

CONDOMINIUM DECLARATION

FOR

THE VICTORIAN

Galveston County, Texas

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 THE VICTORIAN

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CONDOMINIUM DECLARATION

FOR

THE VICTORIAN

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

THAT, WHEREAS A.S.C. VERSAILLES RESORT, INC., A Texas corporation, having its principal office at 5858 Westheimer Road, # 506, Houston, Texas 77057, hereinafter called "Declarant", is the Owner of certain real property situated in the County of Galveston, State of Texas, being described more fully on Exhibit "A", which by this reference is made a part hereof; and

WHEREAS, Declarant desired to establish a Condominium Regime under the Condominium Act of the State of Texas, Article 1301a, Revised Civil Statutes of Texas, herein called the "Act"; and

WHEREAS, Declarant has prepared plans for the construction of a cluster of six (6) multifamily Buildings and other improvements appurtenant thereto on the Property described in said Exhibit "a", which when completed shall consist of two hundred five (205) separately designated Condominium Residential Units and two (2) Condominium Commercial Units which will be known as THE VICTORIAN; and

WHEREAS, Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the area or space contained in each of the Units, herein called the "Condominium Regime", in the six (6) Buildings and the co-ownership by the individual and separate Unit Owners thereof, as tenants in common, of all the remaining property, which includes both Limited Common Elements and General Common Elements, as hereinafter defined in Paragraph 1.1 hereof, and which are hereinafter collectively referred to as the 'Common Elements' or

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“Common Areas”.

NOW, THEREFORE, Declarant does hereby submit the real property described on the attached Exhibit “A”, and all improvements thereon, to the provisions of the Act and the Condominium Regime, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and to any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

## ARTICLE I

### DEFINITIONS AND TERMS

1 . 1 DEFINITIONS OF TERMS. As used in this agreement, the following terms shall have the following meanings unless the context shall expressly provide otherwise:

- a. “Board” or “Board of Directors” shall refer to the Board of Directors of THE VICTORIAN OWNERS ASSOCIATION. INC.
- b. “Common Assessment” means the charge against each Unit Owner and his Unit, representing a portion of the total costs to the Association of maintaining, improving, repairing, replacing, managing and operating the Property, which are to be paid uniformly and equally by each Unit Owner of the Association, as provided herein. This shall also include charges assessed against each Unit Owner to maintain a reserve for replacement fund and to cover costs incurred by the Association to participate in any condemnation suit, as provided in Paragraph 6.3 hereof.
- c. “Common Elements” means and includes all of the Property described in Exhibit “A”, and all of the improvements thereto and thereon located, excepting all Units. Common Elements shall consist of the General Common Elements and the Limited Common Elements.
- d. “Common Expenses” means and includes:

- (1) All sums lawfully assessed against the Common Elements by the Managing Agent or

Board;

(2) All expenses of administration and management, maintenance, operation, repair or replacement of and addition to the Common Elements (including unpaid special assessments);

(3) Expenses agreed upon as Common Expenses by the Unit Owners; and

(4) Expenses declared to be Common Expenses by this Declaration or by the By-Laws.

e. "Completed Unit" means a completely finished Unit, including, but not limited to, the installation of all appliances and utilities, rendering it ready for occupancy by an Owner other than the Declarant.

f. "Condominium Commercial Unit" or "Commercial Unit" shall mean an individual Unit used for business or commercial purposes unless converted into a Condominium Residential Unit or Units by amendment to the Condominium Declaration. Each Condominium Commercial Unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within a Condominium Commercial Unit constitute a part of the Common Elements up to the unpainted finished surface of said walls. All doors, be they glass or otherwise, which are in the perimeter walls of the Condominium Commercial Unit shall be deemed a part of the Condominium Commercial Unit up to the exterior unfinished surface thereof. Each Condominium Commercial Unit includes the undivided interest appurtenant to said Unit, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets regardless of location constitute part of the Common Elements. The Units are separately submetered and charges are collected in accordance with Article V hereof.

g. "Condominium Owners Association" or "Association" means THE VICTORIAN OWNERS ASSOCIATION, INC., a Texas non-profit corporation, the By-Laws of which shall govern the administration of this Condominium Property and the membership of which shall be composed of all the Owners of the Condominium Units according to such By-Laws.

h. "Condominium Residential Unit" or "Residential Unit" shall mean a Unit used as a single-family



residence. The boundaries of each such Unit space shall be and are the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, and doors and door frames and trim and the space includes both the portions of the Building so described and the air space so encompassed, excepting the Common Elements. In interpreting deeds, mortgages, deeds of trust and other instruments, the existing physical boundaries of the Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries regardless of settling, rising or lateral movement of the Building and regardless of variances between boundaries shown on the Plat and those of the Building. The individual ownership of each apartment space herein defined shall further include the interior construction, partitions, appliances, fixtures and improvements which are intended to exclusively serve such Unit space, such as interior room walls, floor coverings or finish, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures and other separate items or chattels belonging exclusively to such Unit, any of which may be removed, replaced, disposed of or otherwise treated without affecting any other Unit space or the ownership, use or enjoyment thereof.

- i. “Condominium Unit” shall mean an individual Unit together with the interest in the Common Elements (General or Limited) appurtenant to such Unit.
- j. “Construction Period” means that period of time during which Declarant is developing the Premises and selling the Condominium Units, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Condominium Units, including all Units annexed to this Condominium Regime pursuant to the provisions of Paragraph 2.11 hereof.
- k. “Declarant” shall mean A.S.C. VERSAILLES RESORT, INC., a Texas corporation, or its successors or assigns, who is developing the Property as a condominium.
- l. “Declaration” shall mean this Condominium Declaration instrument as the same may be amended pursuant to Paragraph 2.11 hereof.
- m. “General Common Elements” means a part of the Common Elements and includes:

- (1) The real property described in Exhibit "A" attached hereto;
- (2) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways and entrances and exits or communicationways;
- (3) All basements, roofs, yards and gardens, except as otherwise herein provided or stipulated;
- (4) All premises for the lodging of janitors or persons in charge of the Buildings, except as otherwise herein provided or stipulated;
- (5) All compartments or installations of central services, such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating reservoirs, water tanks and pumps, swimming pools, cabanas, picnic area, terrace, lobby, storage spaces, tennis courts, and the like;
- (6) All elevators and shafts, and, in general, all devices or installations existing for common use; and
- (7) All other elements of the Buildings desirably or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Regime established by this declaration.

n. "Lienholder" and "First Mortgagee" shall mean the holder of a first mortgage lien on any Unit in the Condominium Project.

o. "Limited Common Elements" means and includes those Common Elements which are reserved for the exclusive use of an individual Owner of a Unit or a certain number of individual Owners of Units, for the exclusive use of those Owners, which may include:

- (1) "Air Handlers, pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries;

(2) Balcony or patio structures serving exclusively a single Unit or one (1) or more adjoining Units; and

p. “Majority of Unit Owners” means those Owners with fifty-one percent (51%) of the votes entitled to be cast.

q. “Occupant” means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

r. “Owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns, of record, title to one (1) or more Condominium Units.

s. “Plat”, “Survey Map”, “Map” and “Plans” mean or include the engineering survey of the land, locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of, or all of, the improvements, same being herewith filed, consisting of \_\_\_\_\_ sheets, labeled Exhibit “B” and incorporated herein. It is expressly agreed and each and every Purchaser of a Unit, his heirs, executors, administrators, assigns and grantees hereby agree that the square footage, size and dimensions of each Unit as set out or shown in this Declaration or in the survey Plats exhibited hereto are approximate and are show for descriptive purposes only. The Developer does not warrant, guarantee or represent that any Unit actually contains the area, square footage or dimensions shown by the Plat thereof. Each Purchaser and Owner of a Unit or interest therein agrees that the Unit has been or will be purchased as actually and physically existing at the time such purchase is closed. Each Purchaser of a Unit expressly waives any claim or demand which he may have against the Developer or any person whatsoever on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the respective Plat thereof exhibited hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust and other instruments for any purposes whatsoever or in connection with any matter, the existing physical boundaries of the Unit shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movements of the Building, and regardless of variances between boundaries

as shown on the Plat and those of the Buildings.

t. "Premises", "Project", or "Property" means and includes the land, the Buildings and all improvements and structures thereon and all rights, easements and appurtenances belonging thereto.

u. "Special Assessments". In addition to the common assessments described above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of deferring, in whole or in part:

(1) The cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; or

(2) The expense of any other contingencies or unbudgeted costs; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the Common Elements owned by each. The Association, after due notice and hearing, shall also have the authority to establish and fix a special assessment upon any Unit to secure the liability of the Owner of such Unit to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Special assessments may be billed or collected on a monthly basis. The above mentioned liability of any Owner is to be established as set forth in this Declaration.

v. "Unit" shall mean the elements of an individual Condominium Unit which are not owned in common with the Owners of the other Condominium Units in the Project as shown on the Maps, which are exhibits attached hereto, and each Unit shall include the air space assigned thereto. The boundaries of each such Unit shall be and are the interior surfaces of the perimeter wall, floors, ceilings, window frames, doors, and door frames and trim; and the space includes both the portions of the Building so described and the air space so encompassed, excepting the Common Elements. In

interpreting deeds, mortgages, deeds of trust and other instruments, the existing physical boundaries of the Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries, regardless of settling, rising or lateral movement of the Building and regardless of variances between boundaries shown on the Plat and those of the Building. The individual ownership of each Unit space herein defined shall further include the interior construction, partitions, appliances, fixtures and improvements which are intended to exclusively serve such Unit space, such as interior room walls, floor coverings or finish, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures and other separate items or chattels belonging exclusively to such Unit, any of which may be removed, replaced, disposed of or otherwise treated without affecting any other Unit space or ownership, use or enjoyment thereof. None of the land in this Project on which any Unit space or patio space is located shall be separately owned, as all land in this Project shall constitute part of the "Common Elements" of the Property as herein defined, and shall be owned in common by the Owners of the Units in this Condominium Project. It is intended the term "Unit", as used in this Declaration, shall have the same meaning as the term Apartment" as used in the Act.

## ARTICLE I I

### CONDOMINIUM UNIT DESIGNATIONS AND DESCRIPTIONS

2 . 1 RECORDATION OF PLAT. The Plat shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any Condominium Unit. Such Plat consists of and sets forth:

- a. The legal description of the surface of the land;
- b. The linear measurements and location, with reference to the exterior boundaries of the land, of the Buildings and all other improvements constructed, or to be constructed, on said land by Declarant;
- c. The exterior boundaries and number of each Unit, expressing its square footage, and any other data necessary for its identification, which information will be depicted by a Plat of such floor of each

Building knowing the letter of the Building, the number of the floor and the number of the Unit; and

d. The location of the Limited Common Elements.

2 . 2 DESIGNATION OF UNITS. The Property is hereby divided into two hundred five (205) Residential and two (2) Commercial separately designated Units contained within the six (6) Buildings Each Unit is identified by number and each Building is identified by letter on the Map. The remaining portion of the Premises, referred to as the Common Elements, shall be owned in common by the Owners. The Owners of each Unit shall own an undivided interest in said Common Elements, the percentage or fraction thereof for each Unit being as shown on the attached Exhibit "C".

2 . 3 LIMITED COMMON ELEMENTS. Portions of the Common Elements are set aside and reserved for the exclusive use of the individual Owners, such areas being Limited Common Elements. The Limited Common Elements reserved for the exclusive use of the individual Owners are the patio and balcony structures. Such spaces and structures are allocated and assigned by the Declarant to the respective Units, as indicated on the Plat. Such Limited Common Elements shall be used in connection with the particular Unit, to the exclusion of the use thereof by the other Owners, except by invitation.

2 . 4 REGULATION OF COMMON AREAS. Portions of the Common Areas are intended as recreation areas, and are improved with green areas, picnic area, tennis courts, swimming pools, cabanas, terrace, lobby, general storage areas, laundry rooms and other facilities. Reasonable regulations governing the use of such facilities by Owners and by their guests and invitees shall be promulgated by the Declarant, or by the Board of Directors of the Association after the same has been elected. Such regulations shall be permanently posted at the office and/or elsewhere in said recreational areas, and all Owners shall be furnished with a copy thereof. Each Owner shall be required to strictly comply with said Rules and Regulations, and shall be responsible to the Association for the compliance therewith by the members of their respective families, relatives, guests or invitees, both minor and adult. In addition, approval by sixty-six and two thirds (66 2/3%) of the Owners will be necessary to force the removal of the commercial laundry equipment located on the Project.

2 . 5 INSEPARABLE UNITS. Each Unit and its corresponding pro-rata interest in and to the Common Elements appurtenant thereto shall be inseparable and may not be conveyed, leased or encumbered separately, and shall at all times remain indivisible.

2 . 6 DESCRIPTIONS. Every deed, lease, mortgage, trust deed or other instrument may legally describe a Condominium Unit by its identifying Building letter and Unit number, as shown on the Map, followed by the words THE VICTORIAN and by reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the Common Elements.

2 . 7 ENCROACHMENTS. If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion or portions of a Unit or Units encroach upon the Common Elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. A valid easement also exists to that portion of the General Common Elements and of the Limited Common Elements occupied by any part of an Owner's Unit not contained within the physical boundaries of such Unit, including, but not limited to, space occupied by heating and air conditioning equipment, utility lines and similar equipment which serves only one (1) Unit. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or the individual Units.

2 . 8 GOVERNMENTAL ASSESSMENT. Declarant shall give written notice to the Assessor's Office of the creation of Condominium Ownership of this Property, as is provided by law, so that each Unit and its percentage or fraction of undivided interest in the Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation.

