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THE GALVESTONIAN
DECLARATION OF CONDOMINIUM

STATE OF TEXAS
COUNTY OF GALVESTON

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GALVESTON EAST CONDO, Inc., a Texas corporation, d/b/a/ THE GALVESTONIAN, (hereinafter referred to as "the Declarant") is the owner of that certain tract of land more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, as well as all improvements thereon consisting of 180 units and all easements, rights and appurtenances belonging thereto;

WHEREAS, Declarant desires by recording this Declaration to submit such land and improvements to a condominium regime pursuant to the Texas Condominium Act (Texas Revised Civil Statutes, Article 1301(a));

NOW, THEREFORE, Declarant hereby declares that the land described on Exhibit A attached hereto, together with all improvements thereon and all easements, rights and appurtenances belonging thereto, is hereby submitted to a Condominium Regime pursuant to the Texas Condominium Act, subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth herein, Declarant does hereby adopt, establish, promulgate and impress this Declaration of Condominium upon such land and improvements, easements, rights and appurtenances thereto.

SUBJECT TO AMENDMENT OR MODIFICATION BY SELLER PRIOR TO CLOSING

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ARTICLE I
DEFINITIONS

Section 1.1 Definition of Terms. When used in this Declaration of Condominium, the terms set forth below shall have the following meanings:

- (a) **Balcony** - That part of a Residence so designated on the plats attached hereto as Exhibit C, having restricted access to and from a Residence.
- (b) **Board of Directors** - The Board of Directors of The Galvestonian Condominium Association.
- (c) **Building** - A thirteen story residential building designed for residential occupancy, the Garage and all other improvements now or hereafter placed on the Land. The location of the Building on the Land is more particularly described on Exhibit B attached hereto and incorporated herein by this reference. The Building and Residences are more completely described on the plats which are attached hereto as Exhibit C and incorporated herein by this reference.
- (d) **By-Laws** - The By-Laws of the Galvestonian Condominium Association.
- (e) **Common Elements** - The Common Elements shall be and include all of the Land and Building, (except the Residences as defined herein) all as designated on the plat attached hereto as Exhibit C and shall include, without limiting the generality of the foregoing: foundations; supporting columns; girders; beams; slabs; supports; dividing walls between two or more Residences or between Residences and Common Elements; roofs; halls; lobbies; walkways; stairs; stairways; fire escapes; entrances and exits to the Building designated as Common Elements on the plat attached hereto as Exhibit C; walkways; balcony railings; recreational areas; grounds; gardens; the Garage with unassigned parking spaces; the swimming pool; tennis courts; managerial and security offices; mailroom; areas used for storage of janitorial supplies, maintenance equipment and materials; utility rooms; electrical lines and cables up to and including the point of entry into the breaker boxes of a Residence; plumbing, pipes and lines installed in the walls of the Building or of a Residence; installations of all central services, including power, light, gas, water, heating, telephone security systems, waste collection systems; elevators; tanks; pumps; motors; fans; compressors; ducts; driveways; and in general all apparatus and installations existing for the common use or necessary or convenient to the operation, maintenance and use of the Land and the Building as a condominium, including those which have been designated as common areas and facilities on the plats attached hereto as Exhibit C; and all repairs and replacements of or additions to any of the foregoing. The lobbies, hallways, stairs, reception room and other Common Elements intended to be used for passage or temporary occupancy by persons are sometimes referred to herein as the "Common Areas".

(f) Common Expense Charge - The Assessment made and levied by the Board of Directors against each Owner and his Residence for administration, management and operation of the Condominium and the Condominium Regime and for repairs, maintenance, additions, alterations, reconstruction and operation of all or any portion of the Common Elements (including reserves for replacements), in accordance with the provisions of this Declaration.

(g) Common Expense Fund - The accumulated Common Expense Charges collected or received by the Condominium Association for use in the administration and operation of the Condominium and the maintenance, repair, additions, alterations, or reconstructions of all or any portion of the Common Elements.

(h) Condominium - The Land, the Building, the Garage and all other improvements erected upon and rights appurtenant to the Land. The components of the Condominium are further herein defined and classified as the "Common Elements", the "Limited Common Elements" and the "Residences". The legal rights and duties of ownership, use and administration created by the terms of the Texas Condominium Act, this Declaration of Condominium, the By-Laws and Rules promulgated thereunder are also a part of the Condominium and are sometimes referred to as the Condominium Regime.

(i) Condominium Association - The Galvestonian Condominium Association, a Texas non-profit corporation (created or to be created), the members of which shall be the Owners of Residences within the Condominium Regime during the period of their respective ownerships, and the successors and assigns of such Owners.

(j) Declarant - Galveston East Condo, Inc., a Texas corporation, d/b/a The Galvestonian, hereinafter sometimes called Galveston East.

(k) Easement - The right to use a particular part of the Common Elements for the purposes for which they were designed and in compliance with the terms of this Declaration, the By-Laws and the Rules and Regulations.

(l) Garage - That part of the Condominium constructed on the Land designed for the parking of vehicles and designated "Garage" on Exhibits B and C hereto.

(m) Land - The real property more particularly described on Exhibit A, attached hereto.

(n) Limited Common Elements - Those portions of the Common Elements reserved for the exclusive use of the Owners of certain Residences to the exclusion of the Owners of all other Residences. When used herein, the term "Common Elements" shall include the Limited Common Elements, unless expressly indicated to the contrary.

(o) **Managing Agent** - The person, firm or entity which may be selected by the Board of Directors in accordance with the provisions of this Declaration for the purposes of performing any duties, powers or functions of the Board of Directors in connection with the administration, management and operation of the Condominium.

(p) **Mortgage** - A security interest, mortgage, deed of trust or lien granted by an Owner in and to a Residence to secure the repayment of a loan made to an Owner, and duly filed for record in the Official Records of Real Property of Galveston County, Texas.

(q) **Mortgagee** - The person or entity who holds a Mortgage against a Residence as security for the payment of a debt.

(r) **Owner or Co-Owner** - Any person or persons, firm, corporation or other entity which owns, of record, a Residence in The Galvestonian, or legal interest therein, including the Declarant, but the term "Owner or Co-Owner" shall not include any Mortgagee.

(s) **Parking Spaces** - The unassigned spaces for the parking of vehicles within the Garage as shown on Exhibit C attached hereto.

(t) **Percentage Ownership Interests** - The undivided interests in and to the Common Elements associated with and appurtenant to each Residence, as set forth on Exhibit D, attached hereto and incorporated herein by this reference.

(u) **Reserve Fund** - The reserve fund established pursuant to Article IV hereof for maintenance, repairs and replacements to the Condominium.

(v) **Residences** - The 180 condominium units designated on Exhibits B and C, attached hereto, the boundaries of which shall be the interior surfaces of the perimeter walls, floors and ceilings, and the exterior surfaces of Balconies, excluding railings, and the Residences shall include the portions of the Buildings so described and the air space so encompassed, excepting the Common Elements. The term Residence shall have the same meaning as the term "Apartment" as used in the Texas Condominium Act. Included within the boundaries of each Residence, without limitation, shall be any finishing materials applied or affixed to the interior surfaces of the interior walls, floors or ceilings (including, but not limited to, paint, wallpaper, vinyl wall or floor coverings and carpets, interior walls, and all utility pipes, lines, systems, fixtures or appliances servicing only that Residence and not affecting any other Residence in the Building (whether or not within the boundaries of that Residence). The boundaries of each Residence shall be the interior surfaces of windows and doors, perimeter window frames and door frames. Interior trim around windows and doors shall be part of each Residence and shall not be part of the Common Elements. Visible and exposed plumbing fixtures, lines and pipes shall be part of the Residence in which they are located and shall not be part of the Common Elements. Unless otherwise provided by law, the phrase "exterior surfaces of Balconies" as used in this Section 1.1(v) shall mean the area enclosed by (1) those horizontal planes being the top of the concrete surface of the

Balcony in question and the plane of the ceiling of the Residence of which such Balcony is a part, and (ii) those vertical planes being the vertical exterior surfaces of the Building, with all other portions of the Balcony being a Common Element.

(w) Rules and Regulations - The Rules adopted by the Condominium Association concerning the management and administration of the Condominium Regime and the use of the Common Elements in order to assure to all Owners the pleasures and benefits of ownership of a Residence and use of the Common Elements. The initial Rules and Regulations shall be promulgated by the Declarant as part of the By-Laws.

(x) Special Assessment - Any assessment over and above the Common Expense Charge deemed by the Board of Directors to be necessary for the preservation, management and administration of the Condominium, which shall be approved by the Condominium Association as provided in this Declaration.

(y) Texas Condominium Act - Article 1301a of the Texas Revised Civil Statutes, enacted in 1963, which permits the creation of condominium regimes and provides the basic rules for their operation.

Section 1.2 Definitions of Rights and Responsibilities.

(a) Each Owner shall have exclusive ownership of his respective Residence and shall have the common right to share, with all other Owners, in the use of the Common Elements in accordance with the purpose for which they are intended and the provisions of this Declaration, without hindering or encroaching upon the lawful rights of other Owners.

(b) Where the term "Owner" is used in the granting of licenses, easements or rights to use Residences, the Common Elements or the Limited Common Elements, the family of such Owner and each member thereof, and such Owner's guests, tenants, servants, employees and invitees shall also be entitled to the rights, easements or licenses so granted.

(c) The existing physical boundaries of each Residence (or a Residence reconstructed in accordance with the original plans and specifications) 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 attached hereto as Exhibit B and those of the Building. None of the rights and obligations of the Owners created herein, or by any deed delivered to any Owner, shall be altered in any way by encroachments or the settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

Section 1.3 Parking Spaces. Unassigned Parking Spaces in the Garage shall be Common Elements for the nonexclusive use of all of the Owners of the

Residences. Parking Spaces shall be used only for parking of automobiles and shall not be used for the parking or storage of recreational vehicles that cannot be parked in a standard sized Parking Space, boats, trailers or other similar objects. Any conveyance of any Residence shall be deemed to also convey the right to the Unassigned Parking Spaces. An Owner may not, without the prior written consent of the Board of Directors, assign and transfer his nonexclusive right to use the Unassigned Parking Space. The Garage and Parking Spaces shall be and always remain Common Elements.

ARTICLE II

Section 2.1 Use Restrictions.

(a) All Residences shall be used only for single family residential purposes. For the purpose of this Section 2.1(a), a Residence shall be deemed to be used for single family residential purposes when it is used to house persons and their belongings, without regard to whether the persons are owners of the Residence or occupy the Residence pursuant to a rental, leasing or other arrangement in accordance with Article IX, below. Except for the leasing or rental of any Residence for use by the lessee exclusively for residential purposes, no Residence shall be used for any commercial, business or professional purpose or for any church purposes. The use of a Residence for the maintenance of a personal or professional library for the keeping of personal, business or professional records or accounts for the handling of personal, business or professional telephone calls or correspondence shall not be deemed to be in violation of this provision, but regular consultation with clients at a Residence is prohibited.

(b) There shall not be permitted any noxious or offensive activities of any sort or anything that in any Residence or in any Common Elements shall be or may become an annoyance or nuisance to the other Owners.

(c) Notwithstanding any other provisions of this Article II, the Declarant may make such temporary use of the Common Elements and the Residences as the Declarant determines to be reasonably necessary to facilitate and complete the improvements of the Land, construction of the Building, the operation of Declarant's sales efforts and the showing of the Condominium and any unsold Residences, and the Council of Co-Owners shall be entitled to use all of the Common Elements in any reasonable manner necessary in connection with the operation and maintenance of the Condominium.

Use of Residences owned by Owners other than a natural person or persons ("Corporate Owners") for residential purposes, other than as the residence of an officer, directors, shareholder, partner, trustee, beneficiary or other designated agent, or employee of such Corporate Owner shall be subject to such Rules and Regulations as the Board of Directors may, from time to time, promulgate; provided, however, that in no event shall any Residence be used for transient or overnight guest quarters or lodgings.

(d) No part of any curtains, blinds, shades, draperies, or other window coverings visible from the exterior of any Residence shall be used in any Residence unless such window coverings are approved by the Board.

(e) Nothing shall be done in or kept in or on any Residence, Balcony, Parking Space or Common Element which will increase the rate of insurance on the Condominium or any other Residence over that applicable to residential buildings, or would result in uninsurability of the Condominium or any part hereof, or the cancellation, suspension, modification or reduction of insurance in or on or covering the Condominium or any part thereof. If, by reason of the occupancy or use of any Residence by any Owner, the rate of insurance on all or any portion of the Condominium shall be increased, such Owner shall be personally liable to the Condominium Association for such increase and such sum shall be payable to the Council of Co-Owners at the same time and in the same manner as provided for the payment of Common Expense Charge.

(f) No Owner shall install, attach or hang or allow to be installed, attached or hung any equipment or wiring or electrical installations, television or radio transmitting or receiving antennas, air-conditioning units or any other like equipment or wiring in or across any portion of any of the Common Elements. No such equipment or wiring shall protrude from any Balcony or through any wall, floor, ceiling, window or door which is a Common Element, except as approved by the Condominium Association. All radios, televisions, electrical equipment or appliances of any kind or nature and the wiring therefor installed or used in a Residence shall fully comply with all rules, regulations and requirements of all state and local public authorities having jurisdiction.

(g) Each Owner shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations or requirements of any governmental agency or authority with respect to the occupancy and use of his Residence and with the provisions of this Declaration, and the By-Laws and Rules and Regulations.

Section 2.2 Decorations, Maintenance and Repairs of Residences. Any Owner may decorate and redecorate his Residence and may make any non-structural improvements or non-structural alterations within his Residence (but not to any of the Common Elements) and shall have the right to paint, repaint, tile, wax, paper, or otherwise furnish or decorate any interior surfaces of walls, partitions, ceilings and floors within his Residence; provided, however, that all such activities shall require the prior written approval of the Board of Directors. Those portions of a Balcony which are not a part of the Residence to which such Balcony is appurtenant are Common Elements and shall be maintained by the Condominium Association. No Owner shall have any right to place any sign in or on any Residence or elsewhere on the Condominium without the prior written consent of the Board of Directors, and the Board of Directors shall have the right to remove any sign so placed without its permission.

Each Owner shall, at his own cost and expense, maintain his Residence in good condition and repair. The Condominium Association shall maintain all of the Common Elements, including those serving only a particular Residence (whether or not within the boundaries of such Residence), the cost of which shall be a Common Expense, except to the extent that repair to Common Elements serving only a particular Residence is made necessary by the negligence or misuse of that particular Owner, in which event such Owner shall be liable to the Condominium Association for the cost of such repair, which sum shall be due and payable upon presentation to such Owner by the Condominium Association therefor. Without limiting the generality of the foregoing, the Condominium Association

shall be entitled to enter into such contracts and agreements concerning the Condominium as a whole, the Common Elements, or the Building, as the Board of Directors deems reasonably necessary or appropriate to maintain and operate the Condominium as a viable residential condominium regime, including, without limitation, the right to grant utility and other easements for such uses as the Board of Directors deems appropriate.

Section 2.3 Balconies. No Owner shall paint, remodel or enclose any Balcony, store or place any objects or things of any description whatsoever on such Balcony, or dry clothing or place other materials on such Balcony without the prior written approval of the Board of Directors. Upon prior written approval of the Board of Directors, and Owner may furnish a Balcony with outdoor furniture, in keeping with the provisions of this Declaration and the Rules and Regulations.

Section 2.4 Alterations to Common Elements. No Owner shall do any act or permit any act to be done in, on or to any Residence, Balcony or Common Element, which will impair the structural integrity, weaken the support or otherwise adversely affect the Building or any Common Element.

Decorative wall items such as shelves and art work may be affixed to or installed on the walls of any Residence which are Common Elements without prior approval of the Condominium Association provided such affixation or installation is accomplished in a good and workmanlike manner. Except for such affixation or installation of decorative wall items, no Owner shall make any alteration to any of the Common Elements (including, but not limited to, walls, windows and doors that are Common Elements) or install, attach, paste or nail any article thereto without the prior approval of the Condominium Association.

Section 2.5 Additional Provisions. The Condominium Association, in accordance with the provisions of the By-Laws or the Rules and Regulations, may provide such additional rules and regulations for use of the Common Elements, the Limited Common Elements, the Parking Spaces, and the Residences as are necessary or desirable in the judgment of the Condominium Association for the operation of the condominium; provided, that such Rules and Regulations and By-Laws are not in conflict with the provisions of this Declaration. Such By-Laws and Rules and Regulations shall be applicable to the Common Elements and the Residences as if set forth herein.

