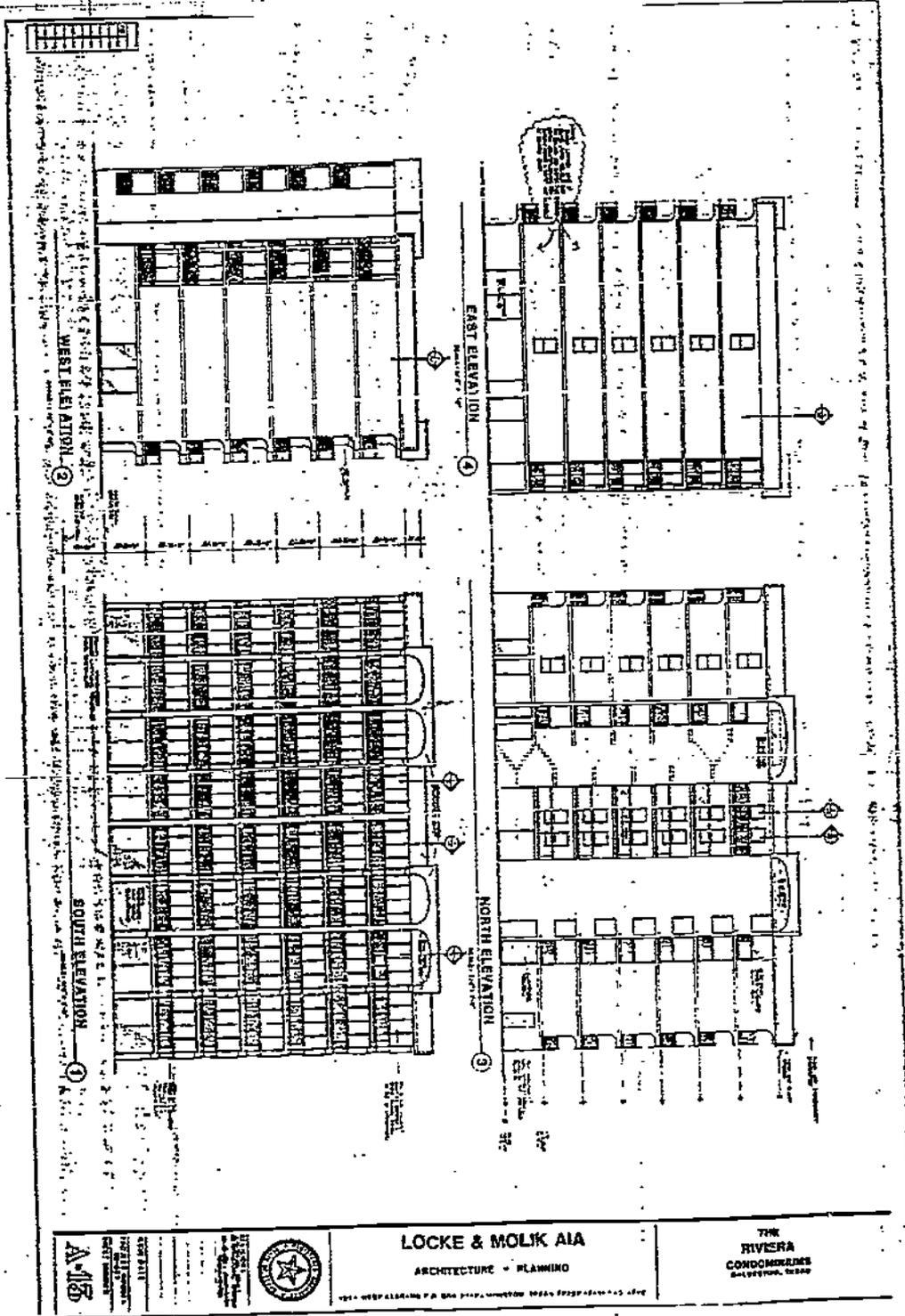


EXHIBIT "B9"



005-29-0995

EXHIBIT "C"  
 PERCENTAGE OF INTEREST AND APPROXIMATE SQUARE FOOTAGE  
 IN  
 THE RIVIERA CONDOMINIUM

UNIT NUMBER	UNIT TYPE	SQ. FT. LIV. AREA	PERCENTAGE OF INTEREST
<u>FIRST FLOOR</u>			
101	C	908	3.86%
102	B	768	3.27%
103	B	768	3.27%
104	F	2,053	8.73%
<u>SECOND FLOOR</u>			
201	C	908	3.86%
202	B	768	3.27%
203	B	768	3.27%
204	A	523	2.23%
206	E	397	1.69%
<u>THIRD FLOOR</u>			
301	C	908	3.86%
302	B	768	3.27%
303	B	768	3.27%
304	A	523	2.23%
305	D	930	3.96%

005-29-0996

EXHIBIT "C"  
PERCENTAGE OF INTEREST AND APPROXIMATE SQUARE FOOTAGE  
IN  
THE RIVIERA CONDOMINIUM

UNIT NUMBER	UNIT TYPE	SQ. FT. LIV. AREA	PERCENTAGE OF INTEREST
<u>FOURTH FLOOR</u>			
401	C	908	3.86%
402	B	768	3.27%
403	B	768	3.27%
404	A	523	2.23%
405	D	930	3.96%
<u>FIFTH FLOOR</u>			
501	C*	931	3.96%
502	B	768	3.27%
503	B	768	3.27%
504	A*	545	2.32%
505	D	930	3.96%
<u>SIXTH FLOOR</u>			
601	C	908	3.86%
602	B	768	3.27%
603	B	768	3.27%
604	A	523	2.23%
605	D	930	3.96%

100.00%

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

FILED FOR RECORD

JUN 8 10 22 AM '87

*Jessie G. Kirkendall*  
COUNTY CLERK, GALVESTON COUNTY, TEXAS

JUN 8 1987



*Jessie G. Kirkendall*  
COUNTY CLERK  
GALVESTON CO., TEXAS

**AMENDMENT TO THE CONDOMINIUM BYLAWS OF  
THE RIVIERA I CONDOMINIUM COUNCIL OF CO-OWNERS, INC.**

This Amendment to the Condominium Bylaws, attached as Exhibit "A" to the Condominium Declaration for Riviera Condominiums, aka Riviera I Condominiums, a condominium project in Galveston County, Texas, which Declaration is recorded under Clerk's File No. 8721531 and Film Code No. 005-29-0948 in the Official Public Records of Galveston County, Texas, is made for the purpose of adding Article 17, Section 17.07(l), and

WHEREAS, the Riviera I Condominium Council of Co-Owners, Inc. is empowered by Article 18, Section 18.01, of the above referenced document to amend the Condominium Bylaws at a regular or special meeting of the members of the Council by an affirmative vote of a majority of a quorum, and

WHEREAS, the Council recognizes the need to limit very short term rentals, and

WHEREAS, approval was given by a majority of a quorum at a meeting of the Council, as certified by the President of the Board of Directors as evidenced by his signature below,

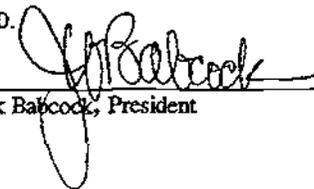
NOW, THEREFORE, ARTICLE 17, Section 17.07(l) is added and shall read as follows:

(l) There shall be no rentals of units for a period of less than sixty (60) days.

Nothing herein is intended to alter, modify or amend the Condominium Bylaws attached as Exhibit "A" to the Condominium Declaration of The Riviera Condominiums recorded under Clerk's File No. 8721531 and Film Code No. 005-29-0948 of the Official Public Records of Galveston County, Texas, except as specifically provided hereinabove.

IN WITNESS WHEREOF, the undersigned President of the Riviera I Condominium Council of Co-Owners, Inc. certifies that the above cited amendment was passed by a majority of a quorum at a meeting of the Council on March 11, 2000.

March 23, 2000  
Date

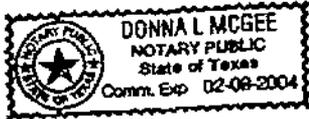
  
\_\_\_\_\_  
Jack Babcock, President

014-42-0239

THE STATE OF TEXAS       §  
  §  
COUNTY OF GALVESTON   §

This instrument was acknowledged before me, on the 23<sup>rd</sup> day of March, 2000, by Jack Babcock, President of the Board of Directors of the Riviera I Condominium Council of Co-Owners, Inc.

*Donna L. McGee*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

*Patricia Ritchie*

2000 MAR 29 09:19 AM 2000014375  
HABASA \$11.00  
Patricia Ritchie, COUNTY CLERK  
GALVESTON, TEXAS

*Returns:*

**PAID** MIESZKUC, DAUGHTRY & SCOTT, PC  
17044 EL CAMINO REAL  
HOUSTON, TEXAS 77058

016-40-2665

**MANAGEMENT CERTIFICATE**

Pursuant to Texas Property Code Chapter 209.004

**Riviera Owners Association, Inc.**

State of Texas        }

County of Galveston    }

The name of the subdivision is **Riviera.**

The name of the association is **Riviera Owners Association, Inc.**

The Declaration of Covenants, Conditions and Restrictions for **Riviera, Section One** is recorded under Galveston County Clerk's File Number **9108669** and Film Code Number **002-28-1589** in the real property records of Galveston County, Texas. Other recording information includes **Section One: Volume 118, Page 285** of the Map Records of Galveston County, Texas.