2 . 9 USE AND OCCUPANCY RESTRICTIONS.

a. Subject to the provisions of this Declaration and By-laws, no part of a Residential Unit may be used for purposes other than housing and the related common purposes for which the Property was designed. Each Residential Unit or any two (2) or more adjoining Residential Units used together shall be used for residential purposes or such other uses permitted by this Declaration, and for no other purposes. The foregoing

restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from:

- (1) Renting his individual Unit
- (2) Maintaining his personal professional library;
- (3) Keeping his personal business or professional records or accounts; or
- (4) Handling his personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

b. Each Condominium Commercial Unit shall be occupied as an office or mercantile establishment by the record Title Holder of said Unit and shall be used by the Licensee and patrons. The use of the Condominium Commercial Unit shall at all times comply with the various ordinances and zoning regulations promulgated by the City of Galveston and the various rules and regulations promulgated by the Board of Directors of the Association. Neither the record Title Holder of the Unit nor its agents, servants, invitees, lessees, licensees and patrons shall use the Unit either on a permanent or temporary basis (to include one (1) night), as a sleeping accommodation. Except as reserved to Declarant, no Commercial Unit shall be divided or subdivided into smaller Units nor any portion sold or otherwise transferred. This Paragraph shall not prohibit a Condominium Commercial Unit Owner from leasing his Unit provided the Unit Owner complies with this Article II. If he so desires, a Commercial Unit Owner may convert his Commercial Unit into a Residential Unit by unilaterally amending this Declaration, as provided in paragraph 8.1 hereof.

c. The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, receiving rooms, lobby, terrace, storage spaces, laundry rooms, cabanas, swimming pools, tennis courts, picnic area, and any other areas designed for specific use shall be used for the purposes approved by the Board. The guests, invitees, patrons and occupants of Condominium Commercial Unit Owners shall not use or enjoy any recreational facilities of the Common Elements.



d. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owners, and may be subject to lease, concession or easement, presently in existence or entered into by the Board at some future time.

e. Without limiting the generality of the foregoing provisions of this Paragraph 2 . 9 use of the Property by the Unit Owners shall be subject to the following restrictions:

(1) Nothing shall be stored in the Common Elements without prior consent of the Board, except in storage areas or as otherwise herein expressly provided;

(2) Nothing shall be done or dept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board.

No Unit Owner shall permit anything to be done or dept in his Unit or the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which will be in violation of any Law;

(3) No waste shall be committed in or on the Common Elements;

(4) Subject to Declarant's rights under Paragraph 2.9e (14) (d) of this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or Common Elements without the prior written consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction;

(5) No noxious or offensive activity shall be carried on, in or upon the Common Elements, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Unit Owner. No loud noises or noxious odors shall be permitted on the Property, and the Board shall have the right to determine in accordance with the By-Laws if any such noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or

other items which may unreasonably interfere with television or radio reception of any Unit Owner in the Property, shall be located, used or placed on any portion of the Property or exposed to the view of other Unit Owners without the prior written approval of the Board;

(6) Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board;

(7) No Structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof;

(8) No Rubbish, trash or garbage or other waste material shall be kept or permitted upon any Unit or the Common Elements, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity thereof or to its Occupants. There shall be no exterior fires whatsoever except in areas designated by the Association. No clothing or household fabrics shall be hung, dried or aired in such a way in the Property as to be visible to other Property and no lumber, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property, except within an enclosed structure or if appropriately screened from view;

(9) No Unit Owner shall park, store or keep any vehicle, except wholly within the parking space designated therefor, and any inoperable vehicle shall not be stored in a parking space or within the Common Elements in general. No Unit Owner shall park, store or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck and any other vehicle equipment, mobile or otherwise,

deemed to be a nuisance by the Board), or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle deemed to be a nuisance by the Board). No Unit Owner shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Common Elements. Parking spaces shall be used for parking purposes only;

(10) Except within individual Units, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board;

(11) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking space to a point outside the Property, or from a point outside the Property directly to a parking space;

(12) No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements.

(13) Every lease on a Unit shall provide that the lessee shall be bound by and subject to all of the obligations under the Declaration and By-Laws, of the Unit Owner making such lease and failure to do so shall be a default thereunder. The Unit Owner making such lease shall not be relieved thereby from any of said obligations; and

(14) In order that Declarant may establish the Property as a fully occupied Condominium, no Unit Owner nor the Association shall do anything to interfere with, and nothing in the Declaration shall be understood or construed to:

- (a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing in any Unit owned by them whatever they determine to be necessary or advisable in connection with the completion of any work thereon;
- (b) Prevent Declarant, its successors or assigns, or its or their representatives,

from erecting, constructing and maintaining on the Common Elements or any Unit owned or controlled by Declarant, its successors or assigns, or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing any work and establishing the Property as a Condominium and disposing of the same by sale, lease or otherwise;

(c) Prevent Declarant, its successors or assigns, or its or their representatives, from maintaining a Sales Office and maintaining and showing model Units to aid in the marketing of the Units during the Construction Period; or

(d) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from maintaining such sign or signs for marketing of Units in the Property.

2 . 10 RESERVATION OF VARIANCE. Notwithstanding any provision of this Declaration to the contrary, the Declarant reserves unto itself the exclusive right to amend the Condominium Plat and to vary the size, shape, physical lay-out or location of the unsold Units and to correspondingly adjust the sales price and the percentage or fraction of ownership of the Common Elements of the respective Units remaining unsold. Such adjustment in the percentage or fraction of ownership of the Common Elements will only affect those Units owned by the Declarant, and will not change or affect the percentage or fraction of ownership of any other Unit. This reservation shall be effective for the annexed and merged Condominium Regime but shall not work to readjust or reallocate any vested interests in the Common Elements appurtenant to any sold Units.

2 . 11 RESERVATION OF RIGHT OF MERGER AND ANNEXATION.

a. For a period of five (5) years from the date of recordation of this Declaration, the Declarant reserves the right, authority and power to annex the adjoining land described in the attached Exhibit "D" for the purpose of establishing, annexing and merging one (1) additional Condominium Regime. It is contemplated that Declarant will annex approximately one hundred twenty-six (126) additional Units to the Project, but nothing contained herein shall restrict Declarant to this number of Units or obligate Declarant to annex this

number of Units. The one (1) Regime shall, notwithstanding Paragraph 2,10 hereof, conform in basic respects to the general restrictions, limitations and benefits contained in this Declaration. The intended improvements in the future annexation tract must be substantially completed prior to annexation. Upon the recordation of a Condominium Declaration Supplement or Declaration of Annexation and Merger in compliance with paragraph 2.11, this Declaration shall further apply to and affect all of the Property described in this Declaration and the Property described in such Declaration Supplement or Declaration of Annexation and Merger, and shall also bind all Owners of any part of the subsequent Regime with the same effect as if the Regime was originally subject to and described in this Declaration. Thereafter, the powers and responsibilities of the Board and Association shall be coextensive with regard to all Property included within the expanded Condominium and the Board and Association shall, pursuant to the provisions of this Declaration, constitute the Board and Association for the entire Condominium, as expanded. The rights, obligations and duties of each Owner shall be the same and identical to the rights, obligations and duties of the Owners prior to recordation of such Declaration Supplement or Declaration of Annexation and Merger, except as each Owner's percentage or fraction of ownership interest may be modified as herein provided.

b. The Association shall continue to maintain one (1) Common Expense Fund for the collection and disbursement of monies as required and permitted hereby for the maintenance, repair, replacement and operation of the expanded Condominium and in all respects and meanings, the Condominium, as expanded, shall be deemed to be a single Condominium Project for the purposes of and in accordance with the provisions of this Declaration and the Act.

c. The annexation and merger shall entail Buildings, amenities and Units of comparable design, size and quality and shall be accomplished by the filing of an appropriate Declaration Supplement or Condominium Declaration of Annexation and Merger. Said document shall be recorded in the Condominium Records of Galveston County, Texas, which will, inter alia:

- (1) Be executed by only the Declarant or its successors or assigns;
- (2) Contain a legal description of the land to be annexed to the Condominium;

- (3) Contain a sufficient description of the Units built or to be built on the annexed land;
- (4) Contain a reallocation of percentage or fraction of ownership interest in the Common Areas (as expanded by annexation) among all Units in the Condominium. Such reallocation will be calculated by determining the square footage of the individual Units in proportion to the new total square footage of all the Units; and
- (5) Any other information required by law or necessary to effectuate the intent of this Article.

ARTICLE III

RIGHTS AND OBLIGATIONS OF OWNERSHIP

3 . 1 OWNERSHIP. A Condominium Unit will be a fee simple estate and may be held and owned by any person, firm, corporation or other entity singularly, as joint tenants, as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

3 . 2 PARTITION. The Common Elements (both General and Limited) shall be owned in common by all of the Owners of the Condominium Units and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements other than that as specifically provided for hereinafter in Paragraph 6.2, "Judicial Partition". Nothing contained herein shall be construed as limitation of the right of partition of a Condominium Unit between the Owners thereof, but such partition shall not affect any other Condominium Unit.

3 . 3 EXCLUSIVENESS OF OWNERSHIP. Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the Common Elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

3 . 4 ONE-FAMILY RESIDENTIAL DWELLING. Each Condominium Residential Unit shall be occupied and used or leased by the Owner only as and for a residential dwelling for the Owner, his family, his social guests or his tenants.

3 . 5 MECHANIC'S AND MATERIALMAN'S LIENS. No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall

be the basis for filing of a lien against the Common Elements owned by such other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

3 . 6 RIGHT OF ENTRY. The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

3 . 7 OWNER MAINTENANCE. An Owner shall maintain and keep in repair the interior, and patio and/or balcony space of his own Unit, including the fixtures thereof. All Fixtures and equipment installed with the Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the Unit, shall be maintained and kept in repair by the Owner thereof; and an Owner shall be obliged to promptly repair and replace any broken or cracked glass in windows and doors. An Owner shall be totally responsible for his own heating and cooling system.

3 . 8 ALTERATION. An Owner shall do no act nor any work that will impair the structural soundness and integrity of the Building or impair any easement or hereditament. No Owner shall in any way alter, modify, add to or otherwise perform any work whatever upon any of the Common Elements, Limited or General, without the prior written consent and approval in writing by the Board of Directors. Any such alteration or modification shall be in harmony with the external design and location of the surrounding structures and topography, and shall not be considered until submission to the Association of complete plans and specifications showing the nature, kind, shape, size, materials, color and location for all proposed work. The Board shall have the obligation to answer within thirty (30) days after receipt of notice of the proposed alterations. Failure to so answer within the stipulated time shall mean that there is no objection to the proposed alteration or modification. During the Construction Period, Declarant shall have the sole right to approve or reject any plans and specifications submitted for consideration by an Owner.

3 . 9 RESTRICTION OF OWNERSHIP. As a restriction of the ownership provisions set forth in Paragraph

1.1v, "Unit", an Owner shall not be deemed to own the unfinished surfaces of the perimeter walls, floors, ceilings and roofs surrounding his Unit, nor shall such Owner be deemed to own the utilities running through his Unit which are utilized for, or serve, more than one (1) Unit, except as a tenant in common with the other Owners. An Owner shall be deemed to own and shall maintain the inner, finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows and other such elements consisting of paint, wallpaper and other such finishing material.

3 . 10 LIABILITY FOR NEGLIGENT ACTS. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, and is not covered or paid for by insurance either on such Unit or the Common Elements, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject, pursuant to Article IV hereof. Such liability is limited to the liability Owner has under Texas law.

3 . 11 SUBJECT TO DECLARATION AND BY-LAWS. Each Owner and the Association shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in proper case, by an aggrieved Owner against another Owner or against the Association.

#### ARTICLE I V

##### MANAGEMENT AND ADMINISTRATION

4 . 1 BY-LAWS. The administration of this Condominium Property shall be governed by the By-Laws of THE VICTORIAN OWNERS ASSOCIATION, INC., a non-profit corporation, referred to herein as the "Association". An Owner of a Condominium Unit, upon becoming an Owner, shall be a Member of the Association and shall remain a Member for the period of his ownership. The Association shall be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the By-Laws. In addition, the Association shall enter into a management agreement upon the terms and conditions established in the By-Laws, and said management agreement shall be consistent with this Declaration.



4 . 2 DECLARANT CONTROL. Paragraph 4.1 notwithstanding, and for the benefit and protection of the Unit Owners and any First Mortgagees of record for the sole purpose of insuring a complete and orderly buildout as well as a timely sellout of the Condominium Project, including the annexation as provided in Paragraph 2.11, the Declarant will retain control of and over the Association for a maximum period not to exceed June 1, 1987, or upon the sale of seventy-five percent (75%) of the Units, including the annexation, or when in the sole opinion of the Declarant, the Project becomes viable, self-supporting and operational, whichever occurs first (1<sup>st</sup>). It is expressly understood, the Declarant will not use said control for any advantage over the Unit Owners by way of retention of any residual rights or interests in the Association or through the creation of any management agreement with a term longer than three (3) years without majority Association approval upon relinquishment of Declarant control. Should Declarant elect not to annex the adjoining tract, then its control shall extend no longer than three (3) years from the recordation of this Condominium Declaration. In no event shall control extend beyond June 1, 1987, if the proposed phase is annexed and incorporated hereinto by merger. At the end of the Declarant Control Period, the Declarant, through the Board of Directors, shall call the first (1<sup>st</sup>) annual meeting of the Association.

4 . 3 TEMPORARY MANAGING AGENT. During the period of administration of this Condominium Regime by Declarant, the Declarant may employ or designate a temporary manager or managing agent, who shall have and possess all of the rights, powers, authority, functions and duties as may be specified in the contract of employment or as may be delegated by Declarant to him. The Declarant may pay such temporary manager or managing agent such compensation as it may deem reasonable for the services to be rendered, which compensation shall constitute a part of the Common Expenses of this Condominium Regime and shall be paid out of the Association budget.