ARTICLE III

CONDOMINIUM ASSOCIATION

Section 3.1 Authority to Manage. The affairs of the Condominium and Condominium Regime shall be administered by The Galvestonian Condominium Association. The Condominium Association shall have all rights, powers and duties of the "Council of Co-Owners" as that term is used in the Texas Condominium Act. The Condominium Association shall have the right, power and obligation to provide for the maintenance, repair, replacement, administration and operation of the Condominium and the Condominium Regime as provided in this Declaration, the By-Laws and the Rules and Regulations. The business and affairs of the Condominium Association shall be managed by its Board of Directors. Without limiting the generality of the foregoing, the Condominium Association shall be entitled to enter into such contracts and agreements concerning the Condominium as a whole, the Common Elements, or the Building, as the Board of Directors deems reasonably necessary or appropriate to maintain and operate the Condominium as a viable

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residential Condominium Regime, including, without limitation, the right to grant utility and other easements for such uses as the Board of Directors deems appropriate.

Until the appointment of the First Board as provided for in Section 3.5, below, the Declarant shall exercise all of the powers, rights, duties and functions of the Board of Directors for the benefit of the Owners. The Declarant may engage itself or any entity, whether or not affiliated with the Declarant, as the Managing Agent under a management contract that will have a maximum term of three (3) years and will be terminable by either party upon thirty (30) days prior written notice. Such contract shall provide for payment to the Managing Agent of a management fee of \$ _____ per year. After the expiration of any such management contract entered into by the Declarant on behalf of the Condominium Association, the Board of Directors may delegate any of its duties, powers or functions to a Managing Agent selected by the Board of Directors. The members of the Board of Directors shall not be liable for any omission or improper exercise by the Managing Agent of any such duty, power or function so delegated. Such delegation shall be by written instrument executed by the President of the Condominium Association acting on behalf of a majority of the members of the Board of Directors.

Section 3.2 Membership in the Condominium Association. Each Owner (and only an Owner) shall be a member of the Condominium Association so long as he shall be an Owner of a Residence, and such membership shall automatically terminate when he ceases to be an Owner of a Residence. Upon the transfer of ownership of a Residence, however achieved (including, but not limited to, foreclosure of a Mortgage or deed in lieu of foreclosure), the new Owner succeeding to such ownership shall likewise succeed to membership in the Condominium Association. The Condominium Association may issue certificates evidencing membership therein.

Section 3.3 Voting of Members. There shall be one vote in the affairs and management of the Condominium Association for each Residence. In the event that ownership interest in a Residence are owned by more than one member of the Condominium Association, the members who own fractional interests in such Residence aggregating more than fifty percent (50%) of the whole ownership thereof shall appoint one member, who shall be entitled to vote the vote of that Residence at any meeting of the Condominium Association. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual notice to the Board of Directors or upon the death or judicially declared incompetence of any one of the members. The Board of Directors shall be entitled to rely on any such designation unless and until written notice revoking such designation is received by the Board of Directors. In the event that a Residence is owned by more than one member and no single member is designated to vote on behalf of the members having an ownership interest in such Residence, then none of such members shall be allowed to vote. All members of the Condominium Association may be present at any meeting of the Condominium Association and may act at any such meeting either in person or by proxy. At any such meeting, the Declarant may exercise the voting rights with respect to Residences owned by it.

Section 3.4 Meetings of the Members.

(a) The first meeting of the members of the Condominium Association shall be held when called by the initial Board of Directors upon ten (10) days written notice to the Owners. Such written notice may be given at any time but must be given not later than thirty (30) days after at least eighty five percent (85%) of all of the Residences have been sold by the Declarant, a deed therefor recorded and the purchase price paid.

(b) Thereafter, an annual meeting of the members of the Condominium Association shall be held in the Building or at such other place as may be designated by the Board of Directors at 8:00 o'clock p.m. on the third Tuesday in March of each calendar year (or the first business day thereafter if such day is a governmental or religious holiday). At the discretion of the Board of Directors, the annual meeting of the members of the Condominium Association may be held at such other reasonable time (not more than sixty (60) days prior to or subsequent to the aforesaid date) as may be designated by written notice of the Board of Directors delivered to the members not less than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting.

(c) At the annual meeting, the Board of Directors shall present a financial accounting of the Common Expense Fund, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each Owner and the estimated Common Expense Charges for the coming calendar year. Within thirty (30) days after the annual meeting, the statements and estimates presented at the annual meeting by the Board of Directors shall be delivered to all Owners.

(d) Special meetings of the members may be called by the President of the Condominium Association or any Vice President of the Condominium Association at any time or may be called upon petition to the President of the Condominium Association by members having ten percent (10%) of the votes in the Condominium Association or by a majority of the Board of Directors. Written or printed notice stating the place, day and hour of such special meeting and the purpose or purposes for which the meeting is called shall be delivered to each member not less than three (3) nor more than twenty-one (21) days before the date of such meeting.

(e) For the purpose of determining the members entitled to notice of a meeting and to vote at any meeting, the membership of the Condominium Association shall be determined at the close of business on the twenty-fifth (25th) day preceding such meeting.

Section 3.5 Board of Directors. The Board of Directors shall consist of seven (7) persons who, except in the case of the Initial Board, the First Board and the Second Board (as such terms are defined below in this Section 3.5), shall be members of the Condominium Association, spouses of members, or, in the event that a Residence is owned by a corporation or other business entity, an officer, directors or other designated representative of such entity who resides in the Residence owned by such entity. The Directors shall be elected by the members in the following manner:

(a) Prior to the first meeting of the members of the Condominium Association, as described in Section 3.4(a), above, the seven (7) Directors comprising the Board of Directors shall have been appointed by the Declarant ("the First Board").

(b) At the first annual meeting of the members of the Condominium Association held in accordance with Section 3.4(b), above, three (3) Directors shall be elected by the members; two (2) of which shall serve for terms of two (2) years each, and one (1) of which shall serve for a term of three (3) years ("the Second Board").

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(c) At the second annual meeting of the members of the Condominium Association held in accordance with Section 3.4(b) above, four (4) Directors shall be elected by the members; two (2) of which shall serve for terms of two (2) years each, and two (2) of which shall serve for terms of three (3) years each. The four (4) Directors so elected shall replace those initially appointed by the Declarant.

(d) At the third annual meeting of the members of the Condominium Association held in accordance with Section 3.4(b), above, two (2) Directors shall be elected by the members to serve for a term of two (2) years. At the fourth annual meeting of the members of the Condominium Association held in accordance with Section 3.4(b), above, and at each annual meeting of the members of the Condominium Association thereafter, three (3) Directors shall be elected by the members of the Condominium Association, two (2) of which shall serve for terms of two (2) years each, and one (1) of which shall serve for a term of three (3) years.

(e) All votes shall be cast by written ballot and the candidate receiving the highest number of votes for each position to be elected shall be deemed elected. Cumulative voting shall be prohibited for the election of Directors. The presence of a majority of Directors at a meeting of the Board of Directors shall constitute a quorum for the transaction of business. The action of a majority of Directors present at the meeting at which there is a quorum shall be the act of the Board of Directors. The annual meeting of the Board of Directors shall be held each year immediately following the annual meeting of the members, at the place of such annual meeting of members, for the election of officers and the consideration of any other business that may properly be brought before such meeting. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors shall determine, but not less often than once each calendar quarter. Special meetings of the Board of Directors shall be held at any time upon written notice of such special meeting by the President of the Condominium Association or upon call by any two (2) Directors.

(f) Except for those members of the Board of Directors who are appointed to the Board of Directors by the Declarant in accordance with Section 3.5(a), above, any member of the Board of Directors may be removed from membership on the Board of Directors, with or without cause, by the affirmative vote of two-thirds (2/3) of the votes represented at a meeting of the members of the Condominium Association called to consider such action. A replacement for such member so removed shall be elected by the Condominium Association for the unexpired portion of such expelled Director's term. Any member of the Board of Directors appointed by the Declarant as set forth above may be removed from membership on the Board of Directors, for cause only, by the affirmative vote of two-thirds (2/3) of the votes represented at a meeting of the members of Condominium Association called to consider such action. A replacement for such member so removed shall be appointed by the Declarant for the unexpired portion of such expelled Director's term.

(g) The Directors (other than those appointed by the Declarant) shall serve for their respective designated terms, commencing at the time of

their election until their death, resignation, removal or until they are no longer members of the Condominium Association, whichever occurs first. Those Directors appointed by the Declarant shall serve from their appointment until their death, resignation, appointment of a successor Director by the Declarant, or until such time as their position as Director is filled by means of election by the members of the Condominium Association as provided for in Sections 3.5(b) and (c), above.

Section 3.6 Actions Without Meetings. Any action required by this Declaration or by law to be taken at a meeting of the members of the Condominium Association or at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the members of the Condominium Association entitled to vote with respect to the subject matter therefor or signed by all the members of the Board of Directors, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting.

Section 3.7 Officers. The Officers of the Condominium Association shall be elected by the Board of Directors and shall consist of a President, a Vice President, a Secretary and a Treasurer and such other Vice Presidents, Assistant Secretaries and Assistant Treasurers as may be convenient or necessary in the judgment of the Board of Directors for the administration and operation of the Condominium. The Officers shall be elected for one-year terms from among the members of the Board of Directors at the annual meeting of the Board of Directors.

Section 3.8 Administration of the Condominium. The Condominium Association acting through its Board of Directors, its officers or other duly authorized management representatives (including, without limitation, a Managing Agent), shall manage the business and affairs of the Condominium and shall, without limitation, have the powers of collection and enforcement set forth in this Declaration. The Condominium Association shall, for the benefit of all of the Owners, provide, perform, cause to be performed, maintained, acquired, contracted and paid for out of the Common Expense Fund, the following:

- (a) Utility services used in or for the Common Elements, water and sewer services used by or consumed by the Residences and, if not separately metered or charged, other utility services for the Residences. Electricity, telephone and other utility services separately metered or charged shall be paid for by the Owner of the Residence served by such utility services.
- (b) The insurance required by Section 5.1, below, and such other policies of casualty, liability and/or other insurance covering persons, property and risks as are in the best interests of the Condominium.
- (c) The services of a Managing Agent and such other persons as the Board of Directors, from time to time, determines to be necessary or proper for the daily management, operation and maintenance of the Condominium.
- (d) All supplies, tools and equipment reasonably required for use in the management, operation, maintenance, cleaning and enjoyment of the Condominium.
- (e) The cleaning, maintenance, repairing, reconstruction and replacement of the Common Elements as the Board of Directors determines to be

necessary for the operation of the Condominium in a manner consistent with the desires of the members of the Condominium Association.

(g) The removal of all trash, garbage and rubbish from the central garbage receptacle or receptacles of the Building, including the employment of the public or private services of a garbage collection company or agency.

(h) Costs of (i) bookkeeping of the accounts of the Condominium Association and the annual accounting provided for in the Declaration and in the By-Laws; (ii) legal and accounting services and fees of the Council of Co-Owners; (iii) premiums of fidelity bonds and (iv) taxes or assessments of whatever type assessed against or imposed upon the Common Elements.

The Board shall not, without the prior authorization of the members of the Condominium Association obtained at a meeting of the members, contract for or pay out of the Common Expense Fund any one item of capital addition or improvement (other than replacement of existing Common Elements) for a cost in excess of Ten Thousand Dollars (\$10,000.00).

Nothing herein shall authorize the Board of Directors to furnish services to any person primarily for the benefit or convenience of any Owner or Owners or any occupant or occupants of any Residence other than services customarily rendered to all Owners and occupants of Residences. The Board of Directors shall have the exclusive right and obligation to contract for all goods, services and insurance in connection with the administration of the Condominium, and all payments therefor shall be made from the Common Expense Fund.

Section 3.9 Accounting and Audit. The Board of Directors shall keep or cause to be kept books and records of the receipts and expenditures affecting the Condominium and its administration, which records shall indicate the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Condominium or the Condominium Association. The books of accounts and all vouchers supporting the entries made therein shall be available to all Owners for examination at the office of the Condominium Association or at the office of the Managing Agent at convenient hours on working days, and the Board of Directors shall establish and publish for general knowledge the days and hours during which such books shall be available for inspection. All such books and records shall be kept in accordance with generally accepted accounting procedures, consistently applied, and, upon the affirmative vote of a majority (as determined by the By-Laws) of the members, shall be audited at least once a year by an outside auditor pursuant to the terms and provisions of the By-Laws. The fiscal year of the Condominium Association shall be the calendar year, unless another period is established by the Board of Directors.

Section 3.10 Right of Entry. The Condominium Association or its duly authorized representative (including any then-acting Managing Agent), shall have the right and authority to enter any Residence for the following purposes:

- (a) Making necessary repairs therein;
- (b) Performing necessary maintenance or repairs to the Common Elements for which the Condominium Association is responsible;
- (c) Abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in such Residence (including, but not limited to, removal of objects placed upon or stored on any Balcony without the prior written approval of the Board of Directors);

- (d) Protecting the property rights and welfare of other Owners; and
- (e) Enforcing the provisions of this Declaration, the By-Laws and the Rules and Regulations.

Except in the event of an emergency, such right of entry shall be exercised only in the presence of the Owner or other occupant of the Residence which is entered. In all events, such right of entry shall be exercised in such manner as to avoid any unreasonable or unnecessary interference with the possession, use or enjoyment of the Residence by the Owner or occupant thereof and shall, whenever possible, be preceded by reasonable notice to the Owner or occupant thereof. The rights of entry herein granted to the Condominium Association or its duly authorized representative shall be accomplished by and exercised subject to such methods and procedures as are set forth in the Rules and Regulations. The Owner of each Residence shall have the option to provide the Board of Directors and the Managing Agent with a passkey to their respective Residence, with such passkey to be utilized by the Board of Directors and the Managing Agent only for entry into such Residence as provided in this Declaration or for such other purpose as may be authorized in writing by such Owner. In the event that an Owner elects not to provide the Board of Directors and the Managing Agent with a passkey to such Owner's Residence, such election shall not alter or reduce the rights of entry granted to the Board of Directors and the Managing Agent as set forth in the Declaration. In the event that it becomes necessary for the Board of Directors or the Managing Agent to exercise such rights of entry herein granted, the Board of Directors or the Managing Agent shall be authorized to utilize such methods as may be necessary to gain such entry (including physical force, if necessary), and such Owner hereby releases the Board of Directors and the Managing Agent from any liability for damages caused by any such entry and agrees to indemnify and hold harmless the Board of Directors and the Managing Agent from any claims arising therefrom.

Section 3.11. Notices. Any notice permitted or required to be given to an Owner may be hand delivered or may be delivered by mail. If notice is given by mail, such notice shall be deemed to have been delivered seventy-two (72) hours after deposit in the U.S. Mail, postage prepaid, addressed to an Owner at his Residence or to such other address as the Owner may have given in writing to the Secretary of the Condominium Association for the purpose of service of notices. Any address for purposes of notice to an Owner may be changed from time to time by notice in writing to the Secretary of the Condominium Association. Any notice permitted or required to be given to the Condominium Association or the Board of Directors may be hand delivered to the Managing Agent's office in the Building or mailed in the same manner provided above in this Section 3.11 regarding mailing of notice to an Owner.

ARTICLE IV

COMMON EXPENSE FUND; ASSESSMENTS; COLLECTION

Section 4.1 Common Expense Charges. Except as provided in Section 4.2, below, all Owners are bound to contribute to the Common Expense Fund as Common Expense Charge in proportion to their Percentage Ownership Interests, the expenses of (a) administration of the Condominium Regime, (b) the administration, maintenance and repairs of the Common Elements, (c) other expenses provided by the terms hereof to be paid by expenses provided by the terms hereof to be paid by the Condominium Association, and (d) those expenses that the Condominium Association agrees to assume pursuant to this Declaration, the By-Laws and Rules and Regulations. The Common Expense Charges shall be assessed in accordance with the provisions of this Article IV. No Owner shall be exempt from the obligation to make such contribution to the Common Expense Fund by waiver of

the use or enjoyment of the Common Elements, by abandonment of his Residence or for any other reason or under any other circumstances.