The name and mailing address of the managing agent of **Riviera Owners Association, Inc.** is

**Bay Area Property Management, Inc., AAMC**  
**P.O. Box 58325**  
**Houston, Texas 77258-8325**  
**(281) 333-4177**

By: *Rhonda Major*  
**Rhonda Major, PCAM**

**Head of Operations**  
**BAY AREA PROPERTY MANAGEMENT, INC., AAMC**

The foregoing instrument was acknowledged before me by Rhonda Major, PCAM, Head of Operations for Bay Area Property Management, Inc., managing agent for **Riviera Owners Association, Inc.** On this 27 day of December, 2001, on behalf of said Association

*Clayton S. Harris*  
NOTARY PUBLIC IN AND  
FOR THE STATE OF TEXAS  
(My commission expires 2-15-04)  


After Recording Return to:  
**Bay Area Property Management, Inc.**  
**P.O. Box 58325**  
**Houston, Texas 77258** **PAID**



GAC 996419119 PGS

014-17-2097

**DEDICATORY INSTRUMENTS**

for

**RIVIERA I CONDOMINIUM COUNCIL OF CO-OWNERS, INC.**

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

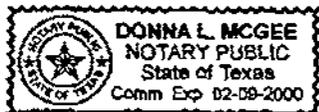
BEFORE ME, the undersigned authority, on this day personally appeared PEGGY RAPP, who, being by me first duly sworn, states on oath the following:

"My name is PEGGY RAPP, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

"I am the Association Manager for the RIVIERA I CONDOMINIUM COUNCIL OF CO-OWNERS, INC. Pursuant with Section 202.006 of the Texas Property Code, the following documents (indicated by an "x"), in addition to the previously recorded Declarations, Covenants and Conditions for RIVIERA I CONDOMINIUM COUNCIL OF CO-OWNERS, INC., are copies of the original official documents from the Association's files:

- Articles of Incorporation
- Bylaws
- Architectural Control Guidelines
- Maintenance Guidelines
- Rules and Regulations.

DATED this \_\_\_ day of December, 1999.



RIVIERA I CONDOMINIUM  
COUNCIL OF CO-OWNERS, INC.

BY: Peggy Rapp  
PEGGY RAPP, Association Manager

SUBSCRIBED AND SWORN TO BEFORE ME by the said PEGGY RAPP, on this the

20th day of December, 1999.

Donna L. McGee  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

014-17-2098

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the \_\_\_\_ day of December, 1999, by PEGGY RAPP, as Association Manager of RIVIERA I CONDOMINIUM COUNCIL OF CO-OWNERS, INC., a Texas non-profit corporation, on behalf of said corporation.

*Donna L. McCreary*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Return to:

MIESZKUC, DAUGHTRY & SCOTT  
17044 El Camino Real  
Houston, Texas 77058

TOTAL P.03

**Bylaws**  
**Riviera I Council of Co-Owners Inc.**

## BYLAWS OF

## THE RIVIERA CONDOMINIUM COUNCIL OF CO-OWNERS

## ARTICLE 1.

## DEFINITIONS

## Project Defined

1.01. "Project" shall mean all of that certain real property located in the County of Galveston, State of Texas, including the land, all improvements and structures thereon, and all easements, rights, and appurtenances thereto, more particularly described in the Declaration of THE RIVIERA.

## Declaration Defined

1.02. "Declaration" shall mean that certain Declaration applicable to the Project and filed in the Office of the County Clerk of Galveston County, State of Texas, on \_\_\_\_\_, 198\_\_\_\_, in the Condominium Records, as the same may be amended from time to time in accordance with terms thereof, to which these Bylaws were attached as Exhibit "A" at the time of recording.

## Other Terms Defined

1.03. Other terms used herein shall have the meaning given them in the Declaration and are hereby incorporated by reference and made a part hereof.

## ARTICLE 2.

## APPLICABILITY OF BYLAWS

## Association

2.01. The provisions contained herein constitute the Bylaws of THE RIVIERA CONDOMINIUM, COUNCIL OF CO-OWNERS, and hereinafter referred to as the "Council".

## Project Applicability

2.02. The provisions of these Bylaws are applicable to the Project as defined in Paragraph 1.01, above.

## Personal Application

2.03. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Project in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Units of the Project or the mere act of occupancy of any of the Units will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant, or occupant.

## ARTICLE 3.

## OFFICES

## Principal Office

3.01. The registered office and the principal office for the transaction of business of the Council shall be located at the project site in the City of Galveston, County of Galveston, State of Texas.

## ARTICLE 4.

## QUALIFICATIONS FOR MEMBERSHIP

## Membership

4.01. The membership of the Council shall consist of all the Co-Owners of the Units within the Project.

## Proof of Membership

4.02. The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Council that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of a Unit in the Project. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

## No Additional Qualifications

4.03. The sole qualifications for membership shall be ownership of a Unit in the Project. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Articles of Incorporation or the Declaration.

## Certificates of Membership

4.04. The Board of Directors may provide for the issuance of certificates evidencing membership in the Council which shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and date of issuance of the certificate shall be entered on the records of the Council and maintained by the Secretary at the registered office of the Council.

## ARTICLE 5.

## VOTING RIGHTS

## Voting

5.01. Voting shall be on a percentage basis. The Co-owner of each Unit is entitled to a vote equal to the percentage interest which his Unit or Units bears to the entire Project as assigned in the Declaration.

## Proxies

5.02. 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 Council. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of his Unit, or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

## Quorum

5.03. The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least fifty-one percent (51%) of the total voting power of the Council shall constitute a quorum for any action, except as otherwise provided in the Declaration. In the absence of a quorum at a

meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time not less than five (5) days or more than thirty (30) days from the meeting date.

#### Required Vote

5.04. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present shall be the act of the meeting of Members, unless the vote of a greater number is required by statute or by the Declaration.

#### Cumulative Voting

5.05. Cumulative voting, as more particularly described in Paragraph 8.02 below, is permitted during the election of Directors.

### ARTICLE 6.

#### MEETINGS OF MEMBERS

##### Annual Meetings

6.01. The annual meeting of the Members of the Council shall be held on \_\_\_\_\_ of each calendar year at the hour of \_\_\_\_\_, or at any other date and time which may be designated by the Council.

##### Special Meetings

6.02. Special meetings of the Members may be called by the President, the Board of Directors, or by Members representing at least ten percent (10%) of the total voting power of the Council.

##### Place

6.03. Meetings of the Members shall be held within the Project or at a meeting place as close thereto as possible as the Board may specify in writing.

##### Notice of Meetings

6.04. Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Council (or other persons authorized to call the meeting) by mailing or personally delivering a copy of such notice at least ten (10) but not more than fifty (50) days before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the Books of the Council, or supplied by such Member to the Council for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

##### Order of Business

6.05. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meetings or waiver of notice;
- (c) Reading of Minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business;

## Action Without Meeting

6.07. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members and filed with the Secretary of the Council.

## ARTICLE 7.

## BOARD OF DIRECTORS

## Number

7.01. The affairs of this Council shall be managed by a Board of Directors consisting of five (5) persons, all of whom must be Members of the Council. If the Owner of any Unit is a corporation, partnership, trust or other legal entity, a board member may be an officer, director, partner or beneficiary of such Unit Owner.

## Term

7.02. At the first annual meeting of the members of the Council, two (2) Directors shall be elected by the members for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. At the second annual meeting of the members of the Council, three (3) Directors shall be elected by the members for a term of two (2) years. Thereafter, at each annual meeting of the members, the members shall elect either two (2) or three (3) Directors, as the case may be, each to serve for a term of two (2) years commencing at the time of his election until his death, resignation, removal or until he is no longer a member of the Council, whichever is earlier, in order to fill the positions of the Directors whose terms have expired at the time of the annual meeting.

## Removal

7.03. Directors may be removed from office with or without cause by a majority vote of the Members of the Council.

## Vacancies

7.04. In the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of his predecessor. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

## Compensation

7.05. With the prior approval of a majority of the voting power of the Council, a Director may receive compensation in a reasonable amount for services rendered to the Council. A Director may be reimbursed by the Board for actual expenses incurred by him in the performance of his duties.

## Powers and Duties

7.06. The Board shall have the powers and duties, and shall be subject to the limitations on such powers and duties, as enumerated in the Declaration of the Project.

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ARTICLE 8.

NOMINATION AND ELECTION OF DIRECTORS

Nomination

8.01. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the Members.

Election

8.02. Directors are elected at the annual meeting of Members of the Council. Members, or their proxies, may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declaration. The nominees receiving the highest number of votes shall be elected. Each Member may cumulate votes and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which such Member is entitled or distribute the votes on the same principle among as many candidates as such Member thinks fit. Any Member who intends to cumulate his votes shall give written notice of such intention to the Secretary of the Council on or before the day preceding the election at which such Member intends to cumulate his votes.

ARTICLE 9.

MEETINGS OF DIRECTORS

Regular Meetings

9.01. Regular meetings of the Board of Directors shall be held quarterly at such place within the Project and at such time as may be fixed from time to time by resolution of the Board. Notice of the time and place of such meeting shall be posted at a prominent place or places within the Common Elements.