4 . 4 SPECIFIC POWER TO RESTRICT USE AND ENJOYMENT. Every Owner and the Declarant shall have a beneficial interest of use and enjoyment in the Common Elements subject to the following limitations, restrictions and provisions:

a. The right of the Association to publish rules and regulations governing use of the Common Areas and the improvements and facilities located thereon, and to establish and enforce penalties for infractions thereof;

THIS DOCUMENT IS A RETYPED COPY OF THE LEGAL ORIGINAL ON FILE.

b. The right of the Association to charge reasonable fees for the use of facilities within the Common Area, if such facilities are not used by all Members equally;

c. The right of the Association to borrow money and mortgage the Common Area and improvements for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property; providing, however, that the rights of any such Mortgagee in such property shall be subordinate to the rights of the Owners hereunder, and in no event shall any such Mortgagee have the right to terminate the Condominium Regime established by this Declaration;

d. The right and duty of the Association to suspend the voting rights and the right to the use of the recreational facilities by an Owner for any period during which any assessment against the Owner's Condominium Unit remains unpaid;

e. The right of Declarant or the Association after the Declarant Control Period to dedicate or transfer all or any part of the Common Area for utility easements to any public agency, authority or utility for the proposes, and subject to the conditions, of such agency, authority or utility. No such dedication or transfer shall be effective unless approved by all First Mortgagees and two-thirds (2/3) vote of the quorum of Owners present at a meeting of the Association specifically called for the purpose of approving any such dedication or transfer, and unless an instrument signed by the Board of Directors reflecting such vote of the Owners agreeing to such dedication or transfer and First Mortgagee approval has been duly recorded in the Condominium Records of Galveston County, Texas:

f. The right of the Association to adopt, implement and maintain a private security system for the Premises consistent with applicable laws;

g. The right of the Association to establish rules and regulations governing traffic within the Common Area, and to establish sanctions for any violation or violations of such rules and regulations;

h. The right of the Association to regulate noise within the Premises, including, without limitation, the right of the Association to require mufflers on engines and to prohibit the use of devices producing excessive

noise; and

i. The right of the Association to control the visual attractiveness of the property, including, without limitation, the right to require Owners to eliminate objects which are visible from the Common Area and which, in the Association's judgement, detract from the visual attractiveness of the Property.

#### 4 . 5 MEMBERSHIP, VOTING, QUORUM, PROXIES.

a. Membership. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of the Association. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with THE VICTORIAN during the period of such ownership and membership of the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one (1) membership card to the Owner(s) of a Condominium Unit. Such membership card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated thereon shall terminate.

b. Voting. Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is two hundred seven (207). Should additional property be annexed in accordance with Paragraph 2.11 hereof, the total number of votes shall be increased accordingly, and the weighted average adjusted to total one hundred percent (100%).

c. Quorum. The majority of the Unit Owners as defined in Article I shall constitute a quorum.

d. Proxies. Votes may be cast in person or by proxy. Proxies may be filed with the Secretary before the appointed time of each meeting.

4 . 6 INSURANCE.

a. The Association shall obtain and maintain at all times insurance of the type and kind provided hereinafter, including such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to any Condominium Buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association and all Mortgagees as the insured. In addition, each policy or policies shall identify the interest of each Condominium Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief or such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Each Owner irrevocably designates the Owners Association, as Attorney In Fact, to administer and distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days prior written notice to each First Mortgagee. The Board of Directors shall, upon request of any First Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor.

b. The Association shall keep a comprehensive policy or policies of public liability insurance covering  
the Common Elements of the Project and such policy or policies shall include a "Severability of Interest Endorsement" or equivalent coverage which will preclude the insurer from denying the claim of the Unit Owner because of negligent acts by the Association, its Board of Directors or a Unit Owner. Such policy or policies shall be in amounts of not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damage, plus an umbrella policy for not less than One Million Dollars (\$1,000,000.00) for all claims for personal injury, including death, and/or property damage arising out of a single occurrence; and the policy shall include water

damage liability, liability for non-owned and hired automobiles, liability for property of others and such other coverage as is customarily deemed necessary with respect to projects similar in nature.

c. The Association shall keep a policy or policies of (i) liability insurance insuring the Board of Directors, officers and employees of the Association against any claims, losses, liabilities, damages or causes of action arising out of, or in connection with, or resulting from any act done or omission to act by any such person or entities, (ii) workmen's compensation as required under the laws of the State of Texas, and (iii) such other insurance as deemed reasonable and necessary in order to protect the Project, the Unit Owners and the Association.

d. The Association shall be responsible for obtaining insurance upon the Units, including all fixtures, installations or additions thereto contained within the unfinished interior surfaces of the perimeter walls, floors and ceilings of such Unit, as initially installed or replacements thereof. The Association shall not be responsible for procurement or maintenance of any insurance covering the liability of any Unit Owner not caused by or connected with the Association's operation or maintenance of the Project. Each Unit Owner may obtain additional insurance at this own expense for his own benefit. Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and casualty and public liability insurance coverage within each Unit are specifically made the responsibility of each Unit Owners, and each Unit Owner must furnish a copy of his insurance policy to the Association.

e. Any insurance obtained by the Association or a Unit Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Unit Owners, Association or their respective servants, agents or guests.

#### ARTICLE V

#### MAINTENANCE ASSESSMENTS

5 . 1 ASSESSMENTS FOR COMMON EXPENSES. All Owners shall be obligated to pay the estimated assessments imposed by the Association to meet the Common Expenses. Assessments for the estimated Common Expenses shall be due monthly in advance on or before the first (1) day of each month. Failure to pay by the fifteenth

(15<sup>th</sup>) day of each month shall require the imposition and assessment of a late charge to be determined by the Board of Directors. Contribution for monthly assessments shall be prorated if the ownership of a Condominium Unit commences on a day other than the first (1<sup>st</sup>) day of a month.

5 . 2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, welfare and recreation of the residents in the Property, and in particular for the improvement, maintenance and preservation of the Property, the services and the facilities devoted to said purposes that are related to the use and enjoyment of both the Common Elements and the Units situated upon the Property. Such uses may include, but are not limited to, the cost to the Association of the following: all insurance, repair, replacement and maintenance of the Common Elements; fire, extended coverage, vandalism, malicious mischief and liability insurance for the Condominium Units; management costs, taxes, legal and accounting fees as may from time to time be authorized by the Association; construction of other facilities; maintenance of easements upon, constituting a part of, appurtenant to or for the benefit of the Property; moving grass, caring for the grounds and landscaping; caring for the picnic area, tennis courts, swimming pools and equipment, cabanas, lobby, terrace, and storage spaces; roofs and exterior surfaces of all Buildings; garbage pickup; pest control; street maintenance; outdoor lighting; security service for the Property; water and sewer service furnished to the Property by or through the Association; discharge of any liens on the Common Elements; and other charges required by this Condominium Declaration, or other charges that the Association is authorized to incur. In addition, the Association shall establish a long term reserve for repair, maintenance painting and other charges as specified herein.

5 . 3 DETERMINATION OF ASSESSMENTS. The assessments shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements. This determination may include, among other items, taxes, governmental assessments, landscaping and grounds care, Common Area lighting, repairs and renovation, garbage collections, wages, water charges, legal and accounting fees, management costs and fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, expenses incurred in the operation and maintenance of recreation and administrative facilities, payment of any deficit remaining from a previous period and the

creation of a reserve contingency fund. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification or a release of the Owners from the obligation to pay.

5 . 4 INITIAL ASSESSMENT AND MAXIMUM MONTHLY ASSESSMENT.

a. The monthly assessments shall be made according to each Owner's proportionate or percentage interest in and to the Common Elements provided in Exhibit "C" attached hereto.

b. As of January 1<sup>st</sup> of the year immediately following the conveyance of the first (1<sup>st</sup>) Condominium Unit to an Owner other than the Declarant, the Board of Directors may set the monthly assessment for the next succeeding twelve (12) month period at an amount which shall not exceed one hundred twenty percent (120%) of the monthly assessment allowed for January of the preceding year. If the Board determines at any time during the calendar year that a greater increase of the monthly assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board may call a special meeting of the Owners. By the assent of a two-thirds (2/3) vote of the quorum of Owners, present at such meeting, the monthly assessment may be set at whatever level such Owners approve. The new assessment shall become the basis for future annual increases, using the one hundred twenty percent (120%) formula, as above outlined.

5 . 5 SPECIAL ASSESSMENTS FOR IMPROVEMENTS. In addition to the annual assessments authorized above, at any time the Association may levy in any calendar year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a two-thirds (2/3) vote of the quorum of Owners voting in person or by proxy at the meeting duly called for this purpose. The Declarant will be treated as all other Unit Owners for purposes of special assessments.

5 . 6 COMMENCEMENT OF ASSESSMENTS. The monthly assessments provided for herein shall be due on the first (1<sup>st</sup>) day of the month. The assessments shall be prorated if the ownership of a Unit commences on a day other than the first (1<sup>st</sup>) day of the month. On Units owned by the Declarant, the assessment shall commence on the first

(1<sup>st</sup>) day of the month after the Declarant Control Period is terminated, or the first (1<sup>st</sup>) day of the month following the transfer to the Association of the responsibility for, maintenance of the Building in which the Unit is located in accordance with Paragraph 5.11 herein. The Board shall fix the amount of the monthly assessments against such Unit at least thirty (30) days prior to January 1<sup>st</sup> of each year; provided, however, that the Board shall have a right to adjust the monthly assessments, as long as any such adjustment does not exceed the maximum permitted hereunder, with thirty (30-) days' written notice given to each Owner. Written notice of the monthly assessment adjustment shall be sent to every Owner subject thereto. The due date shall be established by the Board, and unless otherwise provided or unless otherwise agreed by the Association, the Board shall collect the assessments monthly in accordance with Paragraph 5.1 hereof.

5 . 7 NO EXEMPTION. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of his Unit.

5 . 8 LIEN FOR ASSESSMENTS.

a. All sums assessed but unpaid by a Unit Owner for its share of Common Expenses chargeable to its respective Condominium Unit, including interest thereon at ten percent (10%) per annum, shall constitute a lien on such Unit superior (prior) to all other liens and encumbrances, except only for:

- (1) All taxes and special assessments levied by governmental and taxing authorities; and
- (2) All liens securing sums due or to become due under any duly recorded mortgage vendor's lien or deed of trust.

b. To evidence such lien the Association may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such notice shall be signed by one (1) of the Board of Directors and may be recorded in the Office of the Clerk and Recorder of Galveston County, Texas. Such lien for the Common Expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting Owner's Condominium Unit by the Association. Any such foreclosure sale is to be



conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Article 3810 of the Revised Civil Statutes of the State of Texas, or in any manner permitted by law. Each Owner, by accepting a deed to his Unit, expressly grants to the Association a power of sale, as set forth in said Article 3810, in connection with the assessment lien. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect same. The Association shall have the power to bid in the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

c. The amount of the Common Expenses assessed against each Condominium Unit shall also be a debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same.

d. In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien against each Unit to secure payment of a common assessment or special assessment which is levied pursuant to the terms hereof. Said liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including, but not limited to, interest, costs and reasonable attorney's fees, shall be chargeable to the Owner in default. Such lien shall be subordinated and inferior to those liens listed in Subparagraphs 5.8a(1) and (2).

e. Any encumbrancer holding a lien on a Condominium Unit may pay any unpaid Common Expense payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of his encumbrance.

5.9 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded mortgage or mortgages granted or created by the Owner of any Condominium Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit. Sale or transfer of any Unit shall not affect the assessment lien; provided, however, that the sale or transfer of

any Condominium Unit pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under such purchase money or improvement mortgages or deeds of trust shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer, except for claims for its pro-rata share of such assessments resulting from a reallocation among all Units, which reallocation, if necessary, will require a readjustment of the common assessment as provided in Paragraph 5.4b No sale or transfer shall relieve such Condominium Unit, or the Owners thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

5.10 STATEMENT OF ASSESSMENTS. Upon the written request of any Owner or any encumbrancer or prospective encumbrancer of a Condominium Unit, the Association, by its Board of Directors, shall issue a written statement setting forth the unpaid assessments, if any, with respect to the subject Unit, the amount of the current monthly assessments, the date of such assessment and due date, credit for advance payments or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid assessments which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

The purchaser, Donee or other transferee of a Unit, by deed or other writing (herein called "Grantee"), shall be jointly and severally liable with the transferor of such Unit (herein called "Grantor") for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from Grantor the amounts paid by the Grantee, but such transferee shall be personally liable only if he expressly assumes such liability. The Grantee shall be entitled to a statement from the Board of Directors, setting forth the Amount of the unpaid assessments, if any, with respect to the subject Unit, the amount of the current monthly assessment and the date such assessment becomes due, as well as any credit for advanced payments or for prepaid items, including, but not limited to, insurance premiums. This statement shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the subject Condominium Unit accruing prior to such ten (10) day period.

5 . 11 OBLIGATION OF DECLARANT FOR ASSESSMENTS AND MAINTENANCE. During the Declarant Control Period, as provided in Paragraph 4.2 hereof, the Declarant shall be responsible for the difference between the cost of maintenance and assessments received from the Unit Owners of each Building until all Units in said Building have been complete4d, as defined herein, or until the estimated operating expenses are accurately determined, or until Declarant transfers responsibility for said maintenance to the Association, as provided in Paragraph 4.2 hereof, whichever first (1<sup>st</sup>) occurs. So long as Declarant is responsible for the maintenance of a Building, as provided herein, Declarant shall not be limited to the regular monthly assessment for any Units owned by Declarant in said Building. With respect to the Buildings which Declarant is responsible for maintaining, as provided herein, said maintenance shall be at the level of maintenance established in accordance with paragraph 5.3 hereof. During the Declarant Control Period, Declarant shall provide any additional funds necessary to pay actual cash outlays required to fund current operating expenses of the Association. After the Declarant Control Period is terminated, Declarant shall pay the regular monthly assessment for each Unit or Units it owns. In no event shall Declarant's liability for assessments be less than required by the Act.