Section 4.2 Payment of Common Expense Charges by the Declarant. Recognizing that, to some degree, the cost of administration and maintenance of the condominium and the Common Elements is related to the use of the Common Elements by the Owners of the Residences that are actually occupied, the Declarant shall pay to the Condominium Association, until the appointment of the First Board as provided in Section 3.5(a), above, in lieu of any Common Elements Charge or Special Assessment with respect to all Residences which the Declarant continues to own, an amount, if any, by which the "Actual Operating Expense" (as hereinafter defined) incurred for the first twelve (12) months of operation of the Condominium Association after the occupancy of the first Residence (other than the "Excess Utility Costs", as hereinafter defined), exceeds the aggregate of the Common Expense Charges (less any portion thereof that is deposited in the Reserve Fund) payable during such period by other Owners of Residences. In the event that the amounts collected as Common Elements Charges from Owners other than the Declarant (less any portion thereof that is deposited in the Reserve Fund) exceed such Actual Operating Expenses for such period, an amount equal to such excess shall be refunded to the Owners who shall have paid such Common Expense Charges, in proportion to their respective contributions. For the purposes of this Section 4.2, the term "Actual Operating Expenses" shall mean those expenses reasonably necessary for the normal maintenance and operation of the Condominium, but shall not include (i) capital expenditures, (determined in accordance with generally accepted accounting principles); (ii) any amount paid into the Reserve Fund, or (iii) prepaid items, inventory items or similar expenses to the extent attributable to periods after such twelve (12) month period. For purposes of this Section 4.2, the term "Excess Utility Costs" shall refer to the increase in charges made by applicable utility companies supplying utility service to all of the Common Elements, including, but not limited to, the Condominium heating and airconditioning system (of the Common Elements) in excess of similar charges for such utilities to the extent such excess results from an increase in the utility rates for such utilities over those rates published by the applicable public utility service supplying such utility as of June 1, 1981, which were \$0.07 per Kilowatt hour ("KWH") plus a fuel adjustment. After appointment of the First Board, the Common Expense Charges to be paid by each Owner (including the Declarant) shall be determined as provided in this Article IV.

Section 4.3 Budgets, Establishment of Common Expense Charges and Special Assessments. Until the appointment of the First Board in accordance with Section 3.5(b), above, the Declarant shall have the right and obligation to establish the annual budgets for each fiscal year projecting all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium and Condominium Regime. Such budget, and all successive budgets, shall include a reasonable allowance for contingencies and shall establish a reserve fund (the "Reserve Fund") for maintenance, repairs and replacements to the Common Elements, including those that must be replaced on a periodic basis. Such initial budget, and those adopted thereafter, may also provide for ad valorem tax expenses of the Land and the Building, if the taxing authorities having jurisdiction thereof have not then separately assessed and valued individual Residences.

Commencing with the appointment of the First Board, the Board of Directors shall establish an annual budget in advance for each calendar year. Such budget shall project all expenses for the forthcoming year for the proper operation, management and maintenance of the Condominium, and shall include a reasonable allowance for contingencies and an allowance for a reasonable addition to the Reserve Fund. Such budget, and those

adopted thereafter, may also provide for ad valorem tax expenses of the Land and the Building if the taxing authorities having jurisdiction thereof have not then separately assessed and valued individual Residences. The Common Expense Charge for each year shall be established by the adoption of such annual budget by the Board of Directors. Copies of each such budget shall be delivered to each Owner by such reasonable means as the Board of Directors may provide. In the event that the Board of Directors at any time reasonably determines that the Common Expense Charges so levied are or may prove to be sufficient to pay the costs of operation and management of the Condominium for a fiscal year, or in the event of casualty losses, condemnation losses or other events (including non-payment of Common Expense Charges by some Owners) which require additional funds for preservation and operation of the Condominium, the Board of Directors shall have the authority at any time to levy such Special Assessment as the Board of Directors deems necessary for such purposes. Such Special Assessment shall not be levied, however, without the prior approval of Owners having at least a majority of the votes of the Condominium Association, unless a greater number of votes is required by law.

The failure or delay of the Board of Directors to prepare the annual budget or to deliver copies of such budgets to each Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay Common Expense Charges whenever the same shall be determined. In the event of any delay or failure to establish the annual budget, each Owner shall continue to pay the Common Expense Charge, monthly at the rate established for the previous period until a new annual budget is established.

Section 4.4 Payment of Common Expense Charges and Special Assessments. After each annual budget is adopted, the Declarant or the Condominium Association, as the case may be, shall determine the Common Expense Charge required for the operation of the Condominium and the maintenance of the Common Elements and for the allowance for contingencies and Reserve Fund for each calendar year. The Common Expense Charge shall be allocated among the Owners according to their respective Percentage Ownership Interests. Common Expense Charges shall be due and payable monthly in advance on the first day of each calendar month (or such other day as the Board of Directors may designate by written notice to all Owners in accordance with Section 3.11, above) during the year for which the Common Expense Charge has been assessed. Special Assessments shall be payable on or before ten (10) days after Owners are invoiced therefor. Payment of Common Expense Charges and Special Assessments shall be in default if such Common Expense Charges and Special Assessments, or any part thereof, are not paid to the Council of Co-Owners on or before the date specified in the notice thereof for such payment. Common Expense Charges and Special Assessments in default shall bear interest at a rate of ten percent (10%) per annum from the due date until paid. In addition to the foregoing interest charge, in the event that any Common Expense Charge is not paid by the 15th day of such month, or in the event that a Special Assessment is not paid within five (5) days after the due date thereof specified in the notice to the Owners, then, at the election of the Board of Directors, the Common Expense Charge due from the delinquent Owner for the balance of then current calendar year shall be accelerated, shall become at once due and payable, and from the 15th of such month in the case of a delinquent Common Expense Charge, or five (5) days after the due date of a Special Assessment, shall bear interest at the rate of twelve percent (12%) per annum. The Board of Directors shall also have the right, in its discretion, by appropriate resolution to establish late fees or delinquency charges to be imposed in addition to the interest to which such delinquent Common Expense Charges and Special Assessments are subject. Each Owner (whether one or more persons) shall be personally liable for the payment of all Common Expense Charges and Special Assessments, interest and late fees (or delinquency charges) which may be levied against such Owner and his Residence pursuant to the provisions of this Declaration.

Section 4.5 Enforcement. In order to secure the payment of the Common Expense Charges and Special Assessments levied hereunder (including interest, late fees and delinquency charges), a vendor's lien and superior title shall be and is hereby reserved in and to each Residence (being a portion of the purchase price therefor) and assigned to the Condominium Association, without recourse, which lien shall be enforceable through appropriate judicial proceeding by the Condominium Association or any Owner on behalf of the Condominium Association or by public sale without judicial proceedings. Each Owner, by accepting conveyance of a Residence, irrevocably grants to the Condominium Association a power of sale, so that the lien for any unpaid sums required to be paid by this Declaration may be foreclosed at public sale without judicial proceedings in the manner prescribed by the laws of the State of Texas. The Condominium Association may be the bidder at any such foreclosure sale and may have the amount for which the Residence in question is sold credited on the sums owing to the Condominium Association. Said lien and superior title shall be deemed subordinate to a first lien or liens of any bank, insurance company, savings and loan association, university, pension or profit-sharing trust or plan, or other institutional lender which may have heretofore or may hereafter lend money in good faith for the purchase or improvements of any Residence. The collection of such Common Expense Charges and/or Special Assessments may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment, and, in the event of such suit, the expenses incurred in collecting such delinquent assessments, including interest, costs and attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner. Except in the circumstances in which a good faith dispute exists as to the amount of the Common Expense Charges or any Special Assessments for which an Owner is liable, an Owner in default in the payment of the Common Expense Charge or any Special Assessment shall not be entitled to vote at any meeting of the Condominium Association so long as such default continues to exist.

Section 4.6 Common Expense Fund. The Common Expense Charges collected from the Owners shall be paid into the Common Expense Fund to be held and used for the benefit, directly or indirectly, of the Condominium. Such Common Expense Fund may be expended by the Board of Directors for the purposes set forth herein, including, but not limited to, providing for the (a) enforcement of the provisions of this Declaration, the By-Laws and the Rules and Regulations, (b) maintenance, operation, repair, benefit and welfare of the Common Elements, and (c) generally for those things that the Board of Directors determines to be necessary or desirable to maintain or improve the Condominium. The use of the Common Expense Fund for any of these purposes, except as provided herein, is permissive and not mandatory, and the decisions of the Board of Directors with respect thereto shall be final, so long as such decisions are made in good faith.

ARTICLE V

INSURANCE

Section 5.1 General Provisions. The Board of Directors of the Condominium Association shall have authority to obtain and maintain the following insurance for the Condominium:

- (a) Insurance on the Building, including the Residences (except as provided in Section 5.2, below) and the Common Elements, against loss or damage by fire; and loss or damage by all risks now or hereafter embraced by Texas Multi-Peril Form and any similar extended coverage policy or endorsement thereto designed for insuring condominium regimes in the State of Texas

(with vandalism and malicious mischief endorsements), in amounts sufficient to prevent the Condominium Association or the Owners from becoming a co-insurer within the terms of the applicable policies, but in any event in an amount not less than the full insurable replacement cost of the Building and the Common Elements. The "full insurable replacement cost" of the Building, including the Residences and the Common Elements, shall be determined from time to time, but at least once in a twelve-month period by the Board of Directors, and the Board of Directors shall have the authority to obtain and pay for an appraisal by a person or organization selected by the Board of Directors to make such determination. The cost of any and all such appraisals shall be paid for out of the Common Expense Fund.

(b) Insurance on the Building against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about the Building, without co-insurance clause so long as available, in such amount as the Board of Directors deems desirable and appropriate.

(c) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or any Owner, or the family, agent, employee or invitee of any Owner, occurring in, on or about the Common Elements or upon, in or about the private driveways, roadways, walkways and passageways, on or adjoining the Condominium, which public liability and property damage insurance shall afford protection to such limits as the Board of Directors deems desirable and appropriate. Such liability and property damage insurance policy shall contain a cross-liability endorsement, wherein the rights of named insureds under the policy or policies shall not prejudice his, her or their action or actions against another named insured.

(d) Such workman's compensation insurance as may be necessary to comply with applicable federal, state and local laws.

(e) Employer's liability insurance in such amounts as the Board of Directors deems desirable and appropriate.

(f) Fidelity bonds indemnifying the Condominium Association, the Board of Directors and the Owners from loss of funds resulting from fraudulent or dishonest acts of any employee of the Condominium Association or of any other person handling the funds of the Condominium Association, in such amounts as the Board of Directors deems desirable and appropriate.

(g) Officers and Directors liability insurance in such amounts as the Board of Directors deems desirable and appropriate.

(h) Such other insurance in such reasonable amounts as the Board of Directors deems desirable and appropriate.

The premiums for all insurance acquired on behalf of the Condominium Association or the Owners pursuant to the provisions hereof shall be paid for out of the Common Expense Fund.

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All insurance provided for in this Section 5.1 shall be effected under valid and enforceable policies issued by issuers of recognized responsible insurance companies authorized to do business in the State of Texas. Policies of insurance of the character described in Subsections (a), (b) and (c) of this Section 5.1 shall (i) name as insureds the Condominium Association and each Owner of a Residence in the Percentage Ownership Interest set forth on Exhibit D attached hereto; (ii) contain a standard mortgagee clause endorsements in favor of the Mortgagee or Mortgagees of each Residence, if any, as their respective interests may appear; (iii) be without contribution with regard to any other such policies of insurance carried individually by any Owner, whether such other insurance covers the Residence owned by such Owner and/or the additions and improvement made by such Owner to his Residence; (iv) provide that such policy shall not be terminated for non-payment of premiums or for any other cause without at least thirty (30) days prior written notice to the Condominium Association and at least ten (10) days prior written notice to the Mortgagee of each Residence, and (v) provide a waiver of subrogation against any Owner of a Residence. If possible, all policies of insurance of the character described in Section 5.1(a), above, shall contain an endorsement extending coverage to include the payment of Common Expense Charges during the period of reconstruction with respect to Residences that are damaged.

Section 5.2 Individual Insurance. Each Owner shall be responsible for obtaining and maintaining insurance on the contents of his Residence and the furnishings, interior walls, appliances and all parts of the Residence that are not Common Elements, and personal property contained in a Residence. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Condominium Association for the benefit of all the Owners, as provided in Section 5.1(a) and Section 5.1(b) above. Owners may carry individual policies of liability insurance insuring against the liability of such Owners, at their own cost and expense.

ARTICLE VI

FIRE OR CASUALTY; REBUILDING

Section 6.1 Determination of Loss. In the event that a fire or other casualty causes damage or destruction to the Building, the Board of Directors shall, within thirty (30) days after such casualty, determine whether such loss comprises the whole or more than two-thirds (2/3) of the Building above the foundation. Unless otherwise provided by law, such determination shall be made by determining whether the cost of necessary repair or reconstruction would exceed two-thirds (2/3) of the cost of reconstructing the Building as it existed prior to such fire or other casualty. In the event of fire or other casualty damage which does not comprise more than two-thirds (2/3) of the Building above the foundation, unless otherwise unanimously agreed to by the members of the Condominium Association, the Building shall be repaired and reconstructed in accordance with this Article VI substantially in accordance with the original plans and specifications for the Building.

In the event that fire or other casualty damage comprises the whole or more than two-thirds (2/3) of the Building above the foundation, unless otherwise unanimously agreed to by the Owners, all proceeds of insurance policies carried by the Condominium Association and all accrued and collected Common Expense Charge (after deducting any unpaid Common Expense Charges for which such Owner may be liable) shall be delivered to the Owners or their Mortgagees, as their interests may appear, in proportion to the Percentage Ownership Interests of each Owner, as set forth on Exhibit D attached hereto. In such event, the Condominium Regime established by this Declaration shall terminate.

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Upon such termination, the Residences and the Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interests by all Owners as tenants-in-common in the Percentage Ownership Interest previously owned by each Owner in the Common Elements. In such case, unless otherwise unanimously agreed upon by all of the Owners, the Board of Directors, as soon as is reasonably possible and as agent for all of the Owners, shall sell the Condominium, on terms satisfactory to the Board of Directors, and the net proceeds of such sale shall thereupon be distributed to the Owners or their Mortgagees, as their interests may appear, in proportion to the Percentage Ownership Interests previously owned by such Owner in the Common Elements. If the Board of Directors fails to consummate a sale pursuant to the preceding sentence within twenty-four (24) months after the destruction or damage occur, then the Board of Directors shall (or if the Board of Directors does not, any Owner or Mortgagee may) record a sworn statement setting forth such facts and reciting that, under the provisions of this Declaration, the prohibition against judicial partition provided for in Section 12.2, below, has terminated, and that judicial partition of the Land and the Building may be obtained pursuant to the laws of the State of Texas.

Section 6.2 Rebuilding. In the event that it is determined that the Building is to be repaired and reconstructed, all proceeds of insurance policies with respect to such fire or casualty carried by the Condominium Association shall be deposited with a bank insured by the Federal Deposit Insurance Company (or its successors) and located in Galveston County, Texas, selected by the Board of Directors, and such bank shall hold such insurance proceeds in trust for the benefit of the Owners and their Mortgagees, as their respective interests may appear. The Board of Directors shall thereupon contract on behalf of all of the Owners to repair or rebuild the damaged portions of all of the Residences, the Building and Common Elements in accordance with the original plans and specifications therefor, and the funds held in the trust by such depository bank shall be used for this purpose and disbursed by the Board of Directors in accordance with the terms of the contract for repair and rebuilding. Each Owner of a Residence will be responsible for rebuilding or repairing any improvements or modifications in or to his residence that do not constitute Common Element or that were not constructed in accordance with the original plans and specifications.

In the event that such insurance proceeds are insufficient to provide for such repair, restoration or rebuilding, the building costs in excess of the insurance proceeds shall be assessed against all of the Owners, in proportion to the Percentage Ownership Interest of each Owner, as set forth on Exhibit D, attached hereto. Notwithstanding the provisions of Section 4.3, above, such Special Assessments shall not require the consent of the members of the Condominium Association. If any Owner shall fail to pay such Special Assessments when due, the Board of Directors may make up the deficiency by payment from the Common Expense Fund, which payment shall in no way release the Owner who has failed to make payment of such Special Assessment from liability therefor. Such assessments shall be enforceable as provided in Sections 4.4 and 4.5, above, for other Special Assessments. The provisions of this Section 6.2 may be changed only by unanimous resolution of the Owners and all Mortgagees adopted after the date on which such fire or casualty loss occurs.

Section 6.3 Repair of Residences. Each Owner shall be responsible for the reconstruction, repair and replacement of all personal property and other property not a Common Element in or part of his Residence, including, but not limited to, floor coverings, wall coverings, interior walls, furniture, furnishings, decorative light fixtures and appliances located in a Residence.

Section 6.4 Indemnity of Counsel of Association. Each Owner shall be responsible for any damages not otherwise covered by insurance carried by the Condominium

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Association, if such damages are caused by such Owner's negligence or misuse or by the negligence or misuse of his immediate family, his agents or employees in the course of their duties, and each Owner shall, to the extent not covered by insurance collected by the Condominium Association, indemnify the Condominium Association and all other Owners against any such damages for reconstruction, repair and replacement of any portion of the Building. Notwithstanding the foregoing, to the extent that any such damages are covered by insurance, neither the Condominium Association nor any Owner shall have a claim or cause of action to recover for such damages.