Special Meetings

9.02. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Council or by any two Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of any special meeting must be given to each Director not less than five (5) days prior to the date fixed for such meeting, nor more than fifteen (15) days prior to the date fixed for such meeting by written notice delivered personally or sent by mail or telegram to each Director at his address as shown in the records of the Council. A copy of such notice shall be posted in a prominent place or places in the Common Elements or the Project within five (5) days prior to the date of the meeting.

Quorum

9.03. A quorum for the transaction of business by the Board of Directors shall be a majority of the number of Directors constituting the Board of Directors as fixed by these Bylaws.

Voting Requirement

9.04. The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the

Board of Directors unless any provision of the Declaration requires the vote of a greater number.

#### Open Meetings

9.05. Regular and special meetings of the Board shall be open to all Members of the Council; provided, however, that Council Members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board.

#### Executive Session

9.06. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Council is or may become involved, and other business of a confidential nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

### ARTICLE 10.

#### OFFICERS

##### Enumeration of Officers

10.01. The Officers of the Council shall be a President and a Vice President, who shall at all times be members of the Board of Directors, and a Secretary and Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

##### Term

10.02. The officers of this Council shall be elected annually by the Board of Directors and each shall hold office for one (1) year, unless such officer shall sooner resign, be removed, or be otherwise disqualified to serve.

##### Resignation and Removal

10.03. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein. Any officer may be removed from office by the Board whenever, in the Board's judgment, the best interest of the Council would be served by such removal.

##### Multiple Offices

10.04. Any two or more offices may be held by the same person, except the offices of President and Secretary.

##### Compensation

10.05. Officers shall receive such compensation for services rendered to the Council as determined by the Board of Directors and approved by a majority of the voting power of the Council residing in the Members.

### ARTICLE 11.

#### PRESIDENT

##### Election

11.01. At the first meeting of the Board immediately

following the annual meeting of the Members, the Board shall elect one of their number to act as President.

#### Duties

11.02. The President shall:

- (a) Preside over all meetings of the Members and of the Board;
- (b) Sign as President, all deeds, contracts, and other instruments in writing which have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of a lesser officer;
- (c) Call meetings of the Board whenever he deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than five (5) days;
- (d) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Council and discharge such other duties as may be required of him by the Board.

### ARTICLE 12.

#### VICE PRESIDENT

##### Election

12.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its members to act as Vice President.

##### Duties

12.02. The Vice President shall:

- (a) Act in the place and in the stead of the President in the event of his absence, inability, or refusal to act;
- (b) Exercise and discharge such other duties as may be required of him by the Board. In connection with any such additional duties, the Vice President shall be responsible to the President.

### ARTICLE 13.

#### SECRETARY

##### Election

13.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of their Members to act as Secretary.

##### Duties

13.02. The Secretary shall:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members;
- (b) Keep the seal of the Council, if any, and affix it on all papers requiring said seal;
- (c) Serve such notices of meetings of the Board and the Members required either by law or by these Bylaws;

(d) Keep appropriate current records showing the Members of this Council together with their address;

(a) Sign as Secretary all deeds, contracts, and other instruments in writing which have been first approved by the Board if said instruments require a second Council signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.

ARTICLE 14.

TREASURER

Election

14.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of their Members to act as Treasurer.

Duties

14.02. The Treasurer shall:

(a) Receive and deposit in such bank or banks as the Board may from time to time direct, all of the funds of the Council;

(b) Be responsible for and supervise the maintenance of books and records to account for such funds and other Council assets;

(c) Disburse and withdraw said funds as the Board may time to time direct, and in accordance with prescribed procedures;

(d) Prepare and distribute the financial statements for the Council required by the Declaration.

ARTICLE 15.

BOOKS AND RECORDS

Maintenance

15.01. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees shall be kept at the principal office of the association/corporation. A record containing the names and addresses of all Members entitled to vote shall be kept at the principal place of business of the Council.

Inspection

15.02. The Declaration of the Project, the Bylaws, membership register, the books of account, and the minutes of proceedings, shall be available for inspection and copying by any Member of the Council or any Director for the proper purpose at any reasonable time.

ARTICLE 16.

INDEMNIFICATION OF DIRECTORS AND OFFICERS

16.01. The Council shall indemnify every Director or Officer, his heirs, executors and administrators, against all loss, costs and expense, including counsel fees reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Council.

except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willfull misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Council is advised by counsel that the person to be indemnified has not been guilty of gross negligence of willful misconduct in the performance of his duty as such Director or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or Officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Council by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Council as Common Expenses; provided, however, that nothing in this Article 16 contained shall be deemed to obligate the Council to indemnify any member or owner of a condominium unit, who is or has been a Director or Officer of the Council, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of THE RIVIERA DECLARATION as a Member of Owner of a condominium unit covered thereby.

#### ARTICLE 17.

#### OBLIGATIONS OF THE OWNERS

##### Assessments

17.01. All owners shall be obligated to pay the monthly assessments imposed by the Council to meet the Common Expenses. The assessments shall be made pro-rata according to percentage interest in and to the general common elements and shall be due monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of Members, within the meaning of these Bylaws, if and only if he shall have fully paid all assessments made or levied against him and the condominium unit owned by him.

##### Maintenance and Repair

17.02. Every owner must perform promptly at his own expense maintenance and repair work within his own unit which, if omitted, would affect the project in its entirety or in a part belonging to other owners.

All the repairs of internal installations of the unit, such as water, light, sewage, telephone, air conditioners, sanitary installation, doors, windows, glass, electrical fixtures, and all other accessories, equipment and fixtures belonging to the unit area including limited areas shall be at the owner's expense.

An Owner shall be obligated to reimburse the Council promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his tenants, agents, or invitees.

##### Mechanic's Lien

17.03. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other units and the appurtenant general common elements for labor, materials, services or other products incorporated in the Owner's Unit. In the event suit for foreclosure is commenced, then within ninety (90) days thereafter, such Owner shall be required to deposit

with the Council cash or negotiable securities equal to the amount of such claim plus interest for one (1) year together with the sum of One Hundred Dollars (\$100.00). Such sum or securities shall be held by the Council pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Council to make such payment, and the amount thereof shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided in Paragraph \_\_\_\_\_ of the Declaration.

#### General

17.04. Each owner shall comply strictly with the provisions of the Condominium Declaration for THE RIVIERA.

#### Use of Units - Internal Changes

17.05. All units shall be utilized for single family residential purposes only.

#### Use of General Common Elements and Limited Common Elements

17.06. Each owner may use the General Common Elements and the Limited Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

#### Rules and Regulations

17.07(a). All owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted for the utilization of the recreational facilities afforded, and particularly, for the use of the swimming pool area, in order that all owners and their guests shall achieve maximum utilization of such facilities consonant with the rights of each of the other owners thereto.

(b) Nothing shall be done in any Unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering said premises to be cancelled or suspended by the issuing company.

(c) Owners and occupants of Units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectional noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and other instruments or devices in such manner as may disturb or tend to disturb Owners, tenants, or other occupants of Units of THE RIVIERA. No Unit shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining Units, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur in or on any Unit or upon any part of the Common Elements of THE RIVIERA.

(d) The common area is intended for use for the purpose of affording vehicular and pedestrian movement within the condominium, and for providing access to the Units; those

portions thereof adapted therefor, for recreational use by the Owners and occupants of Units; and all thereof for beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be constructed so as to not interfere with its use for the purposes hereinabove recited, nor shall any part of the common area (Common Elements) be used for general storage purposes after the completion of the construction of the Units by Developer, except maintenance storage room, nor anything done thereon in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon. Not more than two small dogs, cats, or other usual small household pets may be kept in any unit, provided always that such household pets shall be allowed on the common areas only as may be specified under reasonable rules therefor promulgated by the Board of Directors. Except as hereinabove stated, no animal, livestock, birds or poultry shall be brought within the condominium or kept in or around any unit thereof.

(e) No resident of the condominium shall post any advertisements, signs, or posters, of any kind in or on the project except as authorized by the Council.

(f) It is prohibited to hang garments, rugs, and/or any other materials from the windows or from any of the facades of the Project.

(g) It is prohibited to dust rugs or other materials from the windows or to clean rugs by beating on the exterior part of the condominium units, or to throw any dust, trash, or garbage out of any of the windows of any of the units.

(h) It is prohibited to throw garbage or trash outside the disposal areas provided for such purposes.

(i) No Owner, resident, or lessee shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units or any other devices whatsoever on the exterior of the Project or that protrude through the walls or out of the windows, or on the roof of the Project save as are expressly in writing previously approved by the Council.

(j) No owner or other occupant of any condominium unit shall make any alteration, modification or improvement, nor add any awnings, patio covers or other devices to the common elements of the condominium or remove or add to any planting, structure, furnishings or other equipment or object therefrom except with the written consent of the Council.

(k) Reasonable and customary regulations for the use of the swimming pool area will be promulgated hereafter, Owners and all occupants of units shall, at all times, comply with such regulations.

#### Destruction or Obsolescence

17.08 Each owner shall, upon request therefor, execute an irrevocable power of attorney, in favor of the Council, appointing the Council his attorney-in-fact to deal with the Owner's Unit upon its destruction or obsolescence as is provided in Paragraph \_\_\_\_\_ of the Condominium Declaration of THE RIVIERA.

#### ARTICLE 18,

#### AMENDMENT OF BYLAWS

18.01. These Bylaws may be amended, altered, or

005-29-0985

repealed at a regular or special meeting of the Members of the Council, by the affirmative vote in person or by proxy or Members representing a majority of a quorum of the Council. Notwithstanding the above, the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.