## ARTICLE VI

### DESTRUCTION OR OBSOLESCENCE OF IMPROVEMENTS

#### 6 . 1 DESTRUCTION OR OBSOLESCENCE.

a. This Declaration hereby makes mandatory the irrevocable appointment of an Attorney In Fact to deal with the Property upon its destruction, obsolescence or condemnation. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a deed from the Declarant or from any Owner shall constitute appointment of the Attorney In Fact herein provided. All of the Owners irrevocably constitute and appoint THE VICTORIAN OWNERS ASSOCIATION, INC., or its successor non-profit corporation, if same, be hereafter organized, their true and lawful Attorney in their name, place and stead, for the purpose of dealing with the Property upon its destruction, obsolescence or condemnation, as hereinafter provided. As Attorney in Fact, the Association, by its authorized officers shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any

other instrument with respect to the interest of a Condominium Unit Owner which is necessary and appropriate to exercise the powers herein granted.

b. Repair and reconstruction of the improvement(s), as used in the succeeding subparagraphs, means restoring the improvement(s) to substantially the same condition in existence prior to the damage, with each Unit and Common Elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements, unless all of the Owners and all of the First Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter:

(1) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as Attorney In Fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.

(2) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than sixty-six and two-thirds percent (66 2/3%) of all the Common Elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as Attorney In Fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the Owners and their Condominium Units. Such deficiency assessment shall be a special assessment made pro rata according to each Owner's proportionate interest in and to the Common Elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collect4ed as is provided in Article V hereof. The lien provided for herein shall be subordinate to any recorded first mortgage lien,

as provided in Paragraph 5.9 of this Declaration. Should the Association choose to foreclose said lien, as provided in Article V, the proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney In Fact, in the following order:

- (a) For payment of taxes and special assessment liens in favor of any governmental assessing entity;
- (b) For payment of the balance of the lien of any first mortgage;
- (c) For payment of unpaid Common Expenses;
- (d) For payment of junior liens and encumbrances in the order and extent of their priority; and
- (e) The balance remaining, if any, shall be paid to the Condominium Unit Owner.

(3) If more than sixty-six and two-thirds percent (66 2/3%) of all of the Common Elements, not including land, are destroyed or damaged, and if the Owners representing the aggregate ownership of one hundred percent (100%) of the Common Elements, do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary, the entire remaining Premises shall be sold by the Association, as Attorney In Fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Plat and the By-laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Unit Owner's interest (as such interests appear on the policy or policies), and such divided proceeds shall be paid into two hundred seven (207) separate accounts, plus any annexed Units, each such account representing one (1) of the Condominium Units in the total Project. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the

Owner. From each separate account, the Association, as Attorney In Fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any one (1) account to another, toward the full payment of the lien of any first mortgage against the Condominium Unit represented by such separate account. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire Property.

Such apportionment shall be based upon each Condominium Unit Owner's proportionate interest in the Common Elements. The total funds of each account shall be used and disbursed, without contribution from one (1) account to another, by the Association, as Attorney In Fact, for the same purposes and in the same order as is provided in Subparagraphs b(2)(a) through (e) of Paragraph 6.1 hereof. Any decision to terminate the condominium status as herein provided must have the approval of First Mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of the Association.

(4) If the Owners representing a total ownership interest of onw hundred percent (100%) of the Common Elements adopt a plan for reconstruction, then all of the Owners shall be bound by the terms and provisions of such plan. Any assessment made in connection with such plan shall be a Common Expense and made pro rata according to each Owner's proportionate interest in the Common Elements and shall be due and payable as provided by the terms of the plan. The Association shall have the authority to cause the repair and restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Paragraph 5.8 hereof, but will be subordinate to any prior recorded first mortgage lien, as provided in Paragraph 5.9 hereof. Should the Association foreclose said assessment lien, as provided in said Paragraph 5.8, the proceeds derived from sale of such

Condominium Unit shall be used and disbursed by the Association, as Attorney In Fact, for the same purposes and in the same order as is provided in Subparagraphs b(2)(a) through (e) of Paragraph 6.1 hereof.

(5) The Owners representing an aggregate ownership interest of sixty-six and two-thirds percent (66 2/3%) of the Common Elements or more, may agree that the Common Elements of the Property are obsolete and that the same should be renewed or reconstructed. In such instance, the expenses thereof shall be payable by all of the Owners as Common Expenses.

(6) Any restoration, reconstruction or repair of the Project shall be performed substantially in accordance with this Declaration and the original Plans and specifications, unless other action is approved by the holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of the Association.

(7) The Owners representing an aggregate ownership interest of one hundred percent (100%) of the Common Elements and all holders of first mortgages may agree that the Common Elements of the Property are obsolete and that the same should be sold. In such instance, the Association shall record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's authorized officers, the entire Premises shall be sold by the Association, as Attorney In Fact, for all of the Owners, free and clear of the provisions contained in this Declaration, The Plat and the By-Laws. The sales proceeds shall be apportioned between the Owners and First Mortgagees as their interests may appear on the basis of each Owner's percentage or fraction of interest in the Common Elements, and such apportioned proceeds shall be paid into two hundred seven (207) separate accounts, plus any annexed Units, each such account representing one (1) Condominium Unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner. From each separate account, the Association, as Attorney In Fact, shall use and disburse the total amount of each of such funds, without

contribution from (1) fund to another, for the same purposes and in the same order as in provided in Subparagraphs b(2)(a) through (e) of Paragraph 6.1 hereof.

6 . 2 JUDICIAL PARTITION. There shall be no judicial partition of the Common Elements, nor shall Declarant or any person acquiring any interest in the Project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Paragraph 6.1 hereof in the case of damage or destruction or unless the Property has been removed from the provisions of the Texas Condominium Act; provided, however, that if any Condominium Unit shall be owned by two (2) or more co-tenants, as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition between such co-tenants, but such partition shall not affect any other Condominium Unit.

6 . 3 CONDEMNATION.

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



b. With respect to any such taking, all damages and awards shall be determined for the taking of the individual Units and for the taking of the Common Elements and for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner for the loss of the individual Unit plus an amount in proportion to his percentage or fractional ownership interest in the Common Elements to be applied or paid as set forth in Subparagraphs 6.1b(2)(a) through (e) hereof, unless restoration takes place as herein provided. The Association, if it deems advisable, may 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 Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Association, as Attorney In Fact, on behalf of the Owners. In the event that such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than sixty-six and two-thirds percent (66 2/3%) of the total number of Condominium Units, then the damages and awards for such taking shall be determined for each Condominium Unit and the following shall apply:

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

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

(3) In the event that the Association determines that it is not reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable, then the Condominium Project 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 proportionate ownership interest previously owned by each Owner in the Common Elements. Any decision to terminate the condominium status of the Project must have the approval of First Mortgagees holding the mortgages on Units which have at least fifty-one percent (51%) of the votes in the Association.

(4) In the event that the Association determines it will be reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable as a Condominium Unit, 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 to reconstruct such Condominium Unit so that it is made tenantable. The restoration shall be performed in accordance with this Declaration and the original Plans and specifications, unless other action is approved by holders of mortgages on the remaining Units which have at least fifty-one percent (51%) of the votes in the Association. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against those Condominium Units which are tenantable. With respect to those Units which may not be tenantable, the award made shall be paid as set forth in Subparagraphs 6.1b(2)(a) through (e) hereof; and the remaining portion of such Units, if any, shall become part of the Common Elements. Upon the payment of such award for the account of such Owner as provided herein, such Condominium Unit shall no longer be a part of the Condominium Project and the proportionate ownership interest in the Common Elements appurtenant to each remaining Condominium Unit which shall continue as part of the Condominium Project shall be equitably adjusted to distribute the ownership of the undivided interest in the Common Elements among the reduced number of Owners based upon the square footage of the individual remaining Units in proportion to the total square footage of all the remaining Units. If sixty-six and two-thirds percent (66 2/3%) or more of the Condominium 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; and this Condominium Regime shall terminate upon such payment. Upon such termination, the Condominium 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 proportionate ownership interest previously owned by each Owner in the Common Elements. The Owners representing an aggregate ownership interest of sixty-seven (67%) of the Common Elements and holders of first mortgages on Units which have at least fifty-one percent (51%) of the votes on Units subject to first mortgages may agree that the Property should be sold. In such instance, the Association shall record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's authorized officers, the entire Premises shall be sold by the Association, as Attorney in Fact, for all of the Owners, free and clear of the provisions contained in the Declaration, the Plat and the By-Laws. The sales proceeds shall be apportioned between the Owners and First Mortgagees as their interests may appear on the basis of each Owner's proportionate ownership interest in the regrouped estate. Any damages, awards, or sales proceeds provided in this paragraph to be paid to or for the account of any Owner by the Association shall be applied as set forth in Subparagraphs 6.1b(2)(a) through (e) hereof.

#### ARTICLE V I I

##### PROTECTION OF MORTGAGEE

7.1 NOTICE TO ASSOCIATION. An Owner who mortgages his Unit shall notify the Association, giving the name and address of his Mortgagee. Each Mortgagee shall be permitted to notify the Association of the fact that such Mortgagee holds a deed of trust or mortgage on a Condominium Unit. The Board shall maintain such information in a book entitled "Mortgagees of Condominium Units".

7.2 NOTICE OF DEFAULT: LAPSE IN INSURANCE. The Association shall notify a First Mortgagee in writing, upon written request of such Mortgagee identifying the name and address of the Mortgagee and the Unit number, of any default by the Mortgagor in the performance of such Mortgagor's obligations, as set forth in this Declaration,

which is not cured within sixty (60) days. The Association, upon written request, shall notify a First Mortgagee of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

7.3 EXAMINATION OF BOOKS. The Association shall permit First Mortgagees to examine the books and records of the Association upon request.

7.4 RESERVE FUND. The Association shall establish adequate reserve funds for replacement of Common Element components and fund the same by regular monthly payments rather than by extraordinary special assessments. In addition, there shall be established a working capital fund for the initial operation of the Condominium Project equal to at least three (3) months' estimated Common Assessments charge for each Unit, said deposit to be collected at closing of Unit sale.

7.5 ANNUAL AUDITS. Upon written request the Association shall furnish each First Mortgagee an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

7.6 NOTICE OF MEETINGS. The Association shall furnish each First Mortgagee upon request of such Mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such Mortgagee to attend such meetings, one (1) such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

7.7 NOTICE OF DAMAGE OR DESTRUCTION. The Association shall furnish the First Mortgagees timely written notice of any substantial damage or partial destruction of any Unit on which the First Mortgagee holds the mortgage if such loss exceeds One Thousand Dollars (\$1,000.00) and of any part of the Common Elements if such loss exceeds Ten Thousand Dollars (\$10,000.00).

7.8 MANAGEMENT AGREEMENTS. Any management agreement and/or service contract entered into by the Association will be terminable by the Association without cause and without payment of a termination fee upon ninety (90) days' or less written notice, and the term of such management agreement will not exceed the period of three (3) years, renewable by agreement of the parties to such agreement for successive one (1) year periods. In the event of the termination of the management agreement, as provided herein, the Association shall enter into a new management

agreement with a new management agent prior to the effective date of the termination of old management agreement. Any decision to establish self-management by the Owners Association shall require the prior consent of Owners of Units to which at least sixty-seven percent (67%) of the votes are allocated and the approval of first mortgage holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of the Association.

7.9 TAXES, ASSESSMENTS AND CHARGES. All taxes, assessments and charges which may become liens prior to the First Mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Project as a whole.

### ARTICLE VIII

#### MISCELLANEOUS PROVISIONS

##### 8.1 AMENDMENTS TO DECLARATION: APPROVAL OF OWNERS AND MORTGAGEES.

a. The consent of the Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated, the approval of First Mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages and, upon written request, notice to all First Mortgagees holding mortgages on Units shall be required to add or amend any material provisions to this Declaration or to the By-laws which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the Common Elements;
- (4) Insurance or fidelity bonds;
- (5) Rights to use of the Common Areas;
- (6) Responsibility for maintenance and repair of the Units and Common Elements;
- (7) Expansion of the Project;
- (8) Boundaries of any Unit, except as provided in Paragraph 2.10 herein;
- (9) Convertibility of Units into Common Elements, or Common Elements into Units;
- (10) Leasing of Units;

(11) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit; or

(12) Any provisions which are for the express benefit of first mortgage holders, insurers, or guarantors of first mortgages.

b. The consent of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of First Mortgagees holding mortgages on Units which have at least sixty-seven (67%) of the votes of Units subject to Mortgages, shall be required to:

(1) Partition or subdivide any Unit. In addition to the approval of the Owner any mortgage holder, if any, must be obtained:

(2) By act or omission, seek to abandon, partition, subdivide, encumber, or transfer the Common Elements, other than the granting of easements for public utilities or other public uses; or

(3) Use hazard insurance proceeds for losses to any condominium property for other than the repair, replacement or reconstruction of such property, except as provided by statute in the case of substantial loss, and as provided in Paragraph 6.1b(3).

c. The consent of Owners of Units to which at least one hundred percent (100%) of the votes of the Association are allocated and the approval of First Mortgagees holding mortgages on Units which have at least sixty-seven percent (67%) of the votes of Units subject to mortgages shall be required to terminate or abandon the condominium status of the Project by act or omission, except for a termination due to destruction or condemnation.

d. Any amendment which would change the percentage or fraction of interest of the Unit Owners in the Common Elements, except as provided in Paragraph 2.11 herein, will require the consent of Owners of sixty-seven (67%) of the votes allocated in the Association and the approval of First Mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages, provided that the change of percentage or fraction of ownership must have the approval of each Unit Owner

affected by said amendment.

e. Any First Mortgagee who receives a written request to approve additions or amendments to the Declaration or By-Laws, and who does not deliver or post to the requesting party a negative response within thirty (30) days, shall be deemed to have approved such request.

f. Unless otherwise provided in this Paragraph 8.1 or elsewhere in this Declaration, any of the provisions herein may be amended by the consent of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated, but no amendment shall affect the rights given to the Declarant, herein, without the consent of the Declarant.

g. A Commercial Unit Owner may, at anytime, convert his Commercial Unit into a Residential Unit, by filing an Amendment to this Declaration, which Amendment must state that the Commercial Unit shall, from the date of filing, be treated as any other Residential Unit, and which Amendment need be signed only by the Owner.