ARTICLE VII

EMINENT DOMAIN

Section 7.1 General Provisions. If all or any part of the Condominium is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain, whether permanent or temporary, the Board of Directors and each Owner shall be entitled to participate in proceedings incident thereto at their own respective expense. The Board of Directors shall give notice of the existence of such proceeding to all Owners and to all Mortgagees known to the Board of Directors to have an interest in any Residence. The expense of participation in such proceedings by the Board of Directors shall be paid for out of the Common Expense Fund. The Board of Directors is specifically authorized to obtain and pay for assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board of Directors, in its discretion, deems necessary or advisable to aid or advise the Board of Directors in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board of Directors, acting as trustee, and such damages or awards shall be applied or pass as provided in this Article VII.

Section 7.2 Taking of Common Elements. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Residence) the Board of Directors shall, in addition to the general powers set forth in this Declaration, have the sole authority to determine whether to defend or resist any such proceedings, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any taking of Common Elements only, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards shall be paid to each Owner in proportion to his Percentage Ownership Interest in the Common Elements as set forth on Exhibit D, attached hereto. The Board of Directors may, if it deems advisable, call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore the Common Elements so taken or damaged to the extent possible. 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 plat attached hereto as Exhibit C shall be duly amended by instrument executed by the Board of Directors on behalf of the Owners to reflect the addition to such land or building.

Section 7.3 Taking of Residences. In the event that such eminent domain proceeding results in the taking of or damage to one or more, but less than two-thirds (2/3) of the total number of Residences, then the damages and awards for such taking shall be determined for each Residence in the following manner:

- (a) The Board of Directors shall determine which of the Residences damaged by such taking may be made tenantable for the purposes set forth

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in this Declaration, taking into account the nature of this Condominium and the reduced size of each Residence so damaged.

(b) The Board of Directors shall determine whether it is reasonably practicable to operate the remaining Residences of the Condominium, including those damaged Residences which may be made tenantable, as a condominium in the manner provided for in this Declaration.

(c) In the event that the Board of Directors determines that it is not reasonably practicable to operate the undamaged Residences and the damaged Residences which can be made tenantable as a condominium, the Condominium shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interests by all Owners, as tenants-in-common, in the Percentage Ownership Interests previously owned by each Owner in the Common Elements. In such case, unless otherwise unanimously agreed upon by all of the Owners, the Board of Directors, as soon as reasonably possible and as agent for all of the Owners, shall sell the Condominium, in its then condition, free from the effect of this Declaration, on terms satisfactory to the Board of Directors, and the net proceeds of such sale shall thereupon be distributed to the Owners or their Mortgagees, as their interests may appear, in proportion to the Percentage Ownership Interests previously owned by each Owner in the Common Elements. If the Board of Directors fails to consummate a sale pursuant to this Section 7.3(c) within twenty-four (24) months after the taking occurs, then the Board of Directors shall (or if the Board of Directors does not, any Owner or Mortgagee may) record a sworn statement setting forth such facts and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in Section 12.2, below, has terminated and that judicial partition of the Land and the Building may be obtained pursuant to the laws of the State of Texas.

(d) In the event that the Board of Directors determines that it will be reasonably practical to operate the undamaged Residences and the damaged Residences which can be made tenantable as a condominium, then the damages and awards made with respect to each Residence which has been determined to be capable of being made tenantable shall be applied to repair and reconstruct such Residence so that it is made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those Residences which are being repaired or reconstructed so as to be made tenantable. With respect to those Residences which may not be made tenantable, the award made with respect to such Residence shall be paid to the Owner of such Residence or his Mortgagee or Mortgagees, as their interests may appear, and the remaining portion of such Residences, if any, shall become a part of the Common Elements, in which event the repair and use of such Residences shall be determined by the Board of Directors. Upon the payment of such award for the account of such Owner as provided in this Section 7.3(d), such Residence shall no longer be a part of the Condominium, and the Percentage Ownership Interests in the Common Elements appurtenant to each remaining Residence which shall continue as a part of the Condominium shall be equitably adjusted to distribute the ownership of the undivided interests in the Common Elements among the reduced number of remaining Owners.

If the entire Condominium is taken, or two-thirds (2/3) or more of the Residences are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of the Residences, as provided herein, in proportion to their Percentage Ownership Interests in the Common Elements, and upon such payment this Condominium Regime shall terminate. Upon such termination, the Residences and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interests by all Owners as tenants-in-common in the Percentage Ownership Interests previously owned by each Owner in the Common Elements. In such case, unless otherwise unanimously agreed upon by all of the Owners, the Board of Directors, as soon as reasonably possible and as agent for all of the Owners, shall sell the Condominium, in its then condition, free from the effect of this Declaration, on terms satisfactory to the Board of Directors and the net proceeds of such sale shall thereupon be distributed to the Owners or their Mortgagees, as their interests may appear, in proportion to the Percentage Ownership Interest previously owned by each Owner in the Common Elements. If the Board of Directors fails to consummate a sale pursuant to this Section 7.3 within twenty-four (24) months after the taking occurs, then the Board of Directors shall (or if the Board of Directors does not, the Owner or Mortgagee may) record a sworn statement setting forth such facts and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in Section 12.2, below, has terminated and that judicial partition of the Land and the Building may be obtained pursuant to the laws of the State of Texas.

Section 7.4 Payment of Awards and Damages. Any damages or awards provided in this Article VII to be paid to or for the account of any Owner by the Board of Directors acting as trustee, shall be applied first, to the payment of any taxes or assessments by governmental authorities owing with respect to that Residence; second, to amounts due under any first Mortgage against the Residence; third, to the payment of any Common Expense Charges of Special Assessments charged to or made against the Residence and unpaid; fourth, to amounts due under any Mortgage against the Residence other than a first Mortgage; and, finally, to the Owner of such Residence.

ARTICLE VIII

OBSOLESCENCE

Section 8.1 Determination of Non-Obsolescence and Decision to Renovate the Condominium. Owners representing aggregate Percentage Ownership Interests of ninety percent (90%) or more of the Condominium may agree that the Common Elements are not obsolete and that the same can and should be renewed or reconstructed. In such instance, the expenses of renovation or reconstruction shall be paid out of the Common Expense Fund and a Special Assessment may be assessed therefor; provided, however, that any Owner not agreeing to such renewal or reconstruction may give written notice to the Board of Directors within ten (10) days following such decision to renovate, which notice shall state that such Owner shall sell his Residence to the Condominium Association for a cash price equal to the fair market value of the Residence. If such Owner and the Board of Directors acting as agent of and on behalf of the Condominium Association can agree on the fair market value therefor, then such sale shall be consummated within thirty (30) days after the Owner and the Board of Directors agree upon such value. If such Owner and the Board of Directors are unable to agree on the price for the Residence, the date when either party notifies the other that either is unable to agree with the other as to such price or terms shall be the "Commencement Date", from which all periods of time provided for in this Section 8.1 shall be measured. Within ten (10) days from the Commencement Date, the

Owner and the Board of Directors shall designate in writing (and give notice of such designation to the other party) the appraiser selected by each such party. Each such appraiser shall be a member of the Galveston Board of Realtors and shall have been active in the sale of residential condominium units in the Galveston, Galveston County, Texas, area for a period of at least five (5) years prior to the Commencement Date. If either party fails to make such designation within the foregoing ten (10) day period, then the appraiser designated by the non-defaulting party shall, within five (5) days after the expiration of such ten (10) day period, appoint another appraiser, who shall also be a member of the Galveston Board of Realtors and shall have been active in the sale of residential condominium units for a period of at least five (5) years prior to the Commencement Date. If the two appraisers designated by the Owner and the Board of Directors (or selected pursuant to the provisions of the preceding sentence) are unable to agree upon the price of such Residence, then they shall appoint a third appraiser, who shall be subject to the same qualifications as herein set forth for the first two appraisers. If the two appraisers are unable to agree upon a third appraiser within five (5) days from the date that such first two appraisers are appointed, then either the Owner or the Board of Directors, on behalf of both, may request such appointment of the third appraiser by the Senior Judge of the United States District Court for the Southern District of Texas, Houston Division. In the event of the failure, refusal or inability of any appraiser so appointed to act, a new appraiser shall be appointed in his place, which appointment shall be made in the same manner as provided for in this Section 8.1 for the appointment of such appraiser so falling, refusing or unable to act. Each party shall pay the fees and expenses of the original appraiser and any successor appointed by such party. The fees and expenses of the third appraiser, and all other expenses, if any, shall be borne equally by the Owner and the Board of Directors. The expenses of the Board of Directors shall be paid for out of the Common Expense Fund. A decision joined in by two of the three appraisers shall be the decision of the appraisers. If no two appraisers agree, then the average of the two closest in mathematical determinations shall constitute the decision of the appraisers. After reaching a decision, the appraisers shall give written notice thereof to the Owner and the Board of Directors, whereupon the sale of such Residence shall be consummated at such price within fifteen (15) days thereafter at a title company located in Harris County, Texas, selected by the Board of Directors.

Section 8.2 Determination of Obsolescence and Decision to Sell. Owners representing aggregate Percentage Ownership Interests of ninety percent (90%) or more of the Condominium may agree that the Common Elements are obsolete and that the entire Condominium should be sold. In such instance, the Board of Directors shall forthwith file and record with the County Clerk of Galveston County, Texas, a notice setting forth such fact or facts, and upon the filing of such notice, the entire Condominium shall be sold by the Board of Directors as attorney-in-fact for all Owners, free and clear of the provisions contained in this Declaration. Upon such sale, the Condominium Regime shall be terminated. The net sales proceeds from the sale of the entire Condominium shall be apportioned among the Owners on the basis of each Owner's Percentage Ownership Interest in the Common Elements, with such apportioned proceeds to be paid into separate accounts for each Residence. Each such account shall be in the name of the Condominium Association and shall be further identified by the number of the Residence and the name of the Owner. From each separate account, the Board of Directors as attorney-in-fact for each of the Owners shall use and disburse the total funds in each of such accounts, without contribution from one account to another. Such proceeds shall be disbursed in the following manner: First, to the payment of any taxes or assessments by governmental authorities owing with respect to that Residence; second, to amounts due under any first Mortgage against the Residence; third, to the payment of any Common Expense Charges or Special Assessments charged to or made against the Residence and unpaid; fourth, to any Mortgage

against the Residence other than a first Mortgage; and fifth, to the Owner of such Residence.

ARTICLE IX

RIGHT-OF-FIRST-REFUSAL

Section 9.1 Right-of-First-Refusal of Lease. Except as provided below in this Article IX, if the Owner of any Residence desires to lease (which term shall be deemed to include all types of lease, rental or other occupancy agreements) his Residence, the Condominium Association is hereby given and granted the right-of-first-refusal to lease such Residence, on the terms and conditions provided in Sections 9.2 and 9.4, below. No Owner of a Residence shall lease his Residence to any party without first giving the Condominium Association notice in writing of such proposed lease in accordance with this Article IX and Section 3.11, above, which notice shall give the Condominium Association the opportunity to determine whether it will exercise the right-of-first-refusal to lease the Residence on the same terms and conditions as those contained in any bona fide written offer which the Owner of such Residence may have received for the lease of his Residence ("the Lease Offer"). If an Owner leases a Residence without complying with the terms of this Section 9.1, such lease shall be null and void and of no force or effect and shall confer no leasehold interest in a Residence to the purported lessee.

Section 9.2 Notice and Exercise of Option. Whenever the Owner of any Residence has received a bona fide written offer to lease his Residence and desires to accept such bona fide offer, the Owner of such Residence shall give the Board of Directors written notice of his desire to accept such Lease Offer stating the name, address, business, occupation, or employment of the proposed lessee, and the Owner shall furnish the Board of Directors an executed copy of the Lease Offer. If the Condominium Association desires to exercise its option to lease the Residence on the same terms and conditions contained in the Lease Offer, then the Board of Directors shall notify the Owner of said Residence desiring to lease his Residence of the exercise of its option. Such notice shall be in writing and shall be delivered to the Owner within ten (10) days after receipt by the Board of Directors of the Owner's notice, in accordance with Section 3.11, above. If the Board of Directors has elected to lease the Residence, then, within a reasonable time after the giving of notice to the Owner of such Residence of the Board of Director's election to lease such Residence, the Board of directors shall execute a lease containing the same terms and conditions as those contained in the Lease Offer. When any Owner of a Residence has notified the Condominium Association of his desire to lease his Residence, such Owner shall be free to consummate such lease of his Residence unless, ten (10) days after receipt of Owner's notice by the Board of Directors, the Board of Directors has notified said Owner of its intention to exercise its right-of-first-refusal as set forth in this Article IX. In the event that the Condominium Association elects not to exercise its right-of-first-refusal, the Owner of said Residence shall be free to lease his Residence only to the party and only upon the terms described in the required notice. In the event that the proposed lease transaction with regard to which the Board of Directors has declined to exercise its right-of-first-refusal is not consummated within sixty (60) days after the date that the Owner gives notice to the Board of Directors, the Condominium Association shall again have a right-of-first-refusal with respect to the lease of such Residence and the Owner shall be required to give notice of any proposed lease before leasing his Residence, including any lease to the proposed lessee identified in the Lease Offer. The right-of-first-refusal to lease set forth in this Article IX shall be a continuing right, and the non-exercise of the right in any instance shall not be deemed a waiver thereof in any other instance or against any other Owner or lessee.

Section 9.2 Lease by Nominee of the Condominium Association. If the Condominium Association shall so elect, it may cause its right-of-first-refusal to lease any Residence, as provided in this Article IX, to be exercised in the name of the Condominium Association for itself or for a party approved by the Board of Directors, or the Board of Directors may elect to cause said Residence to be leased directly in the name of a party approved by the Board of Directors, which party shall enter into a lease in the same manner as would the Board of Directors upon the Condominium Association's exercise of the right-of-first-refusal to lease the Residence. A certificate executed and acknowledged by the secretary of the condominium stating that the provisions of Section 9.2 of this Article IX have been met by an owner, or have been duly waived by the board of directors, shall be furnished to any owner who has, in fact, complied with the provisions of Section 9.2, with respect to whom the provisions of such section have been waived, upon request at a reasonable fee not to exceed Ten Dollars (\$10).

Section 9.4 Approval of Lessee and Terms of Lease. Notwithstanding the fact that the Condominium Association may have declined to exercise its right-of-first-refusal with respect to any leasing of a particular Residence, no Residence shall be leased, unless the lessee has been approved in writing by the Board of Directors. Such Owner shall be required to use the standard lease form provided by the Board of Directors, the terms of which shall provide, among other things, that such Residence may not be sublet to or be occupied by persons other than those named in the notice required by Section 9.2, above, without the prior written approval of the Board of Directors. Furthermore, any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of Residences and the Common Elements set forth in this Declaration, the Bylaws, the Rules and Regulations and the laws of the State of Texas now or hereafter established governing the use of the Residences and the Common Elements. Should any lessee or occupant not comply with such lease provision, then the Board of Directors shall be given the right to cancel and terminate such lease, without any obligation or liability imposed upon the Owner. For such purpose, the Board of Directors shall be regarded as the Owner's agent and shall be fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.

Section 9.5 Exceptions to Right-of-First-Refusal. The right-of-first-refusal granted to the Condominium Association in this Article IX shall not apply to or be operative with respect to (i) the lease of a Residence by the Condominium Association after the Condominium Association has acquired a leasehold estate in such Residence pursuant to the terms of this Article IX; (ii) any lease, rental or occupancy arrangement for any Residence if the Owner of such Residence is a corporation, limited partnership, trust or other legal entity other than a natural person or persons, for the housing of its officers, directors, partners, trustees, beneficiaries, or other designated agent or employee, provided that such entity is engaged in substantial business endeavors other than the renting or leasing of Residences in this Condominium, and so long as such Residence is not being used for transient housing or lodging; and (iii) the lease or sublease of any Residence to or by the Declarant.

Section 9.6 Right-of-First-Refusal Sale. Any Owner, herein referred to as "Selling Owner", who wishes to sell his unit shall, at least fifteen (15) days prior to the accepting of an offer to purchase, give both to the Declarant

(only for so long as Declarant owns any interest in the project) and to the Condominium Association a copy of written notice of the terms of such offer, including the name and address of the offeror and a financial statement of such offeror, which notice is sometimes herein referred to as "Notice of Sale." Notice and delivery shall be given in the same manner as set out in 9.2 above.