**Riviera I Council of Co-Owners, Inc.  
PAYMENT PLAN POLICY**

STATE OF TEXAS                   §  
  §  
COUNTY OF GALVESTON       §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the **Riviera I Council of Co-Owners, Inc.** (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 (“Section 209.0062”) thereto regarding alternative payment schedules for assessments (“Payment Plans”); and

WHEREAS, the Board of Directors of the Association (“Board”) desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

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

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
  2. Late fees, penalties and delinquent collection related fees will be not be added to the owner’s account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
  3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
  4. The Payment Plan becomes effective and is designated as “active” upon:
    - a. receipt of a fully completed and signed Payment Plan form; and
    - b. receipt of the first payment under the plan; and
    - c. acceptance by the Association as compliant with this Policy.
  5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
    - a. Total balance up to 2 times annual assessment ... up to 6 months
    - b. Total balance up to 3 times annual assessment ... up to 12 months
    - c. Total balance greater than 3 times annual assessment ... up to 18 months
  6. On a case-by-case basis and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The individual Payment Plans may not exceed eighteen (18) months.
-

7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
9. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:
  - a. fails to return a signed Payment Plan form with the initial payment; or
  - b. misses a payment due in a calendar month; or
  - c. makes a payment for less than the agreed upon amount; or
  - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

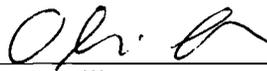
In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
11. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Galveston County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

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Approved and adopted by the Board on this 7th day of October 2011.

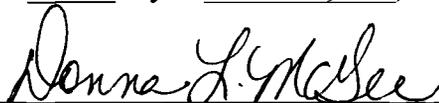


Oliver Collins  
President  
Riviera I Council of Co-Owners, Inc.

STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON   §

Before me, the undersigned authority, on this day personally appeared Oliver Collins, President of **Riviera I Council of Co-Owners, Inc.** a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of October, 2011.



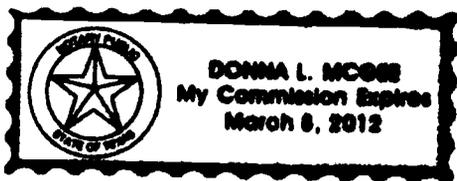
Notary Public, State of Texas

[Notarial Seal]



Printed Name

My commission expires: 3-8-12



Please return to:  
Rapp Management Co., Inc.  
1703 Broadway St  
Galveston, TX 77550-4910

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OFFICIAL PUBLIC RECORDS



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May 21, 2012 11:06:42 AM

FEE: \$24.00

Dwight D. Sullivan, County Clerk  
Galveston County, TEXAS



**RIVIERA I COUNCIL OF CO-OWNERS, INC.  
RECORDS PRODUCTION AND COPYING POLICY**

STATE OF TEXAS                   §  
  §  
COUNTY OF GALVESTON       §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the RIVIERA I COUNCIL OF CO-OWNERS, INC. (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 (“Section 209.005”) thereto regarding owner access to Association documents and records (“Records”); and

WHEREAS, the Board of Directors of the Association (“Board”) desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy*.

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
  - a. be sent by certified mail to the Association’s address as reflected in its most recent Management Certificate filed in the County public records; and
  - b. contain sufficient detail to identify the specific Records being requested; and
  - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
    - (1) format: electronic files, compact disk or paper copies
    - (2) delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
  - a. the requested Records, if copies were requested and any required advance payment had been made; or
  - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or

- c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
  - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
  - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their proxies:
  - a. the financial records associated with an individual owner; and
  - b. deed restriction violation details for an individual owner; and
  - c. personal information, including contact information other than an address for an individual owner; and
  - d. attorney files and records in the possession of the attorney; and
  - e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

- a. black and white 8½"x11" single sided copies ... \$0.10 each
  - b. black and white 8½"x11" double sided copies ... \$0.20 each
  - c. color 8½"x11" single sided copies ... \$0.50 each
  - d. color 8½"x11" double sided copies ... \$1.00 each
  - e. PDF images of documents ... \$0.10 per page
  - f. compact disk ... \$5.00 each
  - g. labor and overhead ... \$50.00 per hour
  - h. mailing supplies ... \$1.00 per mailing
  - i. postage ... at cost
  - j. other supplies ... at cost
  - k. third party fees ... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
  9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
  10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
  11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Galveston County, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 7th day of October, 2011.



Oliver Collins  
President  
Riviera I Council of Co-Owners, Inc.

STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON   §

Before me, the undersigned authority, on this day personally appeared Oliver Collins, President of Riviera I Council of Co-Owners, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of October, 2011.



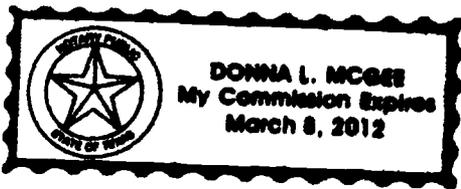
Notary Public, State of Texas

[Notarial Seal]



Printed Name

My commission expires: 3-8-12

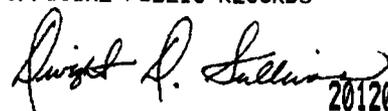


**FILED AND RECORDED**

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Rapp Management Co., Inc.  
1703 Broadway St  
Galveston, TX 77550-4910



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2012026124

May 21, 2012 11:06:42 AM

FEE: \$28.00

Dwight D. Sullivan, County Clerk  
Galveston County, TEXAS



**RIVIERA I COUNCIL OF CO-OWNERS, INC.  
DOCUMENT RETENTION POLICY**

STATE OF TEXAS                   §  
  §  
COUNTY OF GALVESTON       §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Riviera I Council of Co-Owners, Inc. (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) (“Section 209.005”) thereto regarding retention of Association documents and records (“Documents”); and

WHEREAS, the Board of Directors of the Association (“Board”) desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

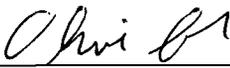
1. Association Documents may be maintained in paper format or in an electronic format this can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
  - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
  - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
  - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner’s account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and
  - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
  - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
  - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and



- g. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and
  - h. decisions of the Riviera I Council of Co-Owners, Inc. or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).
3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
  4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of Galveston County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 7th day of October 2011.

  
\_\_\_\_\_  
Oliver Collins  
President  
Riviera I Council of Co-Owners, Inc.

Please return to:  
Rapp Management Co., Inc.  
1703 Broadway St  
Galveston, TX 77550-4910

STATE OF TEXAS                   §  
   §  
COUNTY OF GALVESTON       §

Before me, the undersigned authority, on this day personally appeared Oliver Collins, President of Riviera I Council of Co-Owners, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

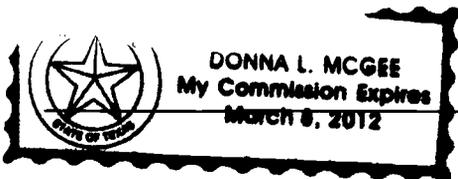
Given under my hand and seal of office this 7th day of October, 2011.

  
\_\_\_\_\_  
Notary Public, State of Texas

[Notarial Seal]

Donna L. McGee  
Printed Name

My commission expires: 3-8-12





**RIVIERA I COUNCIL OF CO-OWNERS, INC.  
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS                   §  
  §  
COUNTY OF GALVESTON       §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the RIVIERA I COUNCIL OF CO-OWNERS, INC. (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 (“Section 202.018”) thereto dealing with the regulation of display of certain religious items; and

WHEREAS, the Board of Directors of the Association (“Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident’s sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
  - a. threaten public health or safety; or
  - b. violate any law; or
  - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Riviera I Council of Co-Owners, Inc. Board of Directors is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Galveston County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.



Approved and adopted by the Board on this 7th day of October 2011.

Oliver Collins  
Oliver Collins  
President  
Riviera I Council of Co-Owners, Inc.

STATE OF TEXAS                   §  
   §  
COUNTY OF GALVESTON       §

Before me, the undersigned authority, on this day personally appeared Oliver Collins, President of Riviera I Council of Co-Owners, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

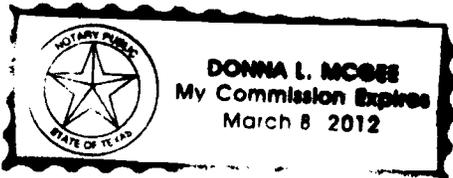
Given under my hand and seal of office this 7th day of October, 2011.

Donna L. Mcbee  
Notary Public, State of Texas

[Notarial Seal]

Donna L. Mcbee  
Printed Name

My commission expires: 3-8-12



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Dwight D. Sullivan  
2012026121

May 21, 2012 11:06:42 AM

FEE: \$20.00

Dwight D. Sullivan, County Clerk  
Galveston County, TEXAS



**RIVIERA I COUNCIL OF CO-OWNERS, INC.  
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS                   §  
  §  
COUNTY OF GALVESTON       §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the RIVIERA I COUNCIL OF CO-OWNERS, INC. (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 (“Section 202.011”) thereto regarding the display of flags; and

WHEREAS, the Board of Directors of the Association (“Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

1. These Guidelines apply to the display of (“Permitted Flags”):
  - 1.1. the flag of the United States; and
  - 1.2. the flag of the State of Texas; and
  - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
  - 2.1. flags for schools, sports teams, businesses or foreign countries; or
  - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
  - 2.3. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Riviera I Council of Co-Owners, Inc. Board of Directors is required for any flagpole and any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a balcony. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a window.
6. Permitted Flags shall be no larger than three foot (3’) by five foot (5’) in size.
7. Only one Permitted Flag may be displayed on a flagpole attached to a balcony



8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached is allowed on balcony portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Lighting may not be installed to illuminate Permitted.
11. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
12. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
13. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Galveston County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 7<sup>th</sup> day of October 2011.