8.2 CORRECTION OF ERROR. Declarant reserves, and shall have the continuing right, until the end of the Construction Period, without the consent of the other Owners or any Mortgagee to amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

8.3 OWNERSHIP OF COMMON PERSONAL PROPERTY. Upon termination of the Construction Period, as defined herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the Premises, furnished by Declarant, and intended for the common use and enjoyment of the Condominium Unit Owners and occupants. No Owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the Owner's termination of possession of his Condominium Unit.

8.4 CHANGE IN DOCUMENTS. Upon written request, the holder of any mortgage covering any of the Condominium Units shall be entitled to written notification from the Association thirty (30) days prior to the effective date of any change in the Condominium documents.

8 . 5 NOTICE. All notices, demands or other notices intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the Unit number and Building address of such Owner. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association, shall be sent by ordinary or certified mail, postage prepaid, to 5858 Westheimer Road, # 506, Houston, Texas 77057, until such address is changed by a notice of address change duly recorded in the Galveston County Condominium Records.

8 . 6 CONFLICT BETWEEN DECLARATION AND BY-LAWS. Whenever the application of the provisions of this Declaration conflict with the application of any provision of the By-Laws adopted by the Association, the provisions or application of this Declaration shall prevail.

8 . 7 INVALIDATION OF PARTS. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

8 . 8 OMISSIONS. In the event of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes hereof, or any part hereof, then such omitted matter shall be supplied by inference and/or by reference to the Act.

8 . 9 TEXAS CONDOMINIUM ACT. The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Texas and to all other provisions of law.

8 . 10 GENDER. That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.



FIRST AMENDMENT  
TO THE CONDOMINIUM DECLARATION

001-98-2292

8236438

FOR  
THE VICTORIAN

STATE OF TEXAS §  
COUNTY OF GALVESTON §

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDMENT is made on the date set forth below by A.S.C. VERSAILLES RESORT, INC., a Texas corporation, hereinafter called "Declarant",

W I T N E S S E T H :

WHEREAS, by a Condominium Declaration, hereinafter called "Declaration", filed June 9, 1982, under Film Code Number 001-71-1819, of the Condominium Records of Galveston County, Texas, the Declarant therein restricted THE VICTORIAN, PHASE I, consisting of two hundred seven (207) Units to Condominium ownership; and

WHEREAS, the Declarant retained the unilateral right under Paragraph 8.2 of the Declaration to amend the Declaration in order to resolve or clarify ambiguities or to comply with the requirements of the Federal National Mortgage Association; and

WHEREAS, there is an apparent ambiguity regarding the separation of Condominium Units (as defined in the Declaration) into time share estates; and

WHEREAS, time share Condominiums are not acceptable to the Federal National Mortgage Association; and

WHEREAS, the Declarant is desirous of clarifying the aforesaid ambiguity and of complying with the requirements of the Federal National Mortgage Association;

NOW THEREFORE, the Declarant hereby amends this Declaration to expressly prohibit and forbid the sale of any condominium Unit in THE VICTORIAN under any type of interval ownership or time share arrangement. Ownership of any Unit shall not be separated by time intervals.

All other provisions of this Declaration shall remain in full force and effect.

001-98-2293

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed, sealed and delivered by its proper corporate officers and its corporate seal to be affixed, this 23<sup>rd</sup> day of November, A.D., 1982.

A.S.C. VERSAILLES RESORT, INC.

By: *Christian Vandaele*  
Christian Vandaele  
Executive Vice President

ATTEST:

*Walter Armstrong*  
Secretary  
WALTER ARMSTRONG

THE STATE OF TEXAS §  
COUNTY OF GALVESTON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Christian Vandaele, Executive Vice President of A.S.C. VERSAILLES RESORT, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24<sup>th</sup> day of November, A.D., 1982.

STATE OF TEXAS COUNTY OF GALVESTON  
I hereby certify that the instrument was filed on this day and was stamped here by me and was duly recorded in the Public Records of said County of Galveston, Texas, on

Nov 1 1982



*Bob Greenberg*  
Notary Public for the State of Texas

*Bob Greenberg*  
Notary Public in and for  
The State of Texas  
My Commission Expires: May 16 1985  
BOB GREENBERG  
Notary Public for the State of Texas  
My Commission Expires May 16, 1985

Return to: Bob Greenberg  
c/o Stewart Title Co.  
2200 West Loop South  
Houston, TX 77027

FILED FOR RECORD  
DEC 1 4 22 PM '82

THE STATE OF TEXAS  
County of Galveston

I, JESSIE G. KIRKENDALL, County Clerk, in and for Galveston County, State of Texas, do hereby CERTIFY that the above and foregoing is a true and correct copy of First Amendment to Condominium Declaration for The Victorian A. S. C. VERSAILLES RESORT, INC.

TO

TO WHOM IT MAY CONCERN

as the same appears of record in my office, in the Official Public Records of Real Property having Microfilm Identification Number 001-98-2292 through Microfilm Identification Number 001-98-2293, Incl.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the impress of the official seal of said County Court, at my office, in the City and County of Galveston, State of Texas, on this the 16th day of May A.D., 1990.

JESSIE G. KIRKENDALL,  
County Clerk, in and for  
Galveston County, Texas.

BY

  
Sydonia Muscat

Deputy

STATE OF TEXAS §  
§  
COUNTY OF GALVESTON §

AMENDMENT TO  
THE CONDOMINIUM DECLARATION  
FOR THE VICTORIAN

WHEREAS, pursuant to the provisions of that certain Condominium Declaration, as amended and adopted (the "Declaration"), of The Victorian, a condominium, located in the City of Galveston, Galveston County, Texas, as filed for record under Clerk's File No. 8216085 and on Film Code No. 001-71-1819 et seq., together with amendments thereto filed for record under Clerk's File No. 8224101 and on Film Code No. 001-82-0790 et seq., and Clerk's File No. 8236438 and on Film Code No. 001-98-2292 et seq., and as adopted by instrument filed for record under Clerk's File No. 8416477 and on Film Code No. 002-96-0918 et seq., all of the Official Public Records of Real Property of Galveston County, Texas, a condominium regime (the "Victorian") was created; and

WHEREAS, pursuant to that certain First Amendment to the Condominium Declaration for The Victorian (the "First Amendment"), one (1) of the amendmendatory documents mentioned above, the Declaration was amended to expressly prohibit and forbid the sale of any Condominium Unit (as defined in the Declaration) in the Victorian under any type of interval ownership or time share arrangement, and to prohibit ownership of any Condominium Unit separated by time intervals; and

WHEREAS, pursuant to the provisions of Article VIII, Paragraph 8.1 of the Declaration, upon the consent of Owners (as defined in the Declaration) of Condominium Units to which sixty-seven percent (67%) of the votes in the Association (as defined in the Declaration) are allocated, and the approval of first mortgagees holding mortgages on Condominium Units which have at least sixty-seven percent (67%) of the votes of Condominium Units subject to mortgages, the Declaration may be amended, and more than the minimum required number of Owners and such first mortgagees desire to repeal the First Amendment and provide for interval ownership arrangement and timeshare regimes at the Victorian under certain conditions:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that:

1. The First Amendment is hereby repealed in its entirety and shall be of no further force and effect.

2. The Declaration is further amended by the addition of a new Article IX thereto, which shall read in its entirety as follows:

ARTICLE IX  
CO-OWNERSHIP OF UNITS

9.1 Restrictions on Timeshare Regimes. No Condominium Unit shall be submitted to or sold pursuant to any type of interval ownership arrangement or timeshare regime, except as expressly permitted by and in strict accordance with the provisions of this Article IX.

Regime in accordance with the terms of the Declaration of Co-ownership for that particular Quartershare Regime. The council of owners shall be organized as a Texas non-profit corporation and the owners of all co-ownership estates of the Condominium Unit(s) comprising the particular Quartershare Regime shall be members of such council of co-owners. A director of any council of co-owners need not be a member of such council of co-owners. Each member of such council of co-owners shall irrevocably appoint that council of co-owners as such member's attorney-in-fact for the purpose of voting such member's interest in the Condominium Unit to which Quartershare Regime relates in the affairs of the Association. Each council of co-owners shall be an entirely separate organization apart from any other council of co-owners or the Association. The Declaration of Co-ownership for each Quartershare Regime and the governing corporate documents of any council of co-owners shall contain provisions consistent with the provisions contained in this Paragraph 9.2(e).

f. A Declaration of Co-ownership for a particular Quartershare Regime may provide that the owner(s) of any co-ownership estate therein may enter into and participate in an exchange program whereby any such owner may exchange any or all of their use period for occupancy at any other condominium or timeshare participating in such exchange program.

g. Any Owner of a Condominium Unit that desires to submit or annex such Condominium Unit to a Quartershare Regime may do so only with the prior written approval of the Board. No Condominium Unit may be de-annexed from any Quartershare Regime by any person without the prior written approval of the Board. To obtain such approval, any Owner(s) of any Condominium Unit(s) desiring to create a Quartershare Regime for such Condominium Unit(s) or to annex any Condominium Unit(s) to a Quartershare Regime, or any person(s) desiring to de-annex any Condominium Unit(s) from a Quartershare Regime, must first submit to the Board the following items for review:

1. the proposed Declaration of Co-ownership for the Quartershare Regime, or in the case of annexation or de-annexation, the proposed amendment to the Declaration of Co-ownership for the Quartershare Regime;

2. the proposed Articles of Incorporation and Bylaws of the council of co-owners for the Quartershare Regime, or in the case of annexation or de-annexation, any proposed amendments thereto;

3. the proposed Rules and Regulations of the Quartershare Regime, or in the case of annexation or de-annexation, any proposed amendments thereto;

4. the proposed Disclosure Statement for the Quartershare Regime, any exchange program relating thereto, and in the case of annexation or de-annexation, any proposed amendments thereto;

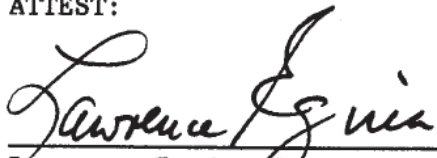
5. the proposed Application for Registration of the Quartershare Regime or, in the case of annexation or

Condominium Units in the Victorian. By their signature hereon, the undersigned represent that, in the case of an Owner, they own the Condominium Unit(s) described on their respective consents hereto, and in the case of a first mortgage holder, they are the holder of a first mortgage on the Condominium Unit(s) described on their respective approvals hereof. By executing this Amendment, each Owner consents to and each first mortgage holder approves the matters set forth herein. Each Owner and first mortgage holder further represents they are executing this Amendment in consideration of the mutual benefits to be derived by their respective Condominium Unit(s) and mortgage(s) and the other Condominium Units and mortgages in the Victorian.


6. The Association, by joining in the execution hereof, agrees to be bound by all terms and provisions of this Amendment. This Amendment shall be binding on the respective heirs, administrators, legal representatives, successors and assigns of the parties hereto. Except as specifically set forth hereinabove, all provisions of the Declaration shall remain in full force and effect. This Amendment shall become effective upon the recordation of this instrument, together with appropriate consents thereto and approvals thereof, with the County Clerk of Galveston County, Texas, but this Amendment shall be dated as of January 1, 1989.

IN WITNESS WHEREOF, the undersigned Owners and first mortgagees hereby evidence their consent and approval, respectively, and the Association hereby evidences its agreement to the matters set forth herein.

ATTEST:


  
\_\_\_\_\_  
Lawrence Eguia, Secretary

THE VICTORIAN OWNERS  
ASSOCIATION, INC.

By:   
\_\_\_\_\_  
Donald C. Clark, President

STATE OF TEXAS §  
                                  §  
COUNTY OF GALVESTON §

This instrument was acknowledged before me on January 16, 1989 by Donald C. Clark, the President, and Lawrence Eguia, the Secretary, of the Victorian Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas  
Printed Name: Susan Hanne  
My commission expires: 12-02-90

USE PERIODS: FOR YEARS 1989 TO 2048

1989,	1993,	1997,	2001,	2005,	1990,	1994,	1998,	2002,	2006,
2009,	2013,	2017,	2021,	2025,	2010,	2014,	2018,	2022,	2026,
2029,	2033,	2037,	2041,	2045,	2030,	2034,	2038,	2042,	2046,

Owner A Week	Owner B Week	Owner C Week	Owner D Week	Owner A Week	Owner B Week	Owner C Week	Owner D Week
1	2*	3*	4	4	1	2*	3*
11	5	7	9	9	11	5	7
12	6	8	10	10	12	6	8
19	13	15	17	17	19	13	15
20	14	16	18	18	20	14	16
27	21	23	25	25	27	21	23
28	22	24	26	26	28	22	24
35	29	31	33	33	35	29	31
36	30	32	34	34	36	30	32
43	37	39	41	41	43	37	39
44	38	40	42	42	44	38	40
51	45	47	49	49	51	45	47
52	46	48	50	50	52	46	48

1991,	1995,	1999,	2003,	2007,	1992,	1996,	2000,	2004,	2008,
2011,	2015,	2019,	2023,	2027,	2012,	2016,	2020,	2024,	2028,
2031,	2035,	2039,	2043,	2047,	2032,	2036,	2040,	2044,	2048,

Owner A Week	Owner B Week	Owner C Week	Owner D Week	Owner A Week	Owner B Week	Owner C Week	Owner D Week
3*	4	1	2*	2*	3*	4	1
7	9	11	5	5	7	9	11
8	10	12	6	6	8	10	12
15	17	19	13	13	15	17	19
16	18	20	14	14	16	18	20
23	25	27	21	21	23	25	27
24	26	28	22	22	24	26	28
31	33	35	29	29	31	33	35
32	34	36	30	30	32	34	36
39	41	43	37	37	39	41	43
40	42	44	38	38	40	42	44
47	49	51	45	45	47	49	51
48	50	52	46	46	48	50	52

\*Weeks 2 and 3 are extended Maintenance Periods and do not constitute part of the designated Owner's Use Period. See Notes below for description and delineation of Use Periods and Maintenance Periods.