The Declarant and Condominium Association shall at all times have the first right and option to purchase the unit, and if within fifteen (15) days after the delivery of such Notice of Sale, the Declarant or Condominium Association shall submit an equal offer to Selling Owner to purchase, such delivery by Declarant or the Condominium Association shall constitute an exercise of such option, and the Selling Owner will accept the offer of Declarant or the Condominium Association, as the case may be, in preference to the original offer described in the Notice of Sale. In the event both the Declarant and the Condominium Association submit offers, the option shall be deemed exercised by the Declarant rather than the Condominium Association. If the Declarant or Condominium Association do not submit an identical offer within said 15-day period, the Selling Owner may, after expiration of said 15-day period and at any time within sixty (60) days thereafter, accept the offer described in the Notice. The provisions of this paragraph shall not apply to: (a) any sale held pursuant to the power of sale contained in a mortgage or deed of trust held by a bona fide lender or any sale held pursuant to a judicial foreclosure; or (b) any sale of any part of said project by Declarant or the Condominium Association.

ARTICLE X

APPLICATION OF PROCEEDS OF SALE OF A RESIDENCE

Section 10.1 Application of Proceeds of Sale. Notwithstanding any provision in this Declaration or the Bylaws to the contrary, upon the sale or conveyance of a Residence by an Owner other than the Declarant, the proceeds of such sale of conveyance shall be applied as follows:

- (a) First, to assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on the Residence;
- (b) Second, to amounts due under any first Mortgage against such Residence, unless such first Mortgage is to remain outstanding;
- (c) Third, to the payment of any unpaid Common Expense Charges and Special Assessments charged to or made against the Residence and the Owner thereof;
- (d) Fourth, to any Mortgage against the Residence other than a first Mortgage; and
- (e) Fifth, to the Owner of such Residence.

If such unpaid Common Expense Charges or Special Assessments are not paid or collected at the time of sale or conveyance of a Residence, the grantee of such sale or conveyance shall be jointly and severally liable

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with the selling Owner for all unpaid Common Expense Charges and Special Assessments against the Residence up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the selling Owner the amounts paid by the grantee therefor.

In the event of a foreclosure of a first and prior lien on any Residence, the purchaser at such foreclosure sale and any successor-in-title to such Residence from the purchaser at such foreclosure sale (except the Owner upon whom such lien was foreclosed) shall not be liable for the Common Expense Charges or Special Assessments chargeable to such Residence which became due prior to such foreclosure or any conveyance in lieu of foreclosure.

Section 10.2 Perpetuity Savings Clause. Unless sooner terminated by the termination of this Declaration of Condominium, the terms and provisions of Section 9.1 through 9.3, and Section 10.1, above, shall remain in effect for the period of the lives of the now-living children of James C. Shindler of Harris County, Texas and Edmond A. Henderson of Galveston County, Texas, whichever of said children shall live longer, plus twenty-one (21) years, from and after the date of execution of this Declaration.

ARTICLE XI

AMENDMENT OF DECLARATION, BY-LAWS AND RULES AND REGULATIONS

Section 11.1 Amendment of Declaration. Except as otherwise provided by law, the provisions of this Declaration, except for the designation of the Percentage Ownership Interests which pertains to each Residence, may be amended only by an instrument in writing signed and acknowledged by an aggregate number of members having not less than seventy-five percent (75%) of the total votes of all Residences, weighed in accordance with their Percentage Ownership Interests and entitled to vote on such amendment. Except in the event of redistribution of Percentage Ownership Interests in connection with the occurrence of a fire, casualty or eminent domain taking, in order to amend the allocation of the Percentage Ownership Interests in the Common Elements appertaining to any Residence, it shall be necessary not only that an aggregate number of members having not less than seventy-five percent (75%) of the votes of all Residences, weighed in accordance with their Percentage Ownership Interests and entitled to vote on such amendment execute an instrument in writing, but, in addition, the Owners of those Residences whose Percentage Ownership Interests are amended by such amendment must join in such amendment.

Section 11.2 Amendment of By-Laws. The By-Laws of the Condominium Association may be amended from time to time by the affirmative vote of an aggregate number of members having sixty percent (60%) of the votes of all Residences, weighed in accordance with their Percentage Ownership Interests and entitled to act on such matters at a meeting of the Condominium Association as provided in this Declaration.

Section 11.3 Amendment of Rules and Regulations. The Rules and Regulations as originally promulgated by the Declarant may be amended from time to time by the Board of Directors as set forth in the By-Laws. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, this Declaration shall control. Each Owner, by accepting conveyance of a Residence, agrees to comply with and abide by the Rules and Regulations as such Rules and Regulations may, from time to time, be amended.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Estoppel Certificate. Any Mortgagee and any prospective purchaser of a Residence shall be entitled, upon written request therefor, to a statement from the Board of Directors setting forth the amount of any Common Expense Charges or Special Assessments not paid by the Owner of a Residence in which such prospective purchase or Mortgagee has an interest. Any such purchaser shall not be liable for, any unpaid Common Expense Charges or Special Assessments made by the Board of Directors against the particular Residence involved, in excess of the amount set forth in such statement, and the

Residence conveyed shall not be subject to the lien provided for in Section 4.5, above, for any amount in excess of the amount set forth in such Statement. Any such purchaser shall, however, be liable for any Special Assessments or Common Expense Charges become due after the date of any such statement.

Section 12.2 No Partition. Except as otherwise provided to the contrary in this Declaration, the Common Elements shall remain undivided and shall not be subject to an action for partition or division of the co-ownership thereof, so long as the Condominium is maintained as a Condominium Regime, in accordance with the provisions hereof. In any event, all Mortgages secured by an interest in the Common Elements must be paid in full prior to bringing any action for partition or the consent of all holders of such Mortgages must be obtained; provided, however, that if any Residence is owned by two or more Owners as tenants-in-common or as joint tenants, nothing contained herein shall be deemed to prevent a judicial partition of such Residence as between such co-tenants.

Section 12.3 Alteration of Boundaries of Residence. If one person, firm or entity, including the Declarant, is the Owner of all or part of two adjacent Residences, or if two Owners of adjacent Residences so agree, then such Owner or Owners shall have the right to remove all or any part of any intervening partition or to create doorways or other openings in such partition, notwithstanding the fact that such partition may, in whole or in part, be a Common Element, so long as no portion of any load-bearing wall or load-bearing column or structural slab is weakened or removed and no portion of any Common Element other than the partition is damaged, destroyed, or endangered, and so long as the written approval of the Board of Directors is first obtained. Such Owner or Owners shall, at his or their expense, deliver plans and specifications for such alterations to the Board of Directors. In any such events, the Owner or Owners involved may relocate the boundaries between adjacent Residences by causing an appropriate instrument of amendment to this Declaration to be prepared and executed by such Owners, which instrument, in order to be binding, shall be joined in by the President of the Condominium Association and filed for record in the Official Public Records of Real Property of Galveston County, Texas. The instrument of amendment shall (i) show the boundaries between those Residences which are being relocated; (ii) recite the occurrence of any conveyancing between the Owners of such adjacent Residences, and (iii) specify any reasonable reallocation of the aggregate Percentage Ownership Interests in the Common Elements pertaining to those Residences, as agreed upon by the Owners of such Residences. Such plans and floor plans as may be necessary to show the altered boundaries between the Residences involved shall be certified as to their accuracy by a registered architect or engineer at the cost of the Owners of such Residences.

At any time prior to election of the First Board in accordance with Section 3.5(a), above, the Declarant shall have the right, at its option and sole cost and expense, without the consent of other Owners or the representative or representatives of any Mortgagee, to (i) make alterations, additions, or improvements in, to, and upon Residences owned by the Declarant (hereinafter called "Declarant-Owned Residences"), whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Declarant-Owned Residence; (iii) change the size and/or number of Declarant-Owned Residences (including those resulting from such subdivision or otherwise) into one or more Residences, combining separate Declarant-Owned Residences (including those resulting from such subdivision or otherwise) into one or more Residences, altering the boundary walls between any Declarant-Owned Residences or otherwise; and (iv) reapportion among the Declarant-Owned Residences affected by such change in size or number pursuant to subsection (iii) above, their Percentage Ownership interests in the Common Elements; provided, however, that the Percentage Ownership Interest in the

Common elements of any Residence (other than Declarant-Owned Residences) shall not be changed by reason thereof, unless the Owners and Mortgagees, if any, of such Residences shall consent thereto and, provided further, that the Declarant complies with all laws applicable thereto and agrees to hold all other Owners harmless from any liability arising therefrom. The provisions of this Section 12.3 may not be added to, amended or deleted without the prior written consent of the Declarant. The Declarant shall also have the authority, at its sole option, cost and expense, prior to the appointment of the First Board, to make improvements to the Common Elements without the prior consent of the Board of Directors, other Owners of Residences or the representative or representatives of holders of any Mortgage. No Owner shall ever be assessed for any such changes or improvements made by the Declarant pursuant to this Section 12.3. In the event of any such alteration, combination or improvement, the Declarant, at its sole cost and expense, shall file any amendment to this Declaration necessary to reflect such change or improvement.

Section 12.4 Correction of Errors. The Declarant reserves, and shall have the continuing right, until appointment of the First Board in accordance with Section 3.5(a), above, without the consent of the other Owners of Residences or the representatives of any Mortgagee, to amend this Declaration or the By-Laws for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors, or omissions herein, provided that except as otherwise set forth in Section 12.3, above, no such Amendment shall change the stated numbers of Residences or the Percentage Ownership Interests in the Common Elements attributable thereto.

Section 12.5 Enforcement. The Board of Directors or any Owner shall have the right to enforce, by any proceedings at law or in equity, all of the terms and provisions of this Declaration. Failure of the Board of Directors or of any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed to be a waiver of the right to enforce such covenant or restriction thereafter.

Section 12.6 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

Section 12.7 Mortgagee Matters. Any Mortgagee, upon reasonable notice, shall be entitled to examine the books and records of the Condominium Association. Furthermore, each Mortgagee shall be entitled, with respect to any Residence as to which it has a Mortgage, to written notification from the Condominium Association of any default in the performance by an Owner of any obligation under this Declaration, the Articles of Incorporation of the Condominium Association, or the By-Laws, and the Condominium Association shall furnish such notice to such Mortgagee concurrently with the furnishing thereof to any such defaulting Owner, provided the Condominium Association has been requested in writing by such Mortgagee to do so and has been furnished the name and mailing address of such Mortgagee.

Section 12.8 Limitation on Contract Term. Except as otherwise set forth in Section 3.1, above, any contract made by the Condominium Association for professional management, or providing for services by the Declarant, shall be terminable on thirty (30) days written notice and shall have a maximum term of no more than three (3) years.

Section 12.9 Easements. Prior to the appointment of the First Board in accordance with Section 3.5(a), above, the Declarant shall have the right to grant to utility

companies and other similar entities, such as easements, rights-of-way, and other rights as may be reasonably necessary to service the Condominium and establish, operate or maintain the same as a viable Condominium Regime, without the consent or joinder of any other Owners or the representatives of any Mortgagee.

Section 12.10 The Declarant's Right to Lease or Rent Residences. The Declarant shall have the right to rent or lease Residences owned by the Declarant to such parties and upon such terms and conditions as the Declarant may elect. All tenants or lessees of the Declarant shall have access to the Condominium and the common Elements in the same manner as the Owners, and shall be bound by the terms of this Declaration, the By-Laws and the Rules and Regulations.

Section 12.11 Covenant Running with the Land. Subject to the change pursuant to Section 11.1, above, the terms and provisions of this Declaration shall be deemed to be covenants running with the Land and shall be binding upon the Declarant, all Owners, Mortgagees and their respective heirs, legal representatives, successors and assigns.

Section 12.12 Resolution of Disputes. In addition to the powers of the Board of Directors conferred by law or under this Declaration, the Board of Directors shall be empowered to create reasonable procedures for resolving disputes between Owners and other Owners.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the 23rd day of June, 1983.

GALVESTON EAST CONDO, INC.

By: [Signature]
James C. Shindler, President

By: [Signature]
Edmond A. Henderson, Vice President

STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared JAMES C. SHINDLER, known to me to be the President of Galveston East Condo, Inc. and EDMOND A. HENDERSON, known to me to be the Vice President of Galveston East Condo, Inc. and acknowledged that they executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the 23rd day of June, ~~1983~~ 1983.

[Signature]
Notary Public in and for
Harris County, TEXAS
EDITH W. OWEN
My Commission Expires:
January 31st, 1985



002-44-1724

THIS INSTRUMENT WAS RECORDED AT THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, ON 04/11/2002 AT 10:00 AM.