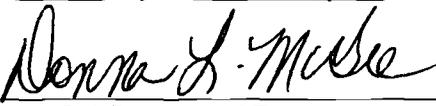


\_\_\_\_\_  
Oliver Collins  
President  
Riviera I Council of Co-Owners, Inc.

STATE OF TEXAS                   §  
   §  
COUNTY OF GALVESTON       §

Before me, the undersigned authority, on this day personally appeared Oliver Collins, President of Riviera I Council of Co-Owners, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

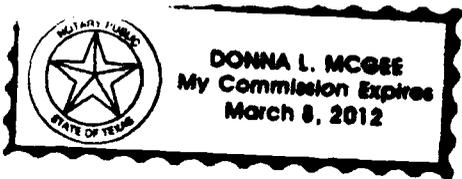
Given under my hand and seal of office this 7<sup>th</sup> day of October, 2011.

  
\_\_\_\_\_  
Notary Public, State of Texas

[Notarial Seal]

Donna L. McGee  
\_\_\_\_\_  
Printed Name

My commission expires: 3-8-12

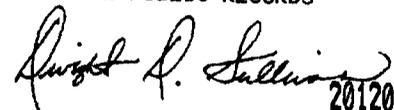


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2012026120

May 21, 2012 11:06:42 AM

FEE: \$24.00

Dwight D. Sullivan, County Clerk  
Galveston County, TEXAS

## **Peggy Rapp**

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**From:** mohn@jerrymohn.com  
**Sent:** Thursday, April 1, 2021 10:37 AM  
**To:** mohn@jerrymohn.com  
**Subject:** Temporary Suspension of LOV & Enforcement from the end of the Seawall to 13 mile road  
**Attachments:** Local Govt Memo Temporary Order 3.29.21.pdf; Temporary\_Suspension\_of\_LOV\_and\_Enforcement\_Order.docx.pdf; Galveston Post-Storm LOV.pdf; Galveston Surfside TemporaryOrder FAQ.pdf; Galveston LOV 1-11-21 final draft.kmz

**From District 6 City Council Member Marie Robb to beachside property owner associations from the end of the Seawall to 13 Mile Road.**

**Hello all,**

**First and foremost I want to thank you all for the beautiful Humanitarian Award. I am so honored to have received it and it is truly appreciated.**

**Additionally, I have included the recent information that was sent over from the GLO yesterday. The commissioner of the GLO, George P. Bush, as signed in to affect a Temporary Suspension of LOV & Enforcement this will impact the beachfront area between the end of the seawall to 13 mile road. Essentially, what it means is the GLO is designating a LOV located 200 feet from the MLW line from a survey conducted in mid January 2021. Judging from the maps included below it effects a few of the subdivisions and condos. This puts us in a vulnerable spot going into hurricane season. The city was made aware that this may happen and has stood unified against this action. We made multiple open records requests and also did a resolution requesting the information at the last council meeting. I have included the language below and the email and all of the documents received from the GLO at the bottom of this email.**

**Please make sure you read all attached documents below to have a full understanding and please feel free to call me with questions, 409-256-4518.**

**Texas General Land Office Issues Temporary Suspension of the Line of Vegetation (LOV)**

**The 2020 hurricane season brought an onslaught of particularly damaging effects, especially from Hurricane Laura and Tropical Storm Beta. The Galveston and Surfside areas experienced a loss of beach elevation and a significant loss of dunes and dune vegetation.**

**The Texas General Land Office conducted extensive beach surveys following the storms and determined that the line of vegetation (LOV) had been completely obliterated in certain areas.**

**Due to the damaging effects of the storms and the obliteration of the LOV in some areas, the Texas General Land Office has issued an Order under the authority of Texas Natural Resource Code Sections [61.0171](#) and [61.0185](#) that temporarily suspends the determination of the LOV for two years and suspends certain enforcement actions for removal of houses**

on the public beach for three years in Surfside and in parts of Galveston. This Temporary Order is necessary to give the beach and dune system time to recover naturally from the meteorological events and establish a new line of vegetation. This temporary Order also maintains the status quo for the duration of the order protecting the private property rights of littoral landowners.

Under the Order, for a period of two years, the public beach will extend to a line 200 feet inland from the line of mean low tide as established by a licensed state land surveyor. For permitting purposes, local governments will be required to use 200 feet landward of MLT as the LOV, as applicable depending on the local government's Beach Access & Dune Protection Plan. This Order applies to homeowners, businesses, and local governments during the permitting process.

The establishment of the LOV at 200 feet from mean low tide line will mean that a limited number of homes are now partially or wholly located on the public beach. One of the primary purposes of the Order is to give the beach and natural line of vegetation time to recover rather than seeking immediate enforcement regarding structures located on the public beach. The Order includes a three-year suspension of the ability for the Commissioner to request that the Texas Attorney General's Office file a suit to remove any home from the public beach. The only two exemptions to this rule are that:

1. The house must have been located landward of the natural LOV prior to the meteorological events that are the subject of this Order; and
2. The house must not present an imminent threat to public health and safety.

During the duration of this Order, property owners may make limited repairs to their homes that are seaward of the LOV in accordance with [31 TAC § 15.11](#).

The temporary suspension of the LOV and enforcement Order applies within the Village of Surfside Beach city limits and in the City of Galveston from the western terminus of the Seawall west to 13 Mile Road.

*Thanks,*  
*Marie*  
Marie Robb  
c.409.256.4518

Begin forwarded message:

**From:** Dustin Henry <[DHenry@GalvestonTX.Gov](mailto:DHenry@GalvestonTX.Gov)>  
**Subject:** FW: Temporary Suspension of LOV & Enforcement  
**Date:** March 31, 2021 at 10:09:30 AM MDT  
**To:** Marie Robb - PBW <[marie@marierobb.com](mailto:marie@marierobb.com)>

Hi Councilmember Robb – thanks for the call earlier. Attached is the information we received from Natalie at the GLO yesterday.

There is also a KMZ file attached that you should be able to open up in Google Earth.

You can also find a copy of the Order, maps, and a Frequently Asked Questions doc on this page of the GLO's website: <https://www.glo.texas.gov/coast/coastal-management/lov-resources/index.html>

We added links on the City's Coastal Resources website to direct people to this information as well: <https://www.galvestontx.gov/560/Coastal-Resources-Division>

**Dustin Henry, Coastal Resources and Flood Plain Manager**

Development Services Department

O: 409.797.3660 D: 409.797.3621

[www.galvestontx.gov](http://www.galvestontx.gov)

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**From:** Natalie Bell <[Natalie.Bell@GLO.TEXAS.GOV](mailto:Natalie.Bell@GLO.TEXAS.GOV)>

**Sent:** Tuesday, March 30, 2021 1:04 PM

**To:**

**Subject:** [EXTERNAL] Temporary Suspension of LOV & Enforcement

Good afternoon,

The Commissioner of the Texas General Land Office has issued a Temporary Order under TNRC §§ 61.0171 and 61.0185 suspending determination of the line of vegetation (LOV) and setting the permitting line at 200 feet from mean low tide for two years, and suspending enforcement against certain encroachments on the public beach for three years. The Order applies to portions of Galveston and Brazoria counties; on Galveston Island from the western terminus of the seawall to 13 Mile Road. The Order is effective immediately.

The suspension of determining the location of the LOV and enforcement of structures located within the public beach boundary is primarily needed to allow time for the natural recovery and stabilization of the beach system which may remedy any needs to bring immediate enforcement actions. The Order will suspend enforcement against the potential encroachments on the public beach for three years.

Please note that by statute, the LOV is at 200 feet from mean low tide when it has been obliterated by a storm, even without the order. The purpose of the order is to make it easier for local governments and landowners to determine the location of the LOV, and to provide temporary relief from enforcement against homes determined to be located on the public beach.

Attached you will find an explanatory memo, a copy of the signed Order, the representative maps for the City of Galveston areas affected by the Order, and an FAQ document that we hope assists in answering some common anticipated questions. Regarding the maps, please note that the aerial imagery used is not current and does not reflect conditions on the ground after the storms of 2020. This map represents the location of 200 feet from MLT/MLW at the date of the GLO surveys on January 11, 2021

We will also put this information on our GLO website, along with an FAQ document, to help get this information out to the public. I'll share with you the link to that information once it goes live.

Once you have a chance to review this information, we are available for any questions you may have.

We'd be happy to participate in a conference call as well.

Thank you,

Natalie Bell  
Manager, Beach Access & Dune Protection Program  
Texas General Land Office  
(512) 463-0413

## **Texas General Land Office Issues Temporary Suspension on the Line of Vegetation (LOV)**

The 2020 hurricane season brought an onslaught of particularly damaging effects, especially from Hurricane Laura and Tropical Storm Beta. The Galveston and Surfside areas experienced a loss of beach elevation and a significant loss of dunes and dune vegetation.