(a) Use Periods: The schedule of assigned weeks shall automatically repeat at the end of each schedule. All of the weeks above shall start at five o'clock (5:00) p.m. on the Friday noted and shall end at twelve o'clock (12:00) noon on the following Friday. In each year where there is a fifty-third (53rd) Friday, the fifty-third (53rd) week shall become a part of the fifty-second (52nd) week and shall be considered a part of Week Fifty-Two (52), which shall start at five o'clock (5:00) p.m. on the following Friday (which shall be the beginning of Week One (1) for that year). Use periods do not include weeks or periods designated for Maintenance Periods.

(b) Intervening Maintenance Periods: The intervening Maintenance Periods shall begin at twelve o'clock (12:00) on Friday and end at five o'clock (5:00) p.m. on that same Friday. There shall not be an intervening Maintenance Period whenever the Use Periods both before and after such intervening Maintenance Period are owned by the same Owner. In that event, the intervening Maintenance Period shall be treated as a part of the preceding Use Period. No Owner shall have any occupancy rights during an intervening Maintenance Period.

(c) Extended Maintenance Periods: Two (2) annual extended Maintenance Periods, the first (1st) of which shall begin on the second (2nd) Friday of each year at twelve o'clock (12:00) noon and shall end at five o'clock (5:00) p.m. on the Friday of the following week, and the second (2nd) of which shall begin the third (3rd) Friday of each year at 5:00 o'clock (5:00) p.m. and shall end at five o'clock (5:00) p.m. on the Friday of the following week. As these weeks rotate pursuant to the provisions set forth above, the Owner's occupancy rights for these specific weeks will be deemed waived for purposes of extended maintenance.

USE PERIODS: YEARS AFTER 2048

After the year 2048, the above schedule shall repeat for successive sixty (60) year periods starting in the year 2049.

CONSENT BY OWNER(S)

(Individuals)

The undersigned, being the Owner(s) of the Condominium Unit(s) in the Victorian, as indicated below, hereby consent to the repeal of the First Amendment and to the addition of a new Article IX to the Declaration, all relating to the regulation of timeshares, as set forth in that certain Amendment to the Condominium Declaration for the Victorian dated as of January 1, 1989.

Unit No(s): \_\_\_\_\_

Date Signed: \_\_\_\_\_, 1989

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Owner

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,  
known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
Notary Public in and for  
the \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date Commission Expires: \_\_\_\_\_



CONSENT BY OWNER(S)

(Corporations)

The undersigned, being the Owner(s) of the Condominium Unit(s) in the Victorian, as indicated below, hereby consent to the repeal of the First Amendment and to the addition of a new Article IX to the Declaration, all relating to the regulation of timeshares, as set forth in that certain Amendment to the Condominium Declaration for the Victorian dated as of January 1, 1989.

Unit No(s).: \_\_\_\_\_

Date Signed: \_\_\_\_\_, 1989

ATTEST:

\_\_\_\_\_  
Name of Owner

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person(s) and officer(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he is(are) the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, and that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
Notary Public in and for  
the \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date Commission expires: \_\_\_\_\_

APPROVAL BY FIRST MORTGAGEE(S)

(Individuals)

At the request of the Owner(s) thereof, the undersigned, being the first mortgagee holding a mortgage on the Condominium Unit(s) in the Victorian, as indicated below, hereby approve the repeal of the First Amendment and to the addition of a new Article IX to the Declaration, all relating to the regulation of timeshares, as set forth in that certain Amendment to the Condominium Declaration for the Victorian dated as of January 1, 1989.

Unit No(s): \_\_\_\_\_

Date Signed: \_\_\_\_\_, 1989

\_\_\_\_\_  
Signature of First Mortgagee

\_\_\_\_\_  
Signature of First Mortgagee

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,  
known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
Notary Public in and for  
the \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date Commission expires: \_\_\_\_\_

APPROVAL BY FIRST MORTGAGEE(S)

(Corporations)

At the request of the Owner(s) thereof, the undersigned, being the first mortgagee holding a mortgage on the Condominium Unit(s) in the Victorian as indicated below, hereby approves the repeal of the First Amendment and to the addition of a new Article IX to the Declaration, all relating to the regulation of timeshares, as set forth in that certain Amendment to the Condominium Declaration for the Victorian dated as of January 1, 1989.

Unit No(s).: \_\_\_\_\_

Date Signed: \_\_\_\_\_, 1989

ATTEST:

\_\_\_\_\_  
Name of First Mortgagee

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person(s) and officer(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he is(are) the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, and that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
Notary Public in and for  
the \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date Commission expires: \_\_\_\_\_

BY-LAWS  
OF  
THE VICTORIAN OWNERS ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)  
Galveston County, Texas

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THE VICTORIAN OWNERS ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)

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BY-LAWS  
OF  
THE VICTORIAN OWNERS ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)

ARTICLE I

NAME

- 1 . 1 NAME. The name of the organization shall be THE VICTORIAN OWNERS ASSOCIATION, INC., hereinafter called "Association".

ARTICLE II

PURPOSE AND OWNER OBLIGATION

- 2 . 1 PURPOSE. The purpose for which this non-profit Association is formed is to govern the Condominium Property situated in the County of Galveston, State of Texas, which Property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which Property has been submitted to a Regime according to the provisions of the Condominium Act of the State of Texas.
- 2 . 2 OWNER OBLIGATION. All present or future owners, tenants, future tenants or any other person who might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the Condominium Units (hereinafter referred to as "Units") of the Project or the mere act of occupancy of any of said Units will signify that these By-Laws are accepted, ratified and will be strictly followed.

ARTICLE III

DEFINITIONS AND TERMS

- 3 . 1 MEMBERSHIP. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium

Unit. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with THE VICTORIAN during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors, if it so elects may issue one (1) Membership Card per Unit to the Owner(s) of a Condominium Unit. Such Membership Card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated thereon is terminated.

- 3 . 2 VOTING. Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which, vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is two hundred, seven (207). The combined weighted votes calculated in accordance with Exhibit "C" to the Condominium Declaration for THE VICTORIAN shall equal one hundred percent (100%). Should additional property be annexed in accordance with Paragraph 2.11 of the Declaration, the total number of votes shall be increased accordingly, and the weighted average adjusted to total one hundred percent (100%).
- 3 . 3 MAJORITY OF UNIT OWNERS. As used in these By-Laws the term "majority of Unit Owners" shall mean those Owners with fifty-one percent (51%) of the votes entitled to be cast.
- 3 . 4 QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of Unit Owners" as defined in Paragraph 3.3 of this Article shall constitute a quorum.
- 3 . 5 PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE I V

ADMINISTRATION

4 . 1 DECLARANT CONTROL. Notwithstanding any provision herein to the contrary, and in accordance with Paragraphs 4.2 and 4.3 of the Condominium Declaration for THE VICTORIAN, the Declarant, A.S.C. VERSAILLES RESORT, INC., A Texas corporation, shall retain control over management of the affairs of the Association. This retention of control shall be for the benefit of the Unit Owners and any First Mortgagees of record and for the purpose of insuring both a complete and orderly building and a timely sellout of the Project Units, including any annexations. This control shall last no longer than June 1, 1987, or upon sale of seventy-five percent (75%) of the Units, including subsequent annexations, or when in the sole opinion of the Declarant the Project is viable, self-supporting and operational.

4 . 2 ASSOCIATION RESPONSIBILITIES. The Owners of the Units will constitute the Association of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the Condominium Project through a Board of Directors.

4 . 3 PLACE OF MEETINGS. All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Directors and designated in the notices of such meetings.

4 . 4 ANNUAL MEETINGS. Annual meetings shall be held in the 1<sup>st</sup> quarter of each year. The first (1<sup>st</sup>) annual meeting shall be called by Declarant after the end of the Declarant Control Period.

4 . 5 SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by at least one-tenth (1/10) of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy.

4 . 6 NOTICE OF MEETINGS. The Secretary shall mail notices of annual and special meetings to each  
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Member of the Association, directed to his last known post office address, as shown on the records of

the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose of purposes thereof. If requested, any Mortgagee of record or its designee may be entitled to receive similar notice.

4 . 7 ADJOURNED MEETING. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

4 . 8 ORDER OF BUSINESS. The order of Business at all meetings of the owners of Units shall be as follows:

1. Roll call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of officers.
5. Reports of committees.
6. Election of Directors.
7. Unfinished business.
8. New business.

## ARTICLE V

### BOARD OF DIRECTORS

5 . 1 NUMBER AND QUALIFICATION. The affairs of this Association shall be governed by a Board of Directors composed initially of three (3) persons. The following persons shall act in such capacity and shall manage the affairs of the

Association until their successors are elected, to-wit:

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<u>NAME</u>	<u>ADDRESS</u>
Christian Vandaele	5858 Westheimer, Suite 506 Houston, Texas 77057
Bill Palmer	5858 Westheimer, Suite 506 Houston, Texas 77057
Walter Armstrong	5858 Westheimer, Suite 506 Houston, Texas 77057

At the first (1<sup>st</sup>) annual meeting of the Members of the Association, or any annual meeting thereafter, or special meeting of the Association called for that purpose, the number of Directors may be increased to seven (7).

5 . 2 POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential Condominium Project. The Board of Directors may do all such acts and things that are not by these By-Laws or by the Condominium Declaration for THE VICTORIAN directed to be exercised and done by the Owners.

5 . 3 OTHER POWERS AND DUTIES. The Board of Directors shall have the following duties:

a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Condominium Declaration.

1. To establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of this Condominium Project. (A copy of such rules and regulation shall be delivered or

2. To keep in good order, condition and repair all of the General and Limited Common Elements as provided in the Declaration and all items of personal property used in the enjoyment of the entire Premises.
3. To insure and keep insured all of the insurable Common Elements of the Property in an amount equal to their maximum replacement value, as provided in the Declaration. Further to obtain and maintain comprehensive liability insurance covering the entire Premises in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damages, plus a One Million Dollar (\$1,000,000.00) umbrella policy. To insure and keep all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Owners of the Condominium Units and their First Mortgagees.
4. To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the Owners; and by majority vote of the board to adjust or increase the amount of the monthly assessments subject to provisions of the Declaration; to levy and collect special assessments in order to meet increased operating, legal or maintenance expenses or costs, and additional capital expenses. All monthly or other

5. To collect delinquent assessments by suit or tootherwise and to enjoin or seek damages from an Owner, as provided in the Declaration and these By-Laws.
6. To protect and defend the entire Premises from loss and damage by suit or otherwise.
7. To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the Owners in the same proportion as their interest in the Common Elements.
8. To enter into contracts within the scope of their duties and power.
9. To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board of Directors.
10. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgages of a Unit, and to cause a complete audit of the books and accounts by a competent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner an audited statement showing all receipts, expenses or disbursements since the

available to any First Mortgagee of a Unit, on request, within ninety (90) days following the fiscal year end of the Project.

11. To meet at least once each quarter.
12. To designate the personnel necessary for the maintenance and operation of the General and Limited Common Elements.
13. In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of Condominium ownership.

5 . 4 ELECTION AND TERM OF OFFICE. At the first (1<sup>st</sup>) annual meeting of the Association the term of office of three (3) of the Directors shall be fixed for one (1) year, the term of office of two (2) of the Directors shall be fixed at two (2) years, and the term of office of the remaining two (2) Directors shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. Said Directors shall be elected from the membership of the Association. The persons acting as Directors shall hold office until their successors have been elected and hold their first (1<sup>st</sup>) meeting.

5 . 5 VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his



predecessor.

- 5 . 6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one (1) or more of the Directors may be removed with cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.
- 5 . 7 ORGANIZATION MEETING. The first (1<sup>st</sup>) meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.
- 5 . 8 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.
- 5 . 9 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days' personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as herein

above provided) and purpose of the meeting.

- 5 . 10 WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- 5 . 11 BOARD OF DIRECTOR'S QUORUM. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at the meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice.
- 5 . 12 FIDELITY BONDS. The Board of Directors shall require that all officers and employees of the Association handling or responsible for the Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

ARTICLE V I

OFFICERS

- 6 . 1 DESIGNATION. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors and all of whom shall be members of the Association.
- 6 . 2 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.
- 6 . 3 REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.
- 6 . 4 PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association. The President, or his designated alternate, shall represent the Association at all meetings of THE VICTORIAN OWNERS ASSOCIATION, INC.
- 6 . 5 VICE PRESIDENT. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to

time by the Board of Directors.

6 . 6 SECRETARY.

2. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

3. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall show opposite each Member's name, the number of Members living in the Unit and the parking space and storage space assigned for use in connection with such Unit. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6 . 7 TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors, including authority to: sign all checks and promissory notes of the Association; keep proper books of account; cause an audited statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of

income expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

## ARTICLE V I I

### MANAGEMENT CONTRACT

7.1 MANAGEMENT COMPANY. The Board of Directors shall enter into a management agreement with a management company at a rate of compensation agreed upon by the Board of Directors. In accordance with the Declaration and these By-Laws, the management company shall have, but shall not be limited to, the following functions, duties and responsibilities:

a. Fiscal Management.

- (1) Prepare annual operating budget detailed to reflect expected operation for each month. This budget is established to show expected recurring receipts and operating disbursements. It is further used for comparison with actual monthly income and expenditures.
- (2) Prepare five (5) year sinking fund reserve budget projection for capital expenditures on items recurring only periodically, i.e., painting, etc., for Common Elements.
- (3) Prepare monthly operating and cash position statements and statements concerning sinking fund reserve accounts.

- (4) Analyze and compare operating receipts and disbursements against the Board-approved budget. Where a significant variation is shown (10% above or below the budgeted amount), prepare explanations of variations from budgeted figures. Suggest corrective recommendations, if applicable.
- (5) Collect maintenance fees and special assessments; deposit them in checking, savings or other income producing accounts on behalf of the Board and maintain comprehensive records thereof. Establish individual checking and sinking fund reserve accounts, as directed by the Board.
- (6) Mail notices of delinquency to any Owner in arrears, and exert reasonable effort to collect delinquent accounts.
- (7) Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the property management agreement.
- (8) Prepare year-end statement of operations for Owners subject to year audit verification.