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



04/11/2002 10:00 AM

THE GALVESTONIAN
A CONDOMINIUM PROJECT IN GALVESTON COUNTY, TEXAS

EXHIBITS
TO
DECLARATION OF CONDOMINIUM
FOR



002-44-1725

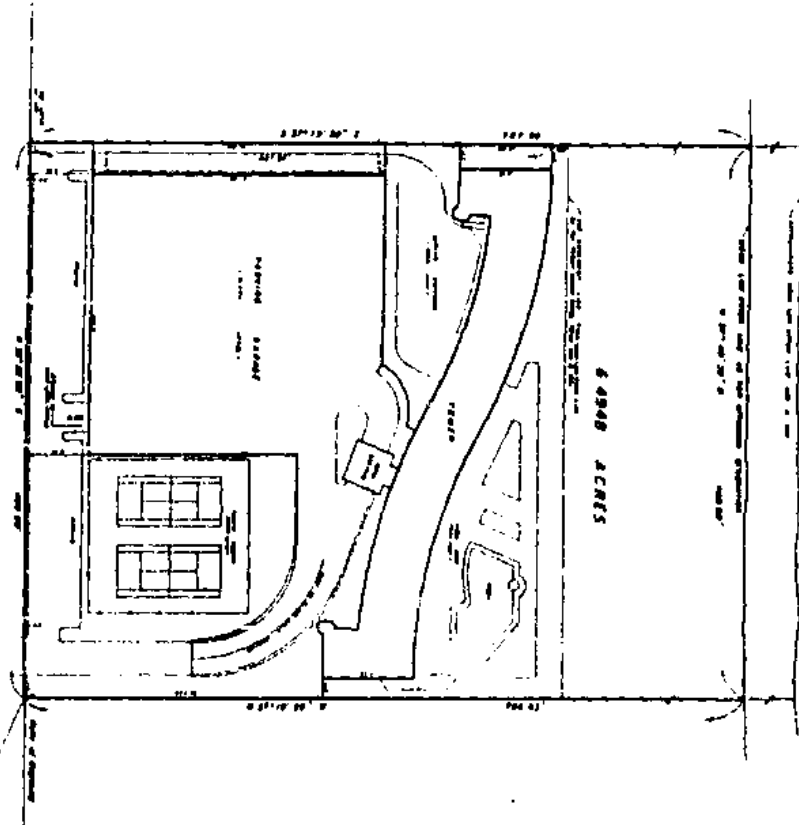


EXHIBIT 2A

6.4948 ACRES

EXHIBIT 2B

6.4948 ACRES

EXHIBIT 2C

6.4948 ACRES

EXHIBIT 2D

6.4948 ACRES

EXHIBIT 2E

6.4948 ACRES

EXHIBIT 2F

6.4948 ACRES

EXHIBIT 2G

6.4948 ACRES

EXHIBIT 2H

6.4948 ACRES

EXHIBIT 2I

6.4948 ACRES

EXHIBIT 2J

6.4948 ACRES

EXHIBIT 2K

6.4948 ACRES

EXHIBIT 2L

6.4948 ACRES

EXHIBIT 2M

6.4948 ACRES

EXHIBIT 2N

6.4948 ACRES

EXHIBIT 2O

6.4948 ACRES

EXHIBIT 2P

6.4948 ACRES

EXHIBIT 2Q

6.4948 ACRES

EXHIBIT 2R

6.4948 ACRES

EXHIBIT 2S

6.4948 ACRES

EXHIBIT 2T

6.4948 ACRES

EXHIBIT 2U

6.4948 ACRES

EXHIBIT 2V

6.4948 ACRES

EXHIBIT 2W

6.4948 ACRES

EXHIBIT 2X

6.4948 ACRES

EXHIBIT 2Y

6.4948 ACRES

EXHIBIT 2Z

6.4948 ACRES

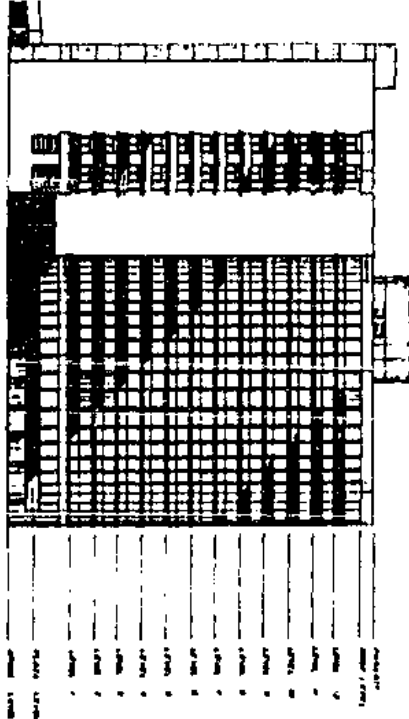
EXHIBIT 2A
6.4948 ACRES

EXHIBIT 2B
6.4948 ACRES

EXHIBIT 2C
6.4948 ACRES

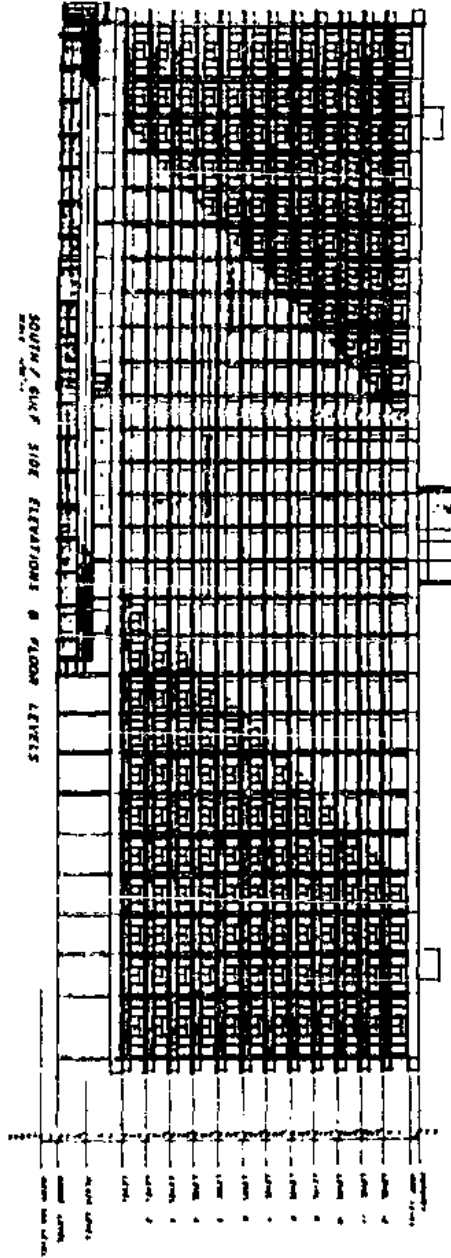
002-44-1726

WEST ELEVATION & FLOOR LEVELS



ELEVATION "B" -
ELEVATION & FLOOR LEVELS

EAST ELEVATION & FLOOR LEVELS



002-44-1727

BUILDING & PARKING GARAGE SECTION (EAST ELEVATION)

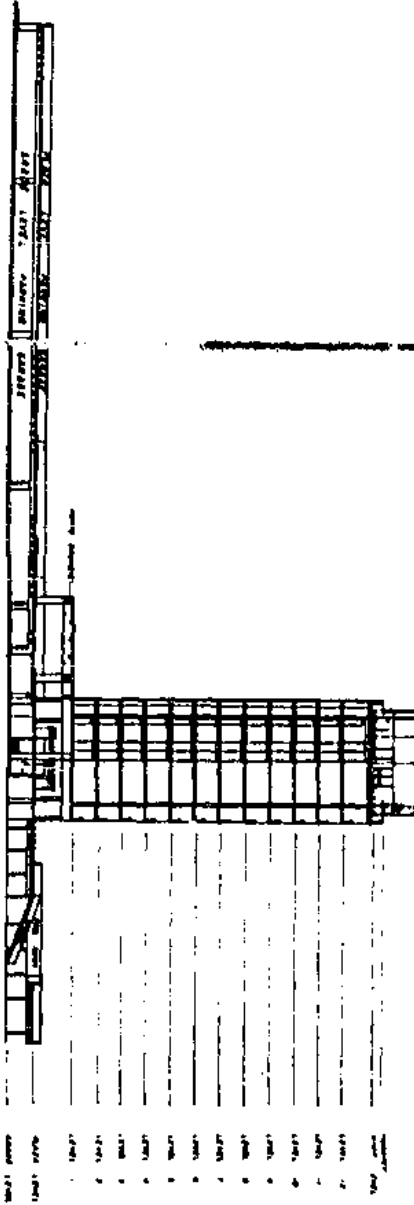
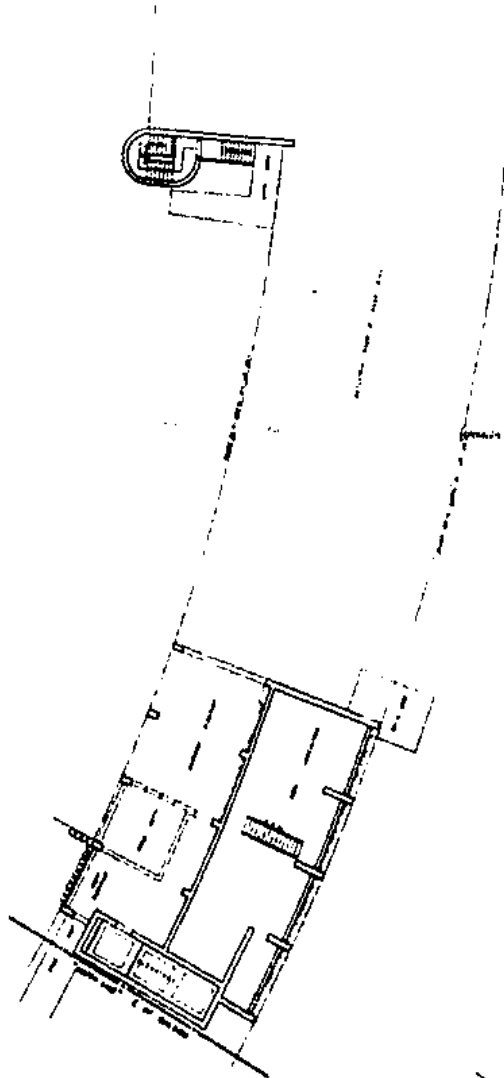


EXHIBIT "B"
BUILDING SECTION
DATE 1/1/58

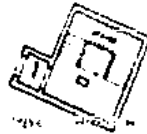
002-44-1728

GENERAL FLOOR PLAN - SHOWS 8 ROOMS AND 2 BATHS



GENERAL FLOOR PLAN - SHOWS 8 ROOMS AND 2 BATHS

002-44-1729



Partial floor plan - 1950s or 1960s

EXHIBIT 10

COMMON AREA

1950s or 1960s
Partial floor plan - 1950s or 1960s
EXHIBIT 10
COMMON AREA

1950s or 1960s

002-44-1730

EXHIBIT - C
CORPORATE AND
OFFICE FLOOR PLAN - 1948

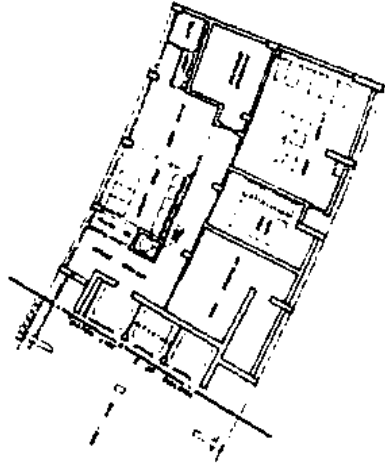


EXHIBIT - C
CORPORATE AND
OFFICE FLOOR PLAN - 1948

002-44-1731

EXHIBIT 'C'
FLOOR PLAN
OF THE
MURKIN

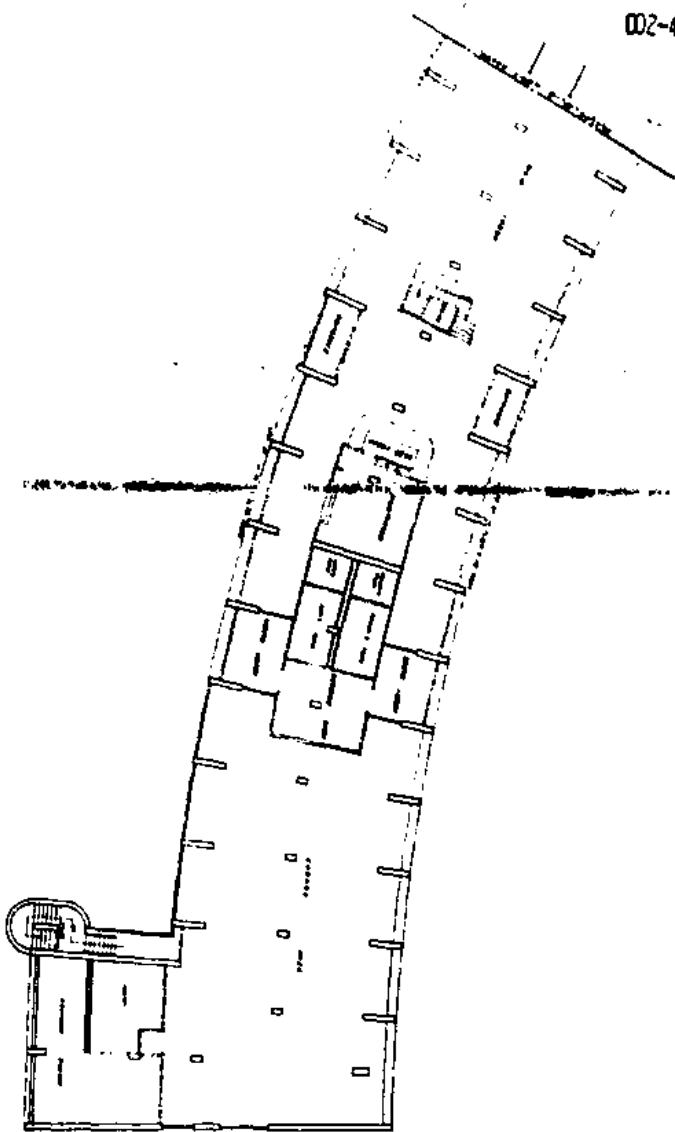


EXHIBIT 'C'
FLOOR PLAN
OF THE
MURKIN

002-44-1732

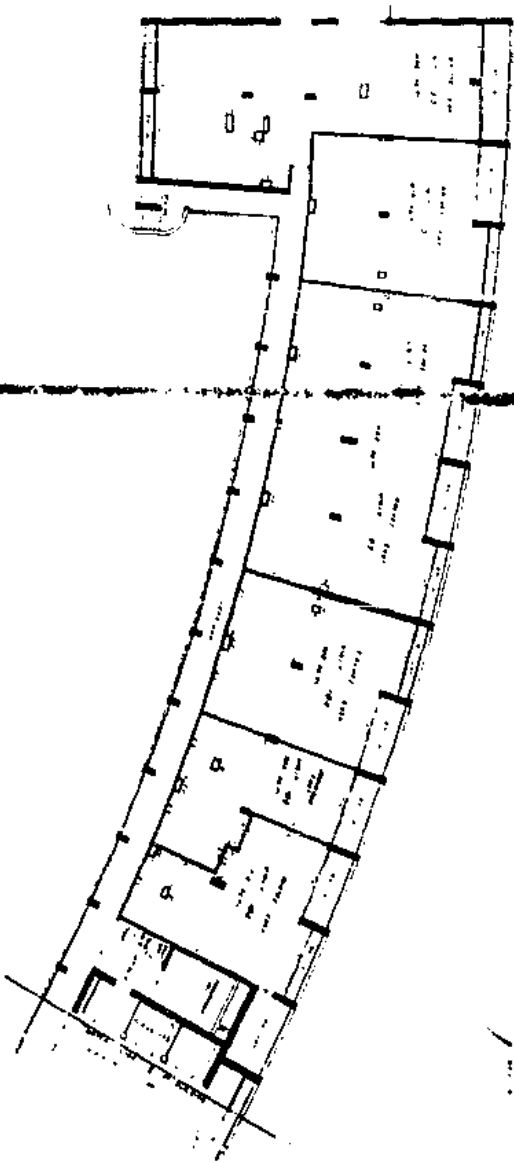


EXHIBIT - C
FLOOR PLAN - LEVEL 1

EXHIBIT - C
FLOOR PLAN - LEVEL 1

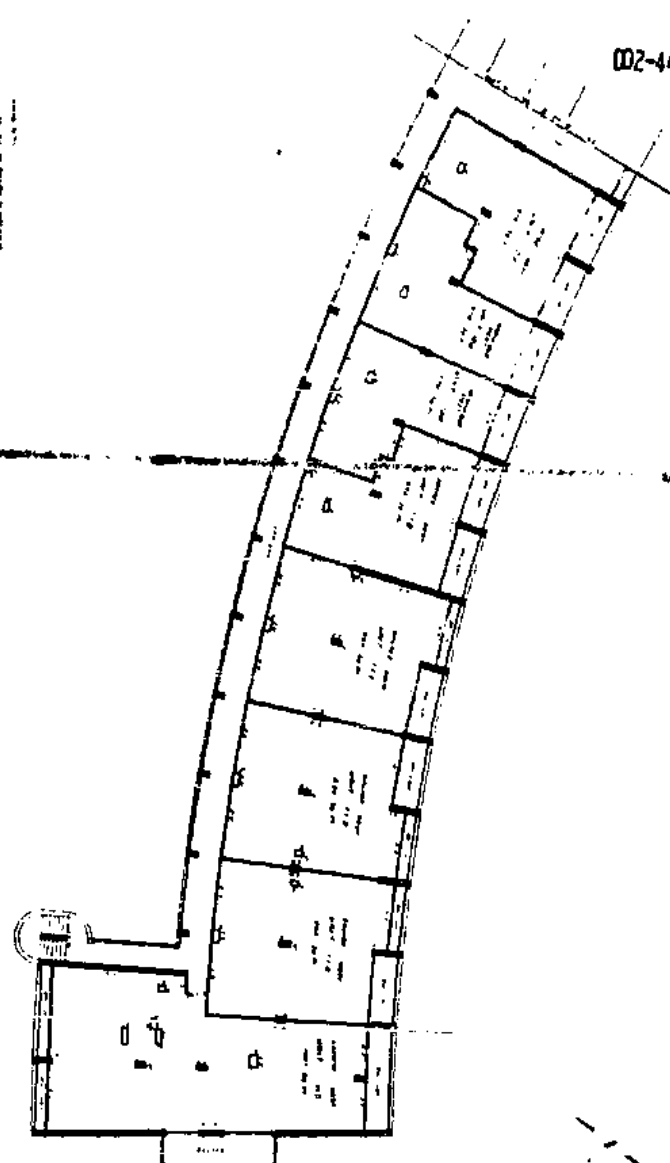
EXHIBIT - C
FLOOR PLAN - LEVEL 1

002-44-1733

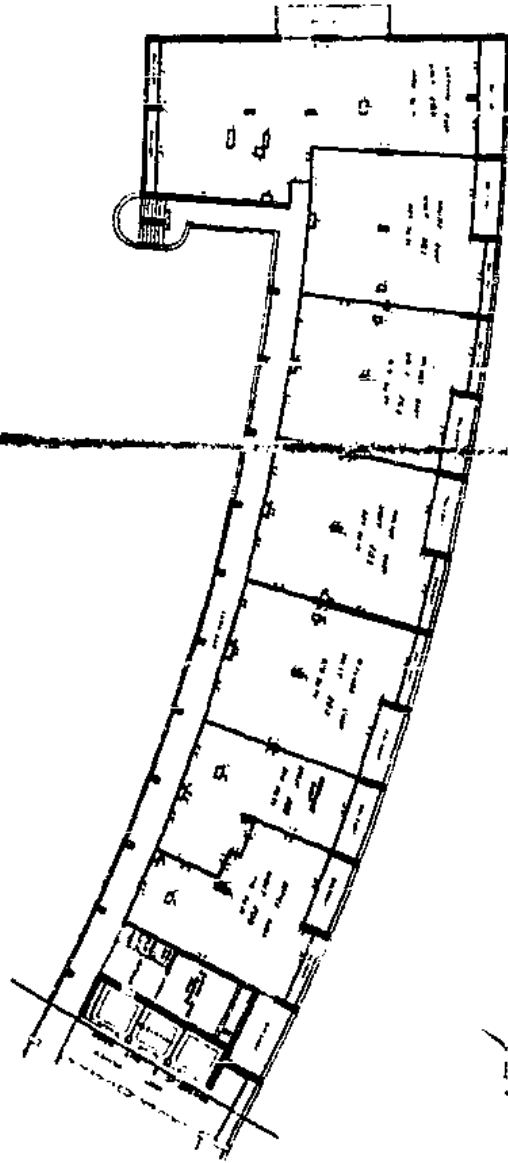
1. ALL ROOMS TO BE FINISHED TO THE FINISHES SHOWN ON THE FINISH SCHEDULE.
2. ALL ROOMS TO BE FURNISHED TO THE FURNITURE SCHEDULE.
3. ALL ROOMS TO BE EQUIPPED TO THE EQUIPMENT SCHEDULE.
4. ALL ROOMS TO BE PAINTED TO THE PAINT SCHEDULE.
5. ALL ROOMS TO BE CARPETED TO THE CARPET SCHEDULE.
6. ALL ROOMS TO BE CEILINGED TO THE CEILING SCHEDULE.
7. ALL ROOMS TO BE FLOORING TO THE FLOORING SCHEDULE.
8. ALL ROOMS TO BE WALLPAPERED TO THE WALLPAPER SCHEDULE.
9. ALL ROOMS TO BE DOOR AND WINDOW SCHEDULE.
10. ALL ROOMS TO BE LIGHT FIXTURE SCHEDULE.
11. ALL ROOMS TO BE VENTILATION SCHEDULE.
12. ALL ROOMS TO BE HEATING SCHEDULE.
13. ALL ROOMS TO BE COOLING SCHEDULE.
14. ALL ROOMS TO BE PLUMBING SCHEDULE.
15. ALL ROOMS TO BE ELECTRICAL SCHEDULE.
16. ALL ROOMS TO BE TELEPHONE SCHEDULE.
17. ALL ROOMS TO BE FIRE ALARMS SCHEDULE.
18. ALL ROOMS TO BE SECURITY SCHEDULE.
19. ALL ROOMS TO BE ACCESS CONTROL SCHEDULE.
20. ALL ROOMS TO BE SIGNAGE SCHEDULE.