The Texas General Land Office conducted extensive beach surveys following the storms and determined that the line of vegetation (LOV) had been completely obliterated in certain areas.

Due to the damaging effects of the storms and the obliteration of the LOV in some areas, the Texas General Land Office has issued an Order under the authority of Texas Natural Resource Code Sections [61.0171](#) and [61.0185](#) that temporarily suspends the determination of the LOV for two years and suspends certain enforcement actions for removal of houses on the public beach for three years in Surfside and in parts of Galveston. This Temporary Order is necessary to give the beach and dune system time to recover naturally from the meteorological events and establish a new line of vegetation. This temporary Order also maintains the status quo for the duration of the order protecting the private property rights of littoral landowners.

Under the Order, for a period of two years, the public beach will extend to a line 200 feet inland from the line of mean low tide as established by a licensed state land surveyor. For permitting purposes, local governments will be required to use 200 feet landward of MLT as the LOV, as applicable depending on the local government's Beach Access & Dune Protection Plan. This Order applies to homeowners, businesses, and local governments during the permitting process.

The establishment of the LOV at 200 feet from mean low tide line will mean that a limited number of homes are now partially or wholly located on the public beach. One of the primary purposes of the Order is to give the beach and natural line of vegetation time to recover rather than seeking immediate enforcement regarding structures located on the public beach. The Order includes a three-year suspension of the ability for the Commissioner to request that the Texas Attorney General's Office file a suit to remove any home from the public beach. The only two exemptions to this rule are that:

1. The house must have been located landward of the natural LOV prior to the meteorological events that are the subject of this Order; and
2. The house must not present an imminent threat to public health and safety.

During the duration of this Order, property owners may make limited repairs to their homes that are seaward of the LOV in accordance with [31 TAC § 15.11](#).

The temporary suspension of the LOV and enforcement Order applies within the Village of Surfside Beach city limits and in the City of Galveston from the western terminus of the Seawall west to 13 Mile Road.

### **FAQ (FREQUENTLY ASKED QUESTIONS)**

- **Why is this action necessary?**

This action is necessary because the LOV was destroyed by Hurricane Laura and Tropical Storm Beta. The Open Beaches Act allows the Texas General Land Office to suspend usual LOV determinations and set the boundary of the public beach at 200 feet from Mean Low Tide for a

period of up to three years to allow for natural recovery of the vegetation line. Simultaneously, the Open Beaches Act also allows the Land Office to suspend requests to the Attorney General's office to remove homes that may now be located seaward of the boundary of the public beach for a period of three years. This is being done in order to maintain the status quo and protect private property rights while giving the beach and dune system time to recover naturally from the meteorological events.

- **How was the line decided upon?**

The temporary line was determined by a licensed state land surveyor through on-the-ground surveys that were conducted by the GLO in January 2021. The survey line located 200 feet from mean low tide marks the minimum extent of the public beach easement where the natural line of vegetation has been obliterated.

- **Where would the LOV be measured if the Commissioner had not issued this Order?**

By statute, the LOV is at 200 feet from mean low tide when it has been obliterated by a storm, even without the order. The purpose of the order is to make it easier for local governments and landowners to determine the location of the LOV, and to provide temporary relief from enforcement against homes determined to be located on the public beach.

- **What areas of the coast are affected?**

The Village of Surfside Beach city limits and the City of Galveston from the western terminus of the Seawall west to 13 Mile Road (See maps below for a more detailed outline).

- **Is the GLO going to remove houses that are seaward of 200 feet from mean low water?**

No. Not at this time. The Order issued by the Land Office suspends the ability to request that the Texas Attorney General's Office file a suit remove a home from the public beach for three years.

- **Will the GLO condemn my house when the three-year period is over?**

The GLO does not have condemnation authority. However, construction is not allowed on the public beach and the GLO is charged with ensuring that existing and new construction does not impact the public's ability to use or access the beach. Typically under the Open Beaches Act, if any portion of a structure is located within the public beach easement, it is considered an encroachment on the easement and may be subject to removal through an enforcement action if the structure is or becomes a health and safety risk or significantly impedes the public's ability to traverse the beach.

- **Does this Order suspend all enforcement action by the GLO for 3 years?**

No, the GLO can still pursue enforcement if you perform construction without a permit or in a manner not compliant with an existing permit. This Order only suspends enforcement for removal of homes or structures that are located on the public beach.

- **May a property owner repair a home that is encroaching on the public beach?**

Yes, in certain cases. However, under the Order and state rules for beachfront construction, there are limitations on what activities may be performed. A homeowner may be eligible to obtain a permit under [31 TAC § 15.11](#) which lays out the following conditions:

1. The line of vegetation establishing the boundary of the public beach has moved as a result of erosion or a meteorological event.
  2. The house was located landward of the line of vegetation before the erosion or meteorological event occurred.
  3. No portion of the house is located seaward of mean high tide.
  4. The house was not damaged more than 50 percent as the result of a meteorological event.
  5. The house does not present an imminent threat to public health and safety.
- **My house is located partially or entirely seaward of the 200 feet from mean low water line, what construction activities can I do?**

A local government may issue a certificate or permit authorizing repair of an eligible house if the local government determines that the repair:

1. is solely to make the house habitable including reconnecting the house to utilities;
2. does not increase the footprint of the house;
3. does not include the use of impervious material, including but not limited to concrete or fibercrete, seaward of the boundary of the public beach;
4. does not include the construction of an enclosed space below the base flood elevation and seaward of the boundary of the public beach;
5. does not include the repair, construction, or maintenance of an erosion response structure seaward of the boundary of the public beach;
6. does not occur seaward of mean high water; and
7. does not include construction underneath, outside or around the house other than for reasonable access to or structural integrity of the house, provided that such repair does not create an additional obstruction to public use of and access to the beach.

In addition, only beach-quality sand may be placed beneath the footprint of an eligible house and in an area up to five feet seaward of the house. The beach-quality sand must remain loose and cannot be placed in bags or other formed containment. The sand must also be an acceptable mineralogy and grain size when compared to the sediments found in the beach/dune system. The use of clay or clayey material is not allowed.

You may repair your septic system if the Texas Commission on Environmental Quality, Texas Department of Health, or a local official has determined that your septic system does not pose a public health and safety risk. Reconnection to water, sewer, electricity, and gas should be coordinated through the local government and must be made in accordance with other applicable laws and local ordinances.

- **What's not allowed in areas seaward of 200 ft from MLT?**
  1. You can't repair, replace, or construct a slab of concrete, fibercrete, or other impervious material.

2. You can't construct a room addition or increase the size of the structure's footprint or construct a new structure.
3. You can't place materials other than beach quality sand on the public beach.

- **What if the 200-foot line goes through my house?**

If the 200-foot line goes through any portion of your house, then your entire house will be limited to only the activities allowed under [31 TAC § 15.11](#). Some construction in areas landward of the public beach is allowed but must comply with the local government's Beach Access & Dune Protection Plan and state rules (see list of allowable construction activities above).

- **May a property owner obtain a permit to build a new habitable structure, if a portion of the footprint is located seaward of the 200-foot line?**

No, new construction of a habitable structure may only be permitted completely landward of the public beach easement, or 200 feet from mean low tide, whichever is farther landward.

- **May I use my own survey to determine the location of 200 feet from mean low tide?**

Yes, you may have an independent survey performed by a licensed state land surveyor. The local government and GLO will consider such surveys on a case by case basis. All surveys must be submitted to the local government and reviewed by the General Land Office.

- **My bulkhead, retaining wall or geotube is exposed and damaged. Can I repair it?**

No. Constructing, repairing, or maintaining a bulkhead, retaining wall erosion response structure or shore protection project on the public beach is prohibited.

- **May dunes be restored seaward of the 200-foot line?**

Only in select areas. Dune restoration projects may be constructed no farther seaward than 20 feet from the post-storm landward boundary of the public beach (which is 180 feet from mean low tide) as long as public beach access is not impacted. Other rules relating to dune restoration in [31 TAC § 15.7\(e\)](#) also apply.

- **I previously received an emergency authorization to restore dunes seaward of the 200-foot line; will the GLO require me to move that restored dune?**

No, the GLO will not require you to move a restored dune as long as the dune restoration work was completed in accordance with the emergency rules and the authorization from the local government and does not interfere with the public's use of the beach.

- **If I restored dunes on the public beach previously or want to restore them in the future, will this change the location of the line of vegetation?**

No, the line of vegetation will be set at 200 feet from Mean Low Tide until the Order expires.

- **Where is the line of vegetation in areas where this Order does not apply?**

The GLO will determine the location of the line of vegetation using its normal criteria under the Open Beaches Act in areas where this Order does not apply. The location of the natural line of

vegetation will be used to determine the landward boundary of the public beach easement, as determined by the GLO.

- **I don't agree with the 200-foot line, what is my recourse?**

The GLO has the authority to set the "line of vegetation," which is the statutory landward boundary of the public beach. The Order is a temporary measure designed to set the landward extent of the public beach following the impacts of a meteorological event. The line is based on the best information and technology available to the GLO. However, you may hire your own licensed state land surveyor to determine the location of the 200-foot line and submit their survey with the construction application to the local government.