2. Physical Management.

- (1) Assume full responsibility for maintenance and control of Common Area improvements and equipment. Maintain the Property in constant repair to reflect Owner pride and to insure high property values in accordance with the provisions of the operating budget, as

approved by the Board of Directors.

- (2) Enter into contracts and supervise services for lawn care, refuse hauling, pump maintenance, etc., as approved operating budgets.
- (3) Select, train and supervise competent personnel, as directed by the Board.
- (4) Compile, assemble and analyze data; and prepare specifications and call for bids for major improvement projects. Analyze and compare bids, issue contracts and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.
- (5) Perform any other projects with diligence and economy in the Board's best interests.

3. Administrative Management.

- (1) Inspect contractual services for satisfactory performance. Prepare any necessary compliance letters to Vendors.
- (2) Obtain and analyze bids for insurance coverage specified in By-Laws, recommend modifications or additional coverages. Prepare claims when required and follow up on payment; act as Board's representative in negotiating settlement.
- (3) Exercise close liaison and supervision over all personnel to insure proper operational maintenance and to promote good Management-

Resident-Owner relationships.

- (4) Act as liaison for the Association in any negotiations or disputes with local, federal or state taxing agencies or regulatory bodies, except as to any legal or technical aspects of such negotiations or disputes.
- (5) Exercise close supervision over hours and working conditions of employed personnel to insure compliance with Wage and Hour and Workman's Compensation Laws.
- (6) Assist in resolving individual Owner's problems as they pertain to the Association, Common Elements and governing rules and regulations.
- (7) Represent an absentee Owner when requested.
- (8) Administer the Condominium Project in such a way as to promote a pleasant and harmonious relationship within the complex for all Owners, Residents and Tenants alike.

#### ARTICLE V I I I

##### INDEMNIFICATION OF OFFICERS AND DIRECTORS

- 8 . 1 INDEMNIFICATION. The Association shall indemnify every Director or Officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonable 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 Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in



connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in 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, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration for THE VICTORIAN as a Member or Owner of a Condominium Unit covered thereby.

#### ARTICLE IX

##### OBLIGATIONS OF THE OWNERS

- 9.1 ASSESSMENTS. All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the Common Expenses as defined in the Declaration. The assessments shall be made pro rata according to the proportionate share of the Unit Owner in and to the 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 special meeting of Members, within the meaning of these By-Laws, only if he is current in the assessments made or levied against him and the Condominium Unit owned by him.

9.2 GENERAL.

2. Each Owner shall comply strictly with the provisions of the Condominium Declaration for THE VICTORIAN.
3. Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was built.

9.3 USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON

ELEMENTS. Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purposes for which they were intended.

9.4 DESTRUCTION OR OBSOLESCENCE. Each Owner shall, if necessary, execute a

power of attorney in favor of the Association, irrevocably appointing the Association his Attorney in fact to deal with the Owner's Condominium Unit upon its destruction, obsolescence or condemnation, as is provided in Paragraph 6.1 of the Condominium Declaration.

ARTICLE X

AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP

10.1 BY-LAWS.

1. After relinquishment of Declarant control of the Association, as set forth in Article IV, these By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least sixty-six and two-thirds percent (66 2/3%) of the aggregate interest of the undivided Ownership of the

Common Elements except for those amendments provided for in Article VIII of the Declaration which shall require the approval of Owners and Mortgagees as provided therein. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two (2) documents, the Declaration shall control.

2. Until relinquishment of Declarant control of the Association, these By-Laws may be unilaterally amended by the Declarant to correct any clerical or typographical error or omission, or to change any provision to meet the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration. After the Declarant Control Period, the Board of Directors have the right to amend the Declaration or By-Laws, without the joinder of the other Owners, in order to correct any clerical or typographical errors or omissions, or in order to meet the requirements of one of the above listed agencies.

## ARTICLE X I

### MORTGAGES

- 11 . 1 NOTICE TO ASSOCIATION. An Owner who mortgages his Unit shall notify the Association giving the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Condominium Units".
- 11 . 2 NOTICE OF UNPAID ASSESSMENTS. The Association shall, at the request of a

Mortgagee of a Unit, report any unpaid assessments due from the Owner of such Unit.

## ARTICLE X I I

### COMPLIANCE

- 12 . 1 LEGAL REQUIREMENTS. These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Act. If any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

## ARTICLE X I I I

### NON-PROFIT ASSOCIATION

- 13 . 1 NON-PROFIT PURPOSE. This Association is not organized for profit. No Unit Owner, Member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one (1) or more of the purposes of the Association and (2) that any Member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the

affairs of the Association.

#### ARTICLE X I V

##### PRINCIPAL OFFICE

- 14 . 1 ADDRESS. The principal office of the Association shall be located at 5858 Westheimer, Suite 506, Houston, Texas 77057, but may be located at such other suitable and convenient place as shall be permitted by law and designated by the Directors.

#### ARTICLE X V

##### EXECUTION OF INSTRUMENTS

- 15 . 1 AUTHORIZED AGENTS. The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President and the Secretary of the Association.

#### ARTICLE X V I

##### CORPORATE SEAL

- 16 . 1 CORPORATE SEAL. The Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon, the name of the Association.

#### ARTICLE X V I I

##### DEFINITIONS OF TERMS

- 17 . 1 DEFINITIONS OF TERMS. The terms used in these By-Laws, to the extent they

THIS DOCUMENT IS A RETYPED COPY OF THE ORIGINAL ON FILE.

are defined in said Declaration, shall have the same definition as set forth in the Declaration for THE VICTORIAN, as the same may be amended from time to time, recorded in the office of the County Clerk of Galveston County, Texas.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the By-Laws of THE VICTORIAN OWNERS ASSOCIATION, INC., A Texas non-profit corporation, as adopted by the initial Board of Directors at its organization meeting on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1982.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of the Corporation, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1982.

\_\_\_\_\_  
Secretary



6300 Seawall | Galveston, Texas 77551 | 409 740 3555 | 800 231 6363  
FAX 409 744 3801 | WEBSITE [www.VictorianCondo.com](http://www.VictorianCondo.com)

## **HOTEL GUEST'S RULES AND REGULATIONS**

### **PLEASE READ**

#### **Units:**

Units are furnished and inventoried by our Housekeeping Department with Towels, Linens, China, Glass Ware, Silverware, Pots & Pans and Serving Ware for as many guests that are allowed in the unit. Guest is responsible for any damages and or missing items and will be charged at replacement prices.

#### **Parking:**

- A valid guest vehicle pass must be displayed on your driver's side dashboard at all times while on property. Maximum of two vehicles per unit.
- Entering and exiting property is limited to the west front gate between 6pm and 7am.
- Do not park on the grass, driveways or Owner designated parking spots without an owner sticker.
- Speed limit on property is 5 MPH.
- Cruise parking is provided for cruise guests. Please use cruise parking area while on cruise.
- All boats, jet skis, and trailers are to be pre-registered with Front Desk upon arrival and must be parked in designated area.

#### **Balconies:**

- Hanging or storage of clothing, towels, or other items on balcony or porch railings is prohibited.
- No barbecuing on balconies, by order of the State Fire Marshall. Charcoal grills are installed and available in the Pavilion and Fish Cleaning areas.
- Please do not feed the birds
- No sitting, climbing or standing on railing

#### **Pets:**

- No Pets of any kind allowed on property. A \$250.00 cleaning fee will be assessed. Plus guest must remove pet from property immediately upon request.

#### **Trash:**

- Please do not leave trash in hallways, doorways, or other common areas. Trash Chutes are located throughout property.

### **Room Servicing and Laundry Facilities:**

- Limited Housekeeping Services is provided.
- Daily only trash and towel service (towel exchange is done on a towel for towel basis) a full cleaning (change linens/make bed; etc) will be provided on the 3<sup>rd</sup> full day of your stay.
- Guest Laundromats are located in buildings 1, 3, & 9 for your use.

### **Pools:**

- Pools/Hot Tubs are open from 10:00 a.m. to 10:00 p.m.
- Pool parties are not allowed unless approved in writing in advance through the Manager's office.
- No eating or drinking (in the water) in Pools or Hot Tubs.
- Pool towels are not supplied.
- No loud music allowed in pool areas.
- No fire or cooking of any kind allowed in pool area.
- Only registered hotel guest allowed.
- Glass containers are not allowed in the pools or Hot Tub areas.
- Please shower before entering Pools or Hot Tubs
- No climbing, diving, standing or sitting on rocks
- No standing or diving from alligator.
- No throwing or tossing of objects in the pool or hot tub areas.
- No diving, jumping or running in Pool and Hot Tub areas
- No drinking of alcoholic beverages allowed in the Paradise Pool area.
- Please do not feed the birds

### **Common Area regulations:**

- Quiet hours are between 10:00pm and 8:00am.
- Only Hotel Registered Guests may use Resort Amenities.
- Exercise Room hours are 10am to 10pm – Only 16 years or older permitted in Exercise Room or use of equipment
- No Smoking in Common Areas or Rental Pool units.
- No riding of bicycles, skateboards or roller skates allowed in hallways, walkways or corridors.
- Barbecuing only in designated areas. Charcoal grills are installed and available in the Pavilion and Fish Cleaning areas.

**THANK YOU**



# Owner and Owner Guest and or Tenant

**The following Victorian Owner's Association (VOA) Rules and Regulations have been established to ensure the security, enjoyment and comfort of our Unit Owners. These VOA Rules and Regulations for Unit Owners are in addition to the revised VOA Rules and Regulations dated 11/1/03. It is the responsibility of Unit Owners to read, understand and comply with VOA Rules and Regulations. VOA Rules and Regulations will be enforced.**

Unit Owners are responsible for anyone using their units. Violation of rules by Unit Owners and/or any other persons using their unit may result in fines being levied against the Unit Owner. Please see VOA. Rules Enforcement Process for further clarification.

## **GUESTS:**

It is the responsibility of the Unit Owner to ensure all appropriate VOA Rules and Regulations are provided to all occupants of the unit who include by example: guests, renters, tenants, service workers, etc. The Unit Owner has the responsibility to inform all occupants or all agents of VOA rules. The Unit Owner and/or his/her agent must make it clear to all parties that VOA Rules and Regulations will be enforced. The Unit Owner remains liable for any breach of rules.

## **PETS:**

No Unit Owner, Guest or Visitor regardless of the number of units owned, may have Pets on the property unless per ADA regulations and the service animal must wear ADA Service Animal Vest.

## **GENERAL:**

- No sign, advertisement, notice or other lettering shall be displayed in any manner by any Unit Owner on the outside of any building or otherwise displayed without prior written approval from VOA Board of Directors.
- No notices of any kind may be attached to doors, pool area, mail box area, etc., without prior written permission from the board or management company.
- To avoid adding additional rules regarding balcony, deck and porch content, Unit Owners are expected to keep their balconies, decks and porches clean and uncluttered. Only white color patio furniture is allowed.
- No Smoking in Common areas or Rental Pool Units
- No playing of loud music. Quiet Time is from 10pm to 8am.
- No honking of horns.
- Window treatments must have white backing to remain uniformed with exterior look.
- No carpet allowed on balconies only approved association paint coloring.
- No nailing, screwing hanging of any kind to the Hardi Board.
- Only temporary removable satellite dish allowed on balcony.
- No exterior shutters are allowed on doors or windows.
- Entering and exiting property is limited to the front gate between 6pm and 7am.
- Laundromats are located in buildings 1, 3, & 9 for your use.
- Quiet hours are between 10:00pm and 8:00am.
- No barbecuing on balconies, by order of the State Fire Marshall. Charcoal grills are installed by the Tennis Court and Fish Cleaning areas.
- Exercise Room hours are 8:00am to 10:00pm. must be 16 years or older to use equipment.
- Tennis Court hours 10:00am to 10:00pm
- Pool & Hot Tub hours are 10:00am to 10:00pm.

- Proper Pool Attire required
- Please shower off sand before entering Pools and Hot Tubs.
- Observe and obey all Pool and Hot Tub Rules.
- Glass containers are not allowed in Pools or Hot Tubs gated areas.
- No Food or Drink allowed (in the water) in Pools or Hot Tubs.
- No climbing, diving, standing or sitting on rocks or alligator.
- No throwing or tossing of objects in the Pool or Hot Tub areas.
- No diving, jumping or running in Pool and Hot Tub areas.
- No fire or cooking equipment allowed in gated Pool and Hot Tub areas.
- Pool parties are not allowed unless approved in writing in advance through the Manager's office.
- No Smoking in Common Areas or Rental Pool units.
- Only Owner's, Owner Guest, tenants listed on a lease or registered Hotel Guests of Rental Pool may use property amenities. Such as but not limited to pools, hot tubs, tennis court, and exercise room; etc. Any friends, family of non registered guests are not allowed to use any of the common areas including the pools, hot tubs, and tennis court and exercise room; etc.
- No feeding of birds.

**VEHICLES:** (motorized and non-motorized, includes motorcycles)

- Unit Owners are expected to display their VOA vehicle decal on the driver's side of their windshield. If a Unit Owner is driving a vehicle other than one with a VOA vehicle decal, the Unit Owner must stop at the Front Desk, obtain a temporary pass and must display the pass on the driver's side dashboard at all times during their stay at VOA.

U-Haul type vehicles are permitted as follows. Vehicle is allowed on VOA property for 2 hours for simple pick-up or drop-off of furniture. Vehicle is allowed on VOA property for 24 hours for move-in or move-out.

**Mail:**

- Mail delivered to the general property address is the responsibility of the addressee to make arrangements with the Postal Service for delivery. The Front Desk will make a reasonable effort to contact the addressee at the unit number. All unclaimed mail over 30 days delivered to the Front Desk and not pickup by addressee will be returned.
- Please contact the Admin office if you would like to obtain a personal mail box.