EXHIBIT "C"
GENERAL FLOOR PLAN - (SHEET 1)

EXHIBIT "C"
GENERAL FLOOR PLAN - (SHEET 1)



002-44-1734



THE OFFICE OF THE ATTORNEY GENERAL
STATE OF TEXAS
DALLAS, TEXAS

EXHIBIT 'C'
MARITAL RECORD PLAN - LEVEL 2

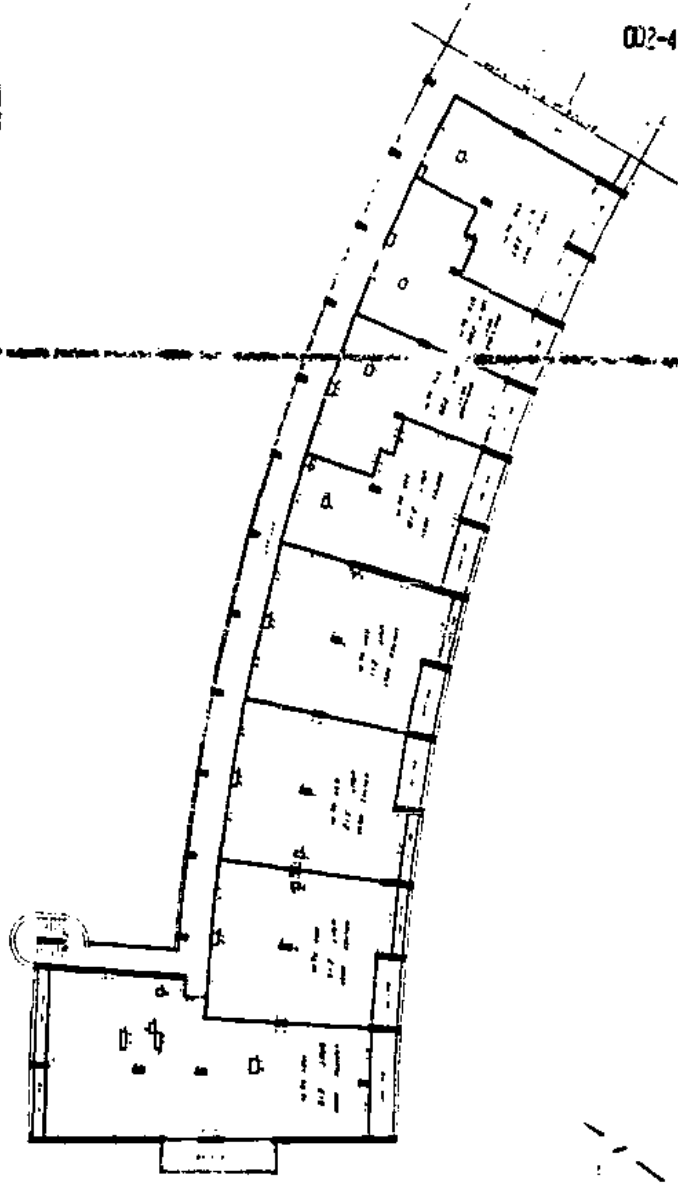
EXHIBIT 'C'
MARITAL RECORD PLAN - LEVEL 2

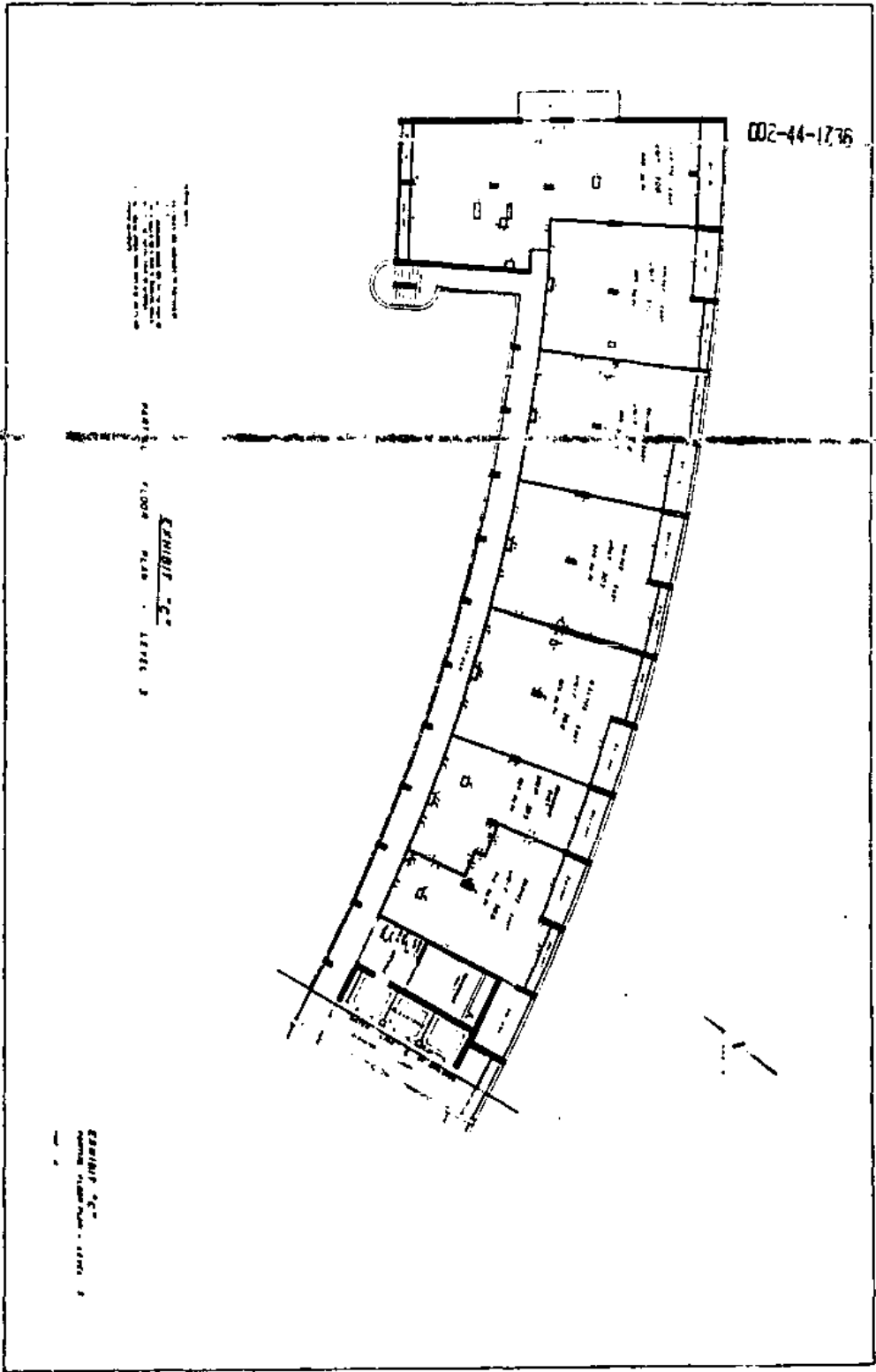
002-44-1735

EXHIBIT 10
APRIL 1952 PLAN - LEVEL 1

EXHIBIT 10
APRIL 1952 PLAN - LEVEL 1

EXHIBIT 10
APRIL 1952 PLAN - LEVEL 1





002-44-1736

EXHIBIT - C
FLOOR PLAN - LEVEL 3
DATE: 10/15/73
BY: JIMMIE

EXHIBIT - C
FLOOR PLAN - LEVEL 3

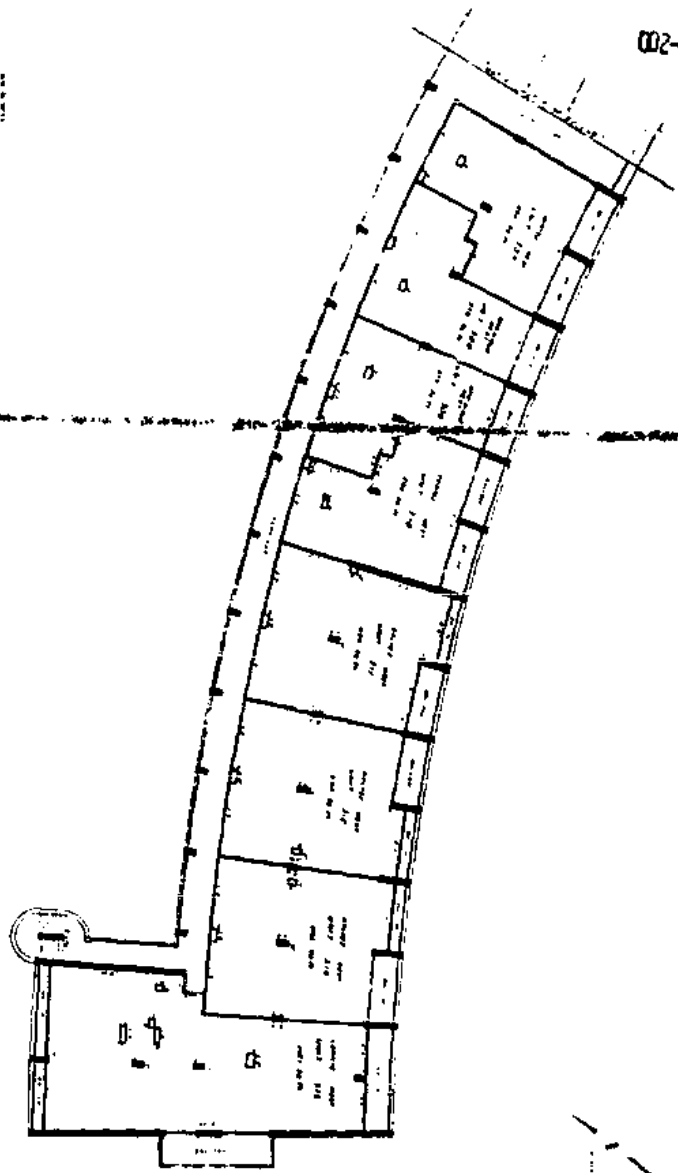
EXHIBIT - C
FLOOR PLAN - LEVEL 3
DATE: 10/15/73
BY: JIMMIE

002-44-1737

EXHIBIT "C"
PARTIAL FLOOR PLAN - LEVEL 3

EXHIBIT "C"
PARTIAL FLOOR PLAN - LEVEL 3

EXHIBIT "C"
PARTIAL FLOOR PLAN - LEVEL 3



002-44-1738

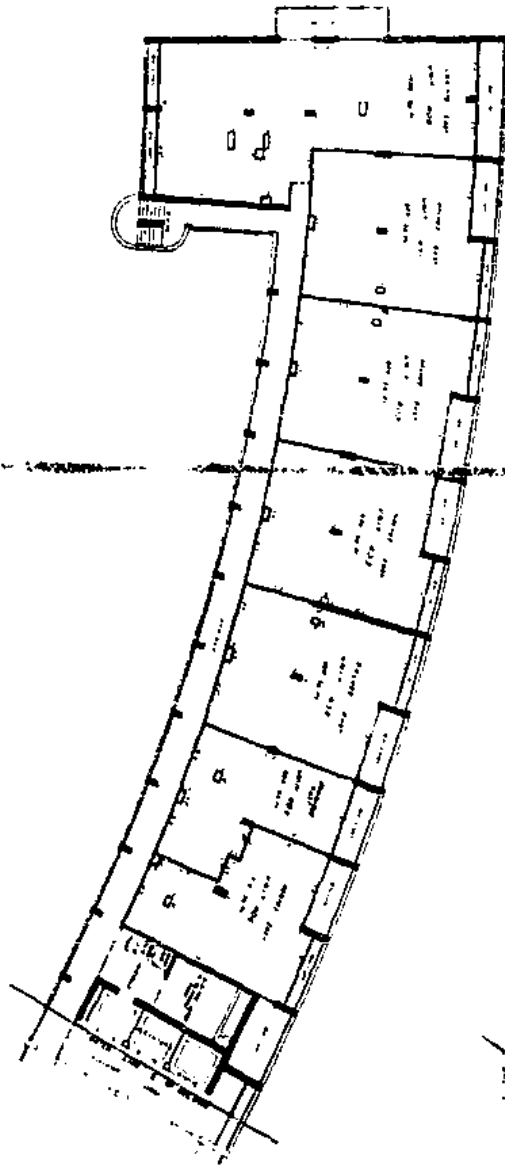


EXHIBIT 2
FLOOR PLAN
1971

EXHIBIT 2

FLOOR

PLAN

1971

EXHIBIT 2

FLOOR

PLAN

1971

EXHIBIT 2
FLOOR PLAN
1971

002-44-1739

1. ALL ROOMS TO BE MAINTAINED AT ALL TIMES.
2. ALL ROOMS TO BE KEPT CLEAN AND FREE OF CLUTTER.
3. ALL ROOMS TO BE KEPT WELL VENTILATED.
4. ALL ROOMS TO BE KEPT FREE OF PESTS.
5. ALL ROOMS TO BE KEPT FREE OF FIRE HAZARDS.
6. ALL ROOMS TO BE KEPT FREE OF OBSTRUCTIONS.
7. ALL ROOMS TO BE KEPT FREE OF EXCESSIVE NOISE.
8. ALL ROOMS TO BE KEPT FREE OF EXCESSIVE HEAT OR COLD.
9. ALL ROOMS TO BE KEPT FREE OF EXCESSIVE HUMIDITY.
10. ALL ROOMS TO BE KEPT FREE OF EXCESSIVE LIGHTING.