- **How do I get a permit to perform construction or dune restoration?**

Apply to your local government for a regular Beachfront Construction Certificate & Dune Protection Permit for all construction projects. The normal permitting process includes a local review of the application and a ten-day review period for the GLO to comment on the proposed small-scale permit application. The local government that issues Beachfront Construction Certificates and Dune Protection Permits in the affected areas are:

City of Galveston: 409-797-3660

Village of Surfside Beach: 979-233-1531



## MEMORANDUM

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

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**Date:** March 29, 2021

**To:** City of Galveston & Village of Surfside Beach

**Subject:** **Temporary Order Suspending Determination of Line of Vegetation and Suspending Enforcement on Certain Encroachments on the Public Beach in portions of Galveston and Brazoria Counties**

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The Commissioner of the Texas General Land Office has issued a Temporary Order under TNRC §§ 61.0171 and 61.0185 suspending determination of the line of vegetation (LOV) and setting the permitting line at 200 feet from mean low tide for two years, and suspending enforcement against certain encroachments on the public beach for three years. The Order applies to portions of Galveston and Brazoria counties, specifically the areas within the boundaries of the Village of Surfside Beach and on Galveston Island from the western terminus of the seawall to 13 Mile Road. The Order is effective immediately.

Last summer and fall, the upper Texas coast experienced several meteorological events that caused significant damage in Galveston and Brazoria counties. In some areas of these counties, the natural LOV was obliterated by the storms. The landward boundary of the public beach is generally marked as the LOV, and the Open Beaches Act (OBA) contains provisions for determining its location. In cases where the LOV has been obliterated by a meteorological event, the commissioner may issue an order temporarily suspending the determination of the LOV for up to three years. For the duration of the order, the public beach extends to a line 200 feet inland from the line of mean low tide, as established by a licensed state land surveyor. Following the expiration of the order of suspension, the commissioner will determine the new location of the landward boundary of the LOV and public beach easement based on a number of statutory factors.

The OBA also gives the commissioner the authority to issue an order temporarily suspending for a period of three years enforcement against certain encroachments on the public beach after a meteorological event. Under TNRC § 61.0185, the commissioner may suspend for a period of three years the submission of a request that the attorney general file a suit to remove a house from a public beach when the LOV has moved as a result of a meteorological event.

Since beachfront construction and dune restoration standards are typically based off the LOV, the temporary order suspending determination of the LOV is needed so local governments can issue permits for beachfront construction in accordance with the local Beach Access and Dune Protection Plans. Construction is not allowed on the public beach, and certain construction activities are prohibited or limited landward of the public beach. The suspension of determining the location of the LOV and enforcement of structures located within the public beach boundary is primarily needed to allow time for the natural recovery and stabilization of the beach system which may remedy any needs to bring immediate enforcement actions. The Order would allow the GLO to reserve making a determination of whether homes are on the public beach until after the expiration of the order suspending LOV determinations in two years and will suspend enforcement against the potential encroachments on the public beach for three years.

For those homes that are located wholly or partially seaward of 200 feet from mean low tide, under the Order and state rules for beachfront construction, there are limitations on what construction activities may be performed on the public beach. A homeowner may be eligible to obtain a permit under [31 TAC § 15.11](#) which lays out the following eligibility conditions:

1. The line of vegetation establishing the boundary of the public beach has moved as a result of erosion or a meteorological event.
2. The house was located landward of the line of vegetation before the erosion or meteorological event occurred.
3. No portion of the house is located seaward of mean high tide.
4. The house was not damaged by more than 50 percent as the result of a meteorological event.
5. The house does not present an imminent threat to public health and safety.

A local government may issue a certificate or permit authorizing repair of an eligible house if the local government determines that the repair:

1. Is solely to make the house habitable including reconnecting the house to utilities;
2. Does not increase the footprint of the house;
3. Does not include the use of impervious material, including but not limited to concrete or fibercrete, seaward of the boundary of the public beach;
4. Does not include the construction of an enclosed space below the base flood elevation and seaward of the boundary of the public beach;
5. Does not include the repair, construction, or maintenance of an erosion response structure seaward of the boundary of the public beach;
6. Does not occur seaward of mean high water; and
7. Does not include construction underneath, outside or around the house other than for reasonable access to or structural integrity of the house, provided that such repair does not create an additional obstruction to public use of and access to the beach.

In addition, only beach-quality sand may be placed beneath the footprint of an eligible house and in an area up to five feet seaward of the house. The beach-quality sand must remain loose and cannot be placed in bags or other formed containment. The sand must also be an acceptable mineralogy and grain size when compared to the sediments found in the beach/dune system. The use of clay or clayey material is not allowed.

**TEXAS GENERAL LAND OFFICE**

In Re: Hurricane Laura and § Before the Commissioner of the  
Tropical Storm Beta § Texas General Land Office  
§ State of Texas

**TEMPORARY ORDER SUSPENDING DETERMINATION OF THE LINE OF VEGETATION  
AND SUSPENDING ENFORCEMENT ON CERTAIN ENCROACHMENTS  
ON THE PUBLIC BEACH**

The Commissioner of the Texas General Land Office (Commissioner) makes the following Findings of Fact and Conclusions of Law in support of this Temporary Order to suspend determination of the line of vegetation (LOV) for two years and to suspend enforcement of the prohibition against certain encroachments on the public beach easement for three years pursuant to Texas Natural Resources Code (TNRC) §§ 61.0171 and 61.0185.

**Findings of Fact**

1. Hurricane Laura made landfall at 1:00 a.m. on August 27, 2020 near Cameron, Louisiana, impacting the upper Texas coast. Tropical Storm Beta made landfall at 10:00 p.m. on September 21, 2020 near Matagorda Peninsula. These two meteorological events resulted in a loss in elevation and a loss of vegetation and dunes in both Galveston and Brazoria Counties.
2. The line of vegetation (LOV) has been obliterated within the city limits of the Village of Surfside Beach and on Galveston Island from the western terminus of the seawall to Thirteen Mile Road by storm tidal surges and overwash from Hurricane Laura and Tropical Storm Beta.
3. A temporary suspension of determination of the line of vegetation and a determination of the boundary of the public beach, setting a line at 200 feet inland from mean low tide, is necessary so local governments can issue permits for beachfront construction in accordance with the local Beach Access and Dune Protection Plans, while preventing construction on the public beach easement.
4. A primary purpose of the temporary suspension of enforcement is to allow natural recovery and stabilization of the beach system prior to enforcing against encroachments on the public beach.
5. GLO staff reviewed the LOV in Brazoria and Galveston Counties multiple times between October 2020 and January 2021 and determined that the LOV had been obliterated as a result of meteorological events.
6. In some areas, a common law public beach easement or other easement exists that extends landward of the area that is 200 feet landward of mean low tide.

**Conclusions of Law**

1. The General Land Office has jurisdiction over this matter pursuant to the Open Beaches Act, TNRC Chapter 61, and the Dune Protection Act, TNRC Chapter 63.
2. Pursuant to TNRC § 61.0171, the Commissioner is authorized to issue a temporary order suspending action on conducting a line of vegetation determination for a period of up to three years from the date

the Order is issued since the Commissioner has determined that the line of vegetation was obliterated as a result of Hurricane Laura and Tropical Storm Beta. For the duration of the Order, the landward boundary of the public beach extends from the line of mean low tide (MLT) to a line 200 feet inland from MLT as established by a licensed state land surveyor.

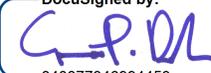
3. Pursuant to TNRC § 61.0185, the Commissioner is authorized to issue a temporary order suspending, for a period of three years from the date the order is issued, the submission of a request that the attorney general file a suit under TNRC § 61.018(a) to obtain a temporary or permanent court order or injunction, either prohibitory or mandatory, to remove a house from a public beach if the Commissioner determines that the line of vegetation establishing the boundary of the public beach has moved as a result of a meteorological event, the house was located landward of the natural line of vegetation before the meteorological event, and the house does not present an imminent threat to public health and safety.
4. The boundary of the public beach easement established by this Order establishes a minimum landward boundary of the public beach and does not supersede all or any portions of an easement existing prior to the issuance of this Order to the extent such right of the public that has been established by prescription, dedication, presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom. A public beach easement or other easement that extends beyond 200 feet landward of MLT cannot be ceded under common law.
5. No construction of habitable structures is allowed on the public beach easement, whether the portion from MLT to 200 feet landward or farther landward in places with a public beach easement or other easement that extends beyond the 200-foot line. Construction may be allowed as specified in 31 TAC §§ 15.7(e) and 15.11.

It is accordingly **ORDERED** that:

1. Action on conducting a line of vegetation determination is suspended for a period of two years from the date of this Order within the Village of Surfside Beach city limits and from the western terminus of the Seawall west to Thirteen Mile Road on Galveston Island. For the duration of the order, the public beach shall extend to a line 200 feet inland from the line of mean low tide (MLT) as established by a licensed state land surveyor.
2. The area from MLT to 200 feet landward shall be the minimum public beach easement. The public beach easement or another easement may extend further landward than the line established at 200 feet from MLT in some areas if a public beach easement as set forth in TNRC § 61.011 existed in those areas prior to the issuance of this Order.
3. For permitting purposes, local governments shall use 200 feet landward of mean low tide as the LOV, as applicable depending on the local government's plan, for two years.
4. Action on the submission of a request that the attorney general file a suit to obtain a court order to remove a house from a public beach is suspended for a period of three years from the date of this Order. For the duration of the Order, the authority of the GLO or other local government to submit a request that the attorney general file a suit under TNRC § 61.018(a) to obtain a temporary or permanent court order or injunction, either prohibitory or mandatory, to remove a house from a public beach is suspended unless the Commissioner determines that the house presents an imminent threat to public health and safety or that the house was not located landward of the natural line of vegetation before Hurricane Laura or Tropical Storm Beta.