**Parking:**

- A valid owner vehicle pass must be displayed on your driver's side dashboard at all times while on property. Maximum of two vehicles per unit.
- Owners are responsible for the cost of repairs or replacement of any damaged to property caused either by themselves, their guest, their tenant or service people working in their unit or delivering items to their condo.
- Do not park on the grass or driveways.
- Please advise visitors/guest that they are not permitted to park in owner designated parking spots.
- Speed limit on property is 5 MPH.
- Cruise parking area is provided for cruise guests. Please use cruise parking area while on cruise.
- All boats, jet skis, and trailers are to be pre-registered with Front Desk upon arrival and must be parked in designated area.
- No boat, Jet Ski, Motor Cycles, 4 Wheelers, Commercial Truck, Trailer or any vehicle may be kept on the property as storage. It is the responsibility of the owner to find storage off property. (Violators are subject to towing at owners expense. If your vehicle is towed please contact the Front Desk.)

- No junk vehicles or other vehicles on which current registration plates are not displayed.
- No repair or extraordinary maintenance of vehicles may be undertaken in parking area. Minor vehicle repair is permitted as long as area is cleaned after repairs have been done.

**Trash:**

Do not leave trash in hallways, doorways, or any other common areas. Trash Chutes are located throughout property. If you have old furniture, fixtures, appliances etc that require disposal please make arrangements to remove from the property at your expense. When using Trash Chutes please bag and tie trash bags before disposing.

**Contractor work in unit:**

- Contractor must provide copy of liability insurance to the Admin office before work commences, this protects you in the event damages occur to your unit or the units below or surrounding. If any damages occur the owner of such unit performing the work would be responsible for any costs involved if there is no insurance coverage for this work
- Contractors must haul off their own trash, a \$65 dump fee will be assessed if the contractors leave trash in halls or use the properties dump facility
- Contractors must keep hallway area free of debris
- Contractor work hours are 10am-6pm on Weekdays, and 11am-6pm on Weekends

**Consideration of Fellow Homeowners/Tenants:**

- It is requested that smokers be considerate of other homeowners/tenants and not smoke inside their units as the smoke can travel to other units through plumbing and exhaust passageways. Please smoke on balcony. Do not throw cigarette ashes or butts over the balcony.
- Stereos, televisions, radios, etc; should be played at level as not to disturb neighbors.
- All owners who rent to a tenant shall provide the tenant with a copy of the Rules and Regulations, include in the lease agreement that the tenant has been given said copies and has read and understands and agrees to abide by these documents. Homeowners are responsible at all times for their tenants and guests.
- Children must not be permitted to run or play in hallways, stairways, elevators, parking areas or areas that disturb homeowners, tenants and guests.

## **Enforcement/Penalties:**

A system of penalties has been established to ensure compliance with the Rules and Regulations of the VOA as set forth in this document. If the violator is not a unit owner, the owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties. The unit owner is ultimately responsible for all fines and the removal of violations.

Fines may be imposed for violations of any of the above rules, according to the following schedule:

1<sup>st</sup> violation after a cease and desist warning: \$50.00

Second violation: \$100.00

Third and subsequent offenses: Amount to be determined by board

The Board of Directors for Victorian Owner's Association may not impose any fine or infringe upon any rights of a unit owner for violations of the rules until the following have been complied with:

- If a violation is alleged in a written complaint to the Board or verbally to Spectrum Organization, the Board will notify the alleged violator in writing to cease and desist from the violation. This notification will include the nature of the alleged violation, the action required to remove the violation and the notification of a grace period of ten (10) days, within which the violation may be removed without penalty. Should the violation continue beyond the grace period, a fine will be imposed.
- The violator may request a hearing within ten days after imposition of the fine. The request must be in writing and addressed to the Board. The hearing shall be held in executive session (that is a closed session) of the Board and Spectrum Property Management, and will afford the violator a reasonable opportunity to be heard. Based on the information shared the Board will decide weather or not the fines and or penalties should be lifted.
- If a violation is repeated within 12 months of the first notice, a fine will be imposed without a grace period.
- The decision of the Board in such matters can be appealed to the Court of Galveston County.
- If any unit owner fails to comply with the Rules and Regulations or By-laws, or with any decision rendered under the Rules and Regulations and By-laws, the unit owner may be sued for damages or injunction relief, or both, by the Board. The prevailing party in any such proceedings may be entitled to an award for legal fees, as determined by the Court.

A fine will be applied to the unit owner's monthly assessment regardless of whether the offender is the unit owner, a tenant, a guest or household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the unit owner. If the bill is not paid the unit owner, a higher fine may be imposed. If the fine remains unpaid, a lien may be placed against the unit in question as outlined in the Association Rules & Regulations and By-laws.



— Owners Association, Inc. —

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 FAX 409 744 3801 | WEBSITE [www.VictorianCondo.com](http://www.VictorianCondo.com)

## Owner and Owner Guest And/Or Tenant Rules and Regulations

The following Victorian Owner's Association (VOA) Rules and Regulations have been established to ensure the security, enjoyment and comfort of our Unit Owners. These VOA Rules and Regulations for Unit Owners are in addition to the revised VOA Rules and Regulations dated 4/8/14. It is the responsibility of Unit Owners to read, understand and comply with VOA Rules and Regulations. VOA Rules and Regulations will be enforced.

Unit Owners are responsible for anyone using their units. Violation of rules by Unit Owners and/or any other persons using their unit may result in fines being levied against the Unit Owner. Please see VOA. Rules Enforcement Process for further clarification.

### GUESTS:

It is the responsibility of the Unit Owner to ensure all appropriate VOA Rules and Regulations are provided to all occupants of the unit who include by example: guests, renters, tenants, service workers, etc. The Unit Owner has the responsibility to inform all occupants or all agents of VOA rules. The Unit Owner and/or his/her agent must make it clear to all parties that VOA Rules and Regulations will be enforced. The Unit Owner remains liable for any breach of rules.

### PETS:

No Unit Owner, Guest or Visitor regardless of the number of units owned, may have Pets on the property unless per ADA regulations and the service animal must wear ADA Service Animal Vest.

### GENERAL:

- No sign, advertisement, notice or other lettering shall be displayed in any manner by any Unit Owner on the outside of any building or otherwise displayed without prior written approval from VOA Board of Directors.
- No soliciting of any kind without prior written approval from VOA Board of Directors or Management Company.
- No notices of any kind may be attached to doors, gates, pool area, mail box area, etc., without prior written permission from the board or management company To avoid adding additional rules regarding balcony, deck and porch content, Unit Owners are expected to keep their balconies, decks and porches clean and uncluttered. Only white color patio furniture is allowed.
- No Smoking in Common areas or Rental Pool Units
- No playing of loud music. Quiet Time is from 10pm to 8am.
- No honking of horns.
- Window treatments must have white backing to remain uniformed with exterior look.
- No carpet allowed on balconies.

- No nailing, screwing or hanging of any kind to the Hardi Board and balcony railing.
- Only temporary removable satellite dish allowed on balcony.
- No exterior shutters are allowed on doors or windows.
- No lock boxes on Rental Pool Gates
- Entering and exiting property is limited to the front gate between 6pm and 6am.
- Laundromats are located in buildings 1, 3, & 9 for your use.
- Quiet hours are between 10:00pm and 8:00am.
- No barbecuing on balconies, by order of the State Fire Marshall. Charcoal grills are installed by the Tennis Court and Fish Cleaning areas.
- Exercise Room hours are 6:00am to 10:00pm. must be 16 years or older to use equipment.
- Tennis Court hours 10:00am to 10:00pm
- Pool & Hot Tub hours are 10:00am to 10:00pm.
- Proper Pool Attire required
- Please shower off sand before entering Pools and Hot Tubs.
- Observe and obey all Pool and Hot Tub Rules.
- Glass containers are not allowed in Pools or Hot Tubs gated areas.
- No Food or Drink allowed (in the water) in Pools or Hot Tubs.
- No climbing, diving, standing or sitting on rocks.
- No throwing or tossing of objects in the Pool or Hot Tub areas.
- No diving, jumping or running in Pool and Hot Tub areas.
- No fire or cooking equipment allowed in gated Pool and Hot Tub areas.
- Pool parties are not allowed unless approved in writing in advance through the Manager's office.
- No Smoking in Common Areas or Rental Pool units.
- Only Owner's, Owner Guest, tenants listed on a lease or registered Hotel Guests of Rental Pool may use property amenities, such as, but not limited to, pools, hot tubs, tennis court, and exercise room; etc. Any friends, family of non-registered guests are not allowed to use any of the common areas including the pools, hot tubs, and tennis court and exercise room; etc.
- Pool wrist bands will be required (management discretion) in pools and hot tubs.
- No feeding of birds.

**VEHICLES:** (motorized and non-motorized, includes motorcycles)

- Unit Owners are expected to display their VOA vehicle decal on the driver's side of their windshield. If a Unit Owner is driving a vehicle other than one with a VOA vehicle decal, the Unit Owner must stop at the Front Desk, obtain a temporary pass and must display the pass on the driver's side dashboard at all times during their stay at VOA.
- Guests and Tenants must display temporary parking tags at all times.
- U-Haul type vehicles are permitted as follows: Vehicle is allowed on VOA property for 2 hours for simple pick-up or drop-off of furniture. Vehicle is allowed on VOA property for 24 hours for move-in or move-out.

Mail:

- Mail delivered to the general property address is the responsibility of the addressee to make arrangements with the Postal Service for delivery. The Front Desk will make a reasonable effort to contact the addressee at the unit number. All unclaimed mail over 30 days delivered to the Front Desk and not pick up by addressee will be returned.
- Please contact the Administrative Office if you would like to obtain a personal mail box.

#### Parking:

- A valid owner vehicle pass must be displayed on your driver's side dashboard at all times while on property. Maximum of two vehicles per unit.
- Owners are responsible for the cost of repairs or replacement of any damaged to property caused either by themselves, their guest, their tenant or service people working in their unit or delivering items to their condo.
- Do not park on the grass or driveways.
- Please advise visitors/guest that they are not permitted to park in owner designated parking spots.
- Speed limit on property is 5 MPH.
- Cruise parking area is provided for cruise guests. Please use cruise parking area while on cruise.
- All boats, jet skis, and trailers are to be pre-registered with Front Desk upon arrival and must be parked in designated area.
- No boat, Jet Ski, Motor Cycles, 4 Wheelers, Commercial Truck, Trailer or any vehicle may be kept on the property as storage. It is the responsibility of the owner to find storage off property. (Violators are subject to towing at owners expense. If your vehicle is towed please contact the Front Desk.)
- No junk vehicles or other vehicles on which current registration plates are not displayed.
- No repair or extraordinary maintenance of vehicles may be undertaken in parking area. Minor vehicle repair is permitted as long as area is cleaned after repairs have been done.

#### Trash:

Do not leave trash in hallways, doorways, or any other common areas. Trash Chutes are located throughout property. If you have old furniture, fixtures, appliances etc. that require disposal please make arrangements to remove from the property at your expense. When using Trash Chutes please bag and tie trash bags before disposing.

#### Contractor Work In Unit:

- Contractor must provide copy of their liability insurance to the Administration Office before work commends; this protects you in the event damages occur to your unit or any surrounding units. If any damages occur, the owner of such unit performing the work will be responsible for any costs involved if there is no insurance coverage for this work.
- Contractors must haul off their own trash; a \$65 dump fee will be assessed if the contractors leave trash in halls or use the Victorian's property dump facility.
- Contractors must keep hallway area free of debris.
- Contractors' work hours are 10am-6pm weekdays and 11am-6pm weekends.
- All roof top air conditioning units being replaced are required to obtain a WPI-2 certification.

#### Consideration of Fellow Homeowners/Tenants:

- It is requested that smokers be considerate of other homeowners/tenants and not smoke inside their units as the smoke can travel to other units through plumbing and exhaust passageways. Please smoke on balcony. Do not throw cigarette ashes or butts over the balcony.

- Stereos, televisions, radios, etc.; should be played at level as not to disturb neighbors.
- All owners who rent to a tenant shall provide the tenant with a copy of the Rules and Regulations, include in the lease agreement that the tenant has been given said copies and has read and understands and agrees to abide by these documents. Homeowners are responsible at all times for their tenants and guests.
- Children must not be permitted to run or play in hallways, stairways, elevators, parking areas or areas that disturb homeowners, tenants and guests.

#### Enforcement/Penalties:

A system of penalties has been established to ensure compliance with the Rules and Regulations of the VOA as set forth in this document. If the violator is not a unit owner, the owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties. The unit owner is ultimately responsible for all fines and the removal of violations.

Fines may be imposed for violations of any of the above rules, according to the following schedule:

1 <sup>st</sup> violation after a cease and desist warning:	\$50.00
Second violation:	\$100.00
Third and subsequent offenses:	Amount to be determined by board

The Board of Directors for Victorian Owner's Association may not impose any fine or infringe upon any rights of a unit owner for violations of the rules until the following have been complied with:

- If a violation is alleged in a written complaint to the Board or verbally to Spectrum Organization, the Board will notify the alleged violator in writing to cease and desist from the violation. This notification will include the nature of the alleged violation, the action required to remove the violation and the notification of a grace period of ten (10) days, within which the violation may be removed without penalty. Should the violation continue beyond the grace period, a fine will be imposed.
- The violator may request a hearing within ten days after imposition of the fine. The request must be in writing and addressed to the Board. The hearing shall be held in executive session (that is a closed session) of the Board and Spectrum Property Management, and will afford the violator a reasonable opportunity to be heard. Based on the information shared the Board will decide whether or not the fines and or penalties should be lifted.
- If a violation is repeated within 12 months of the first notice, a fine will be imposed without a grace period.
- The decision of the Board in such matters can be appealed to the Court of Galveston County.
- If any unit owner fails to comply with the Rules and Regulations or By-laws, or with any decision rendered under the Rules and Regulations and By-laws, the unit owner may be sued for damages or injunction relief, or both, by the Board. The prevailing party in any such proceedings may be entitled to an award for legal fees, as determined by the Court.

A fine will be applied to the unit owner's monthly assessment regardless of whether the offender is the unit owner, a tenant, a guest or household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the unit owner. If the bill is not paid the unit owner, a higher fine may be imposed. If the fine remains unpaid, a lien may be placed against the unit in question as outlined in the Association Rules & Regulations and By-laws.