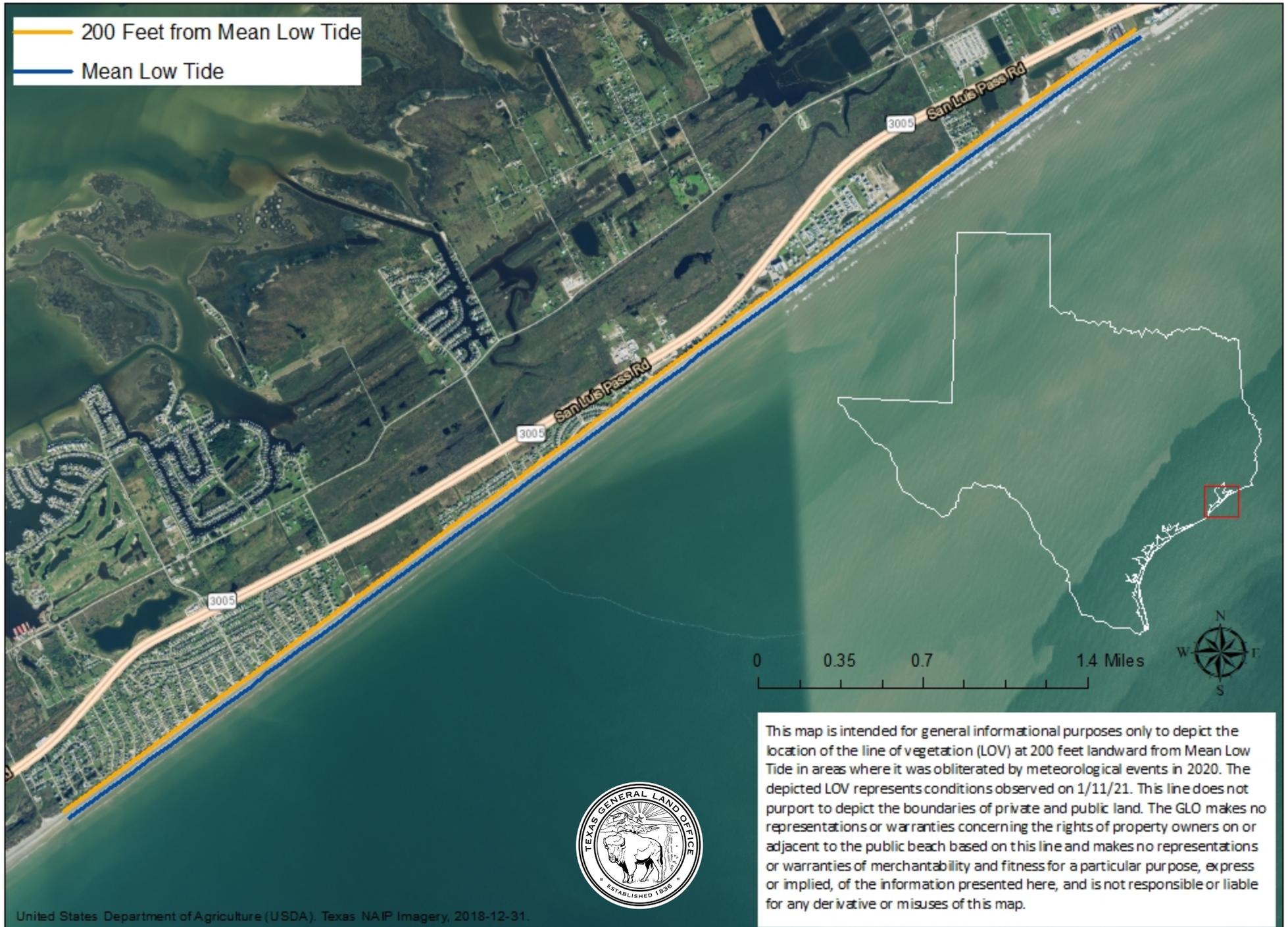
5. Notice of this Temporary Order shall be:
  - a. posted on the Internet website of the GLO;
  - b. published by the GLO as a miscellaneous document in the *Texas Register*;
  - c. filed for record by the land office in the real property records of the county in which the areas of beach subject to the order are located; and
  - d. sent to the governing body of each local government to which this order applies.
9. The Temporary Order suspending determination of the LOV will expire two years from the date the Order is issued. The Temporary Order suspending enforcement of the prohibition against certain encroachments on the public beach easement will expire three years from the date it is issued.
10. Should any part of this Temporary Order be determined by a court of competent jurisdiction to be invalid, the validity of the remaining parts of this Order shall remain unaffected.

SIGNED this 29th day of March, 2021, in Austin, Texas.

DocuSigned by:  
  
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GEORGE P. BUSH  
Commissioner, General Land Office



# Temporary Post-Storm Line of Vegetation 1-11-2021

City of Galveston





# Temporary Post-Storm Line of Vegetation 1-11-2021

City of Galveston



# Temporary Post-Storm Line of Vegetation 1-11-2021

City of Galveston









# Temporary Post-Storm Line of Vegetation 1-11-2021

City of Galveston



United States Department of Agriculture (USDA). Texas NAIP Imagery, 2018-12-31.



This map is intended for general informational purposes only to depict the location of the line of vegetation (LOV) at 200 feet landward from Mean Low Tide in areas where it was obliterated by meteorological events in 2020. The depicted LOV represents conditions observed on 1/11/21. This line does not purport to depict the boundaries of private and public land. The GLO makes no representations or warranties concerning the rights of property owners on or adjacent to the public beach based on this line and makes no representations or warranties of merchantability and fitness for a particular purpose, express or implied, of the information presented here, and is not responsible or liable for any derivative or misuses of this map.



# Temporary Post-Storm Line of Vegetation 1-11-2021

City of Galveston



— 200 Feet from Mean Low Tide  
— Mean Low Tide



This map is intended for general informational purposes only to depict the location of the line of vegetation (LOV) at 200 feet landward from Mean Low Tide in areas where it was obliterated by meteorological events in 2020. The depicted LOV represents conditions observed on 1/11/21. This line does not purport to depict the boundaries of private and public land. The GLO makes no representations or warranties concerning the rights of property owners on or adjacent to the public beach based on this line and makes no representations or warranties of merchantability and fitness for a particular purpose, express or implied, of the information presented here, and is not responsible or liable for any derivative or misuses of this map.









# Temporary Post-Storm Line of Vegetation 1-11-2021

City of Galveston



# Temporary Post-Storm Line of Vegetation 1-11-2021

City of Galveston





CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	5,861.80'	1°07'30"	115.10'	N 58°17'52" E	115.10'
C2	5,861.80'	1°20'47"	137.76'	N 57°03'44" E	137.76'
C3	5,861.80'	1°27'43"	149.57'	N 55°39'28" E	149.57'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 58°51'38" E	21.30'



SCALE: 1" = 30'



The Mean High Water Line and the Mean Low Water Line depicted hereon were located on March 18, 2021, and are referenced to the tide gauge located at the Galveston Pleasure Pier (NOAA ID# 8771510). The location of the MHW and MLW were determined by transferring the NOAA determined MHW and MLW elevations that are published for the N.G.S. Monument "WALL" (PID AW0588) to the site using RTK GPS techniques. The elevation used for the N.G.S. Monument "WALL" is 14.11 feet, the elevation used for the Mean High Water is 1.17 feet, and the elevation used for Mean Low Water is -0.30 feet.

Survey of Three Tracts:  
 Tract "A" of RIVIERA SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 88, of the Map Records in the Office of the County Clerk of Galveston County, Texas.  
 Tract "C" of RIVIERA SUBDIVISION, ADDITION NO. 1, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 159, of the Map Records in the Office of the County Clerk of Galveston County, Texas.  
 Lot 1, in Block 1 of WEST BEACH GRAND SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 216, of the Map Records in the Office of the County Clerk of Galveston County, Texas.  
 I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

*Brian S. House*  
 Brian S. House  
 Registered Professional  
 Land Surveyor No. 6520



SURVEY DATE: MARCH 18, 2021  
 FILE No.: 6153-0000-0101-000  
 DRAFTING: ATC/AM  
 JOB No.: 21-0168



GALVESTON OFFICE  
 Registration Number: 10193855  
 (409) 740-1517 www.hightidelandsurveying.com  
 6017 HARBORSIDE DRIVE | GALVESTON, TX 77554  
 Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

- NOTES:
- 1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.
  - 2) This property is subject to any restrictions of record as established by the City, Plat, or Subdivision Covenants and Restrictions; may also be subject to easements and setbacks for utility services and power lines as individually recorded or established by GSHK (call your power company).
  - 3) Bearings based on Monumentation of South R.O.W. line of F.M. 3005, being a found 1" pipe at the NE corner of Lot 1, in Block 1 of West Beach Grand Subdivision, and a found 1" pipe at the NW corner of Tract "A" of Riviera Subdivision.
  - 4) Elevations are shown in feet above Mean Sea Level NAVD 88 Datum as tied to NGS Monument H23D 82.
  - 5) Surveyed without benefit of a Title Report.