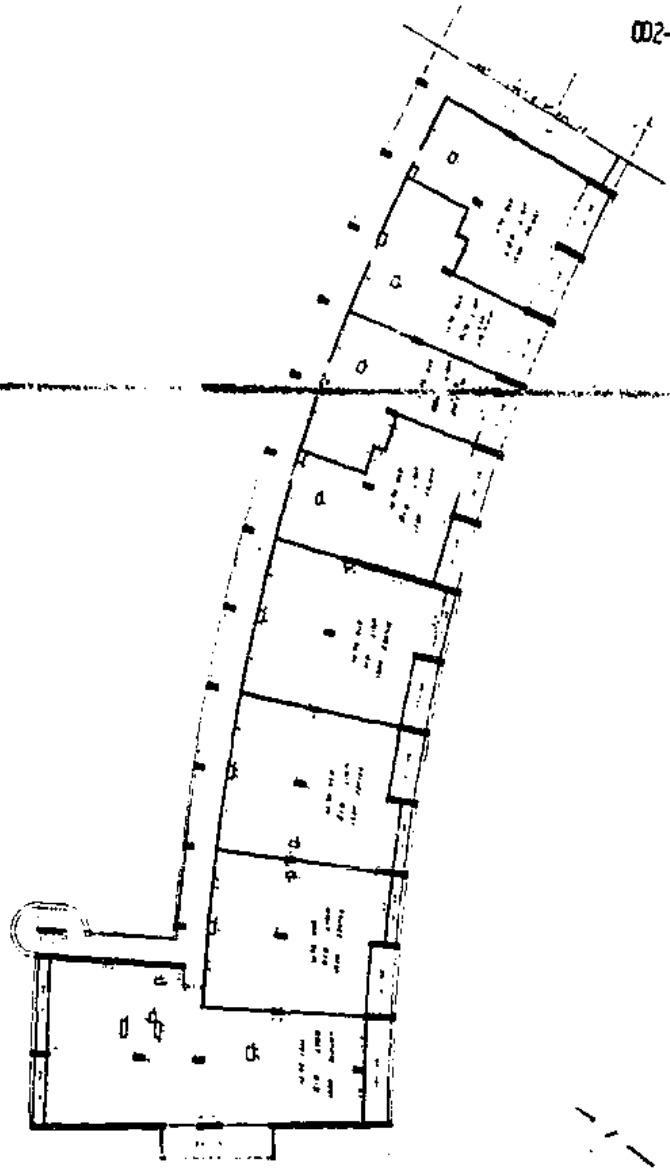
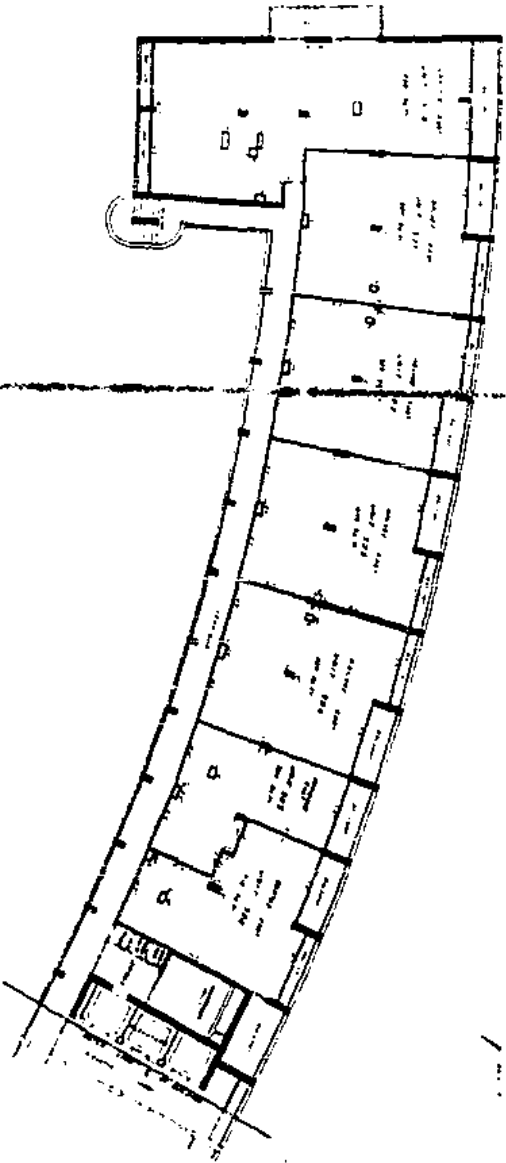


EXHIBIT 'C'
PARTIAL FLOOR PLAN - LEVEL 4

EXHIBIT 'C'
PARTIAL FLOOR PLAN - LEVEL 4

002-44-1740



1. ALL ROOMS TO BE FINISHED
 2. ALL ROOMS TO BE PAINTED
 3. ALL ROOMS TO BE CARPETED
 4. ALL ROOMS TO BE CEILINGED
 5. ALL ROOMS TO BE LIGHTED
 6. ALL ROOMS TO BE VENTILATED
 7. ALL ROOMS TO BE HEATED
 8. ALL ROOMS TO BE COOLED
 9. ALL ROOMS TO BE SOUNDED
 10. ALL ROOMS TO BE INSULATED

EXHIBIT - C
 AIR-MAIL FLOOR PLAN - LEVEL 3

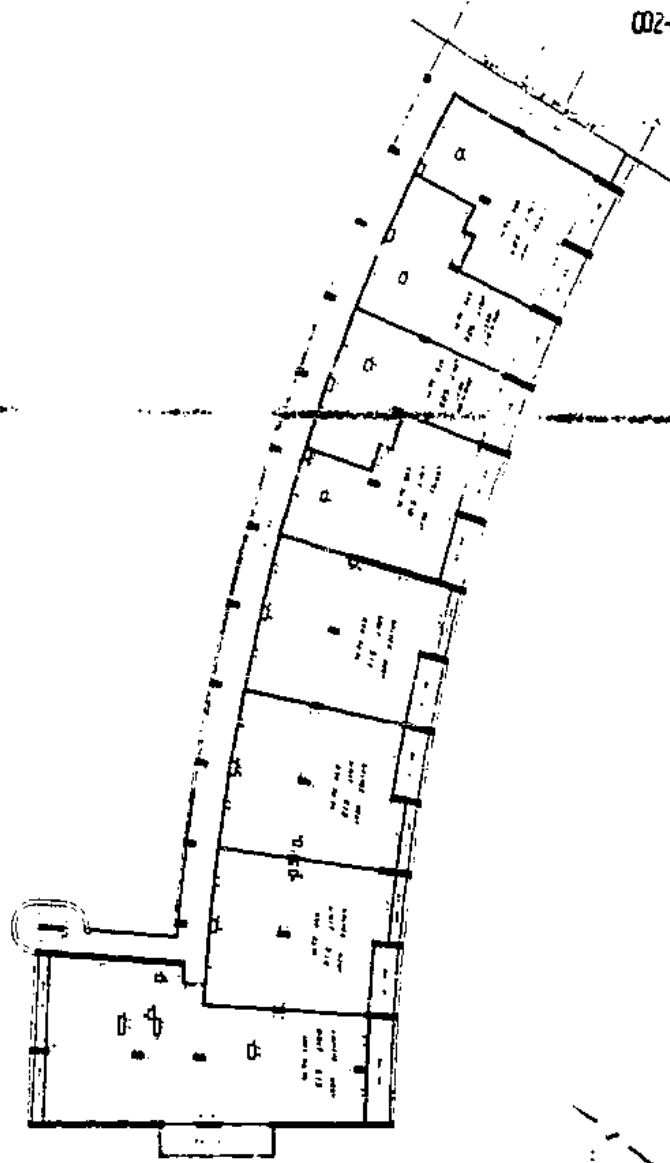
EXHIBIT - C
 AIR-MAIL FLOOR PLAN - LEVEL 3

002-44-1741

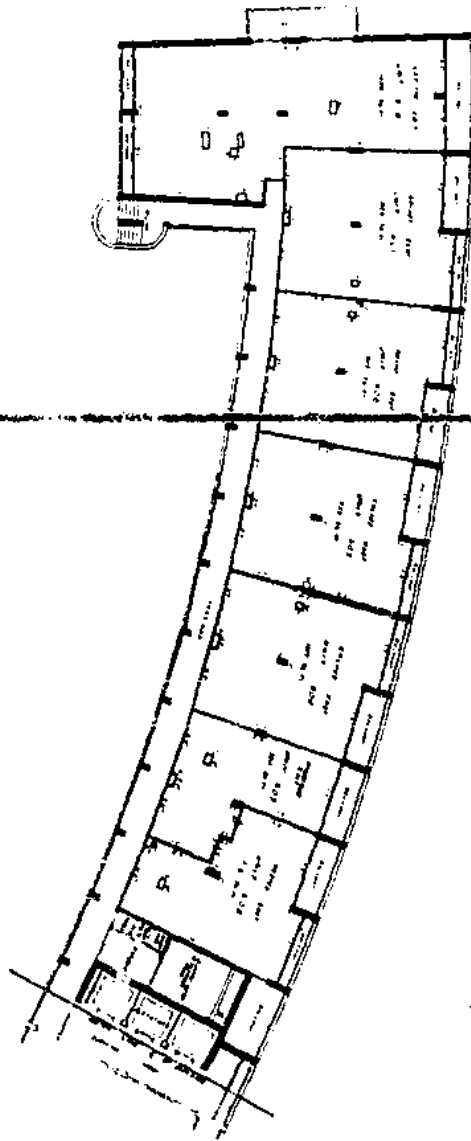
ALL DIMENSIONS IN FEET AND INCHES
UNLESS OTHERWISE SPECIFIED
CONSTRUCTION TO BE ACCORDANCE WITH
THE 1968 IBC

EXHIBIT "C"
SERIAL FLOOR PLAN - LEVEL 3

EXHIBIT "C"
SERIAL FLOOR PLAN - LEVEL 3



002-44-1742



ALL ROOMS
 TO BE
 RECONSTRUCTED
 TO MEET
 THE
 REQUIREMENTS
 OF THE
 ARCHITECT
 AND
 ENGINEER
 AS SHOWN
 ON THESE
 PLANS
 DATE
 10/15/68

EXHIBIT "C"
 PARTIAL FLOOR PLAN - LEVEL 8
 8 10000 8

EXHIBIT "C"
 PARTIAL FLOOR PLAN - LEVEL 8
 8 10000 8

002-44-1743

ALL ROOMS ARE TO BE
RENOVATED TO MEET
THE REQUIREMENTS OF
THE NATIONAL FIRE
PROTECTION ASSOCIATION
NFPA 101-1999
SECTION 7.10.1.1
AND 7.10.1.2
AS APPLICABLE TO THE
TYPE OF OCCUPANCY
AND USE OF THE BUILDING

EXHIBIT "C"
PARTIAL FLOOR PLAN - LEVEL 3

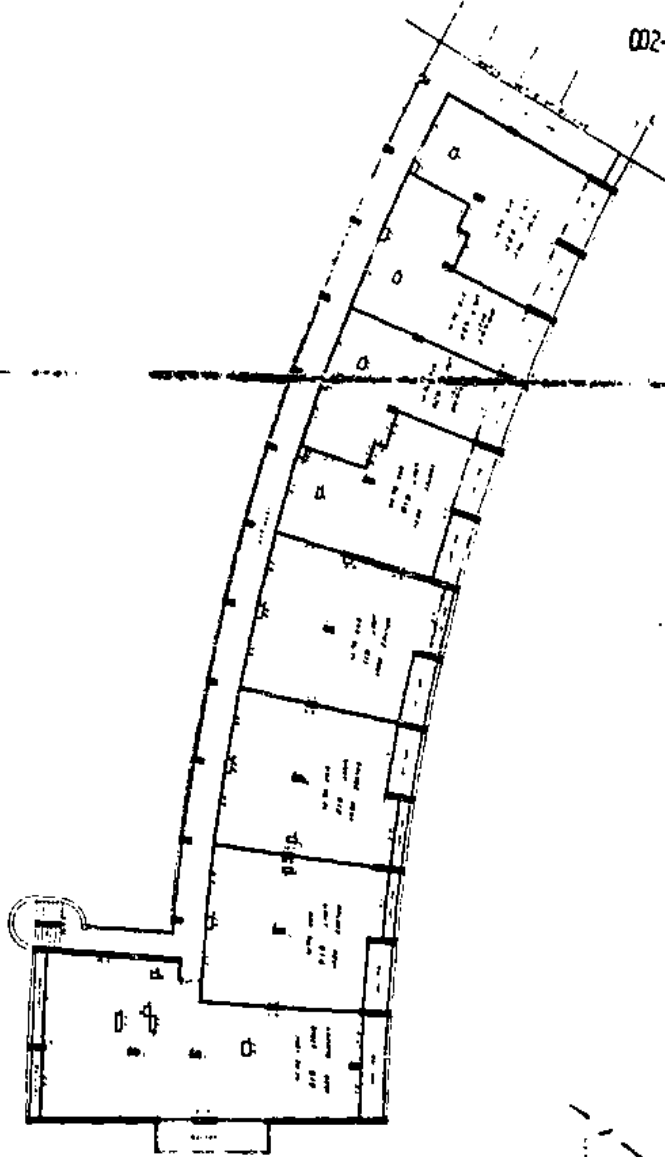
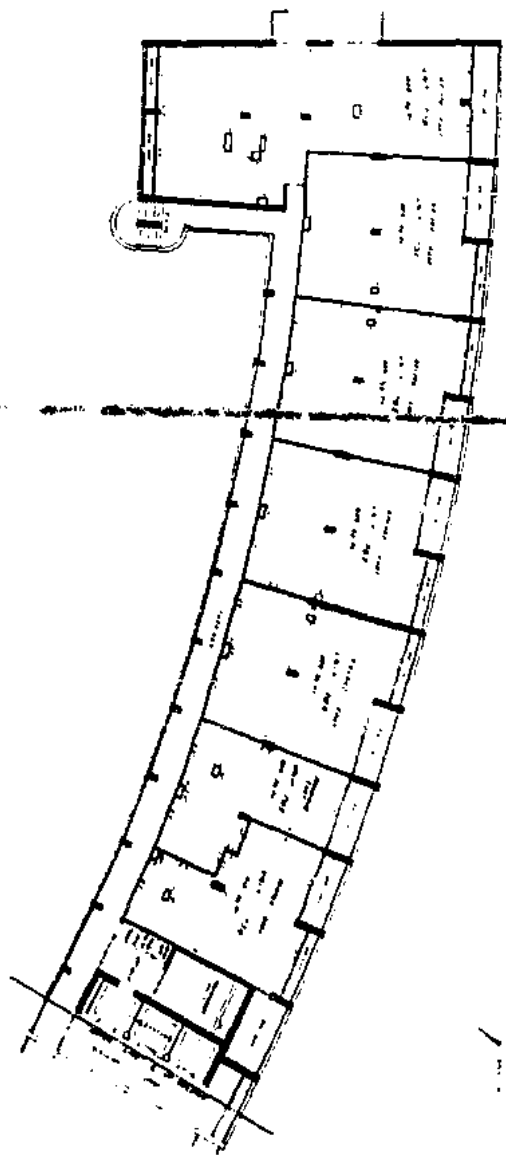


EXHIBIT "C"
PARTIAL FLOOR PLAN - LEVEL 3

002-44-1744



Scale: 1/4" = 1'-0"
Date: 10/15/54
Drawn by: [illegible]
Checked by: [illegible]

EXHIBIT "C"
FLOOR PLAN - LEVEL 1

EXHIBIT "C"
FLOOR PLAN - LEVEL 1

002-44-1745

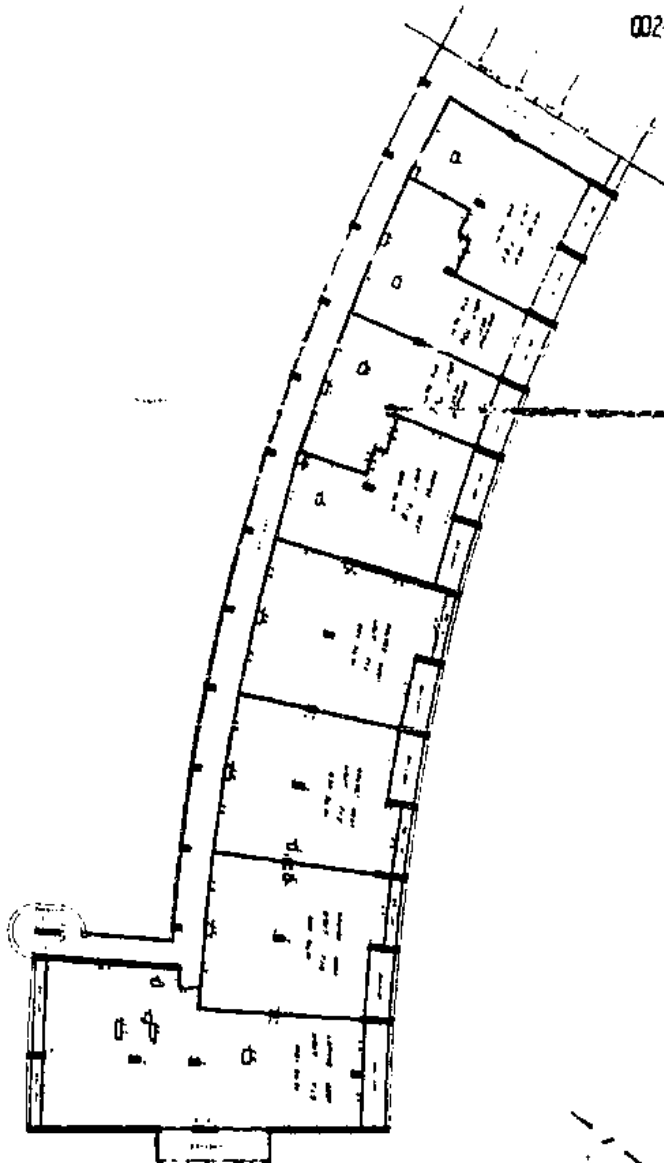


EXHIBIT 'C'
FLOOR PLAN - LEVEL 2

EXHIBIT 'C'
FLOOR PLAN - LEVEL 2

EXHIBIT 'C'
FLOOR PLAN - LEVEL 2

002-44-1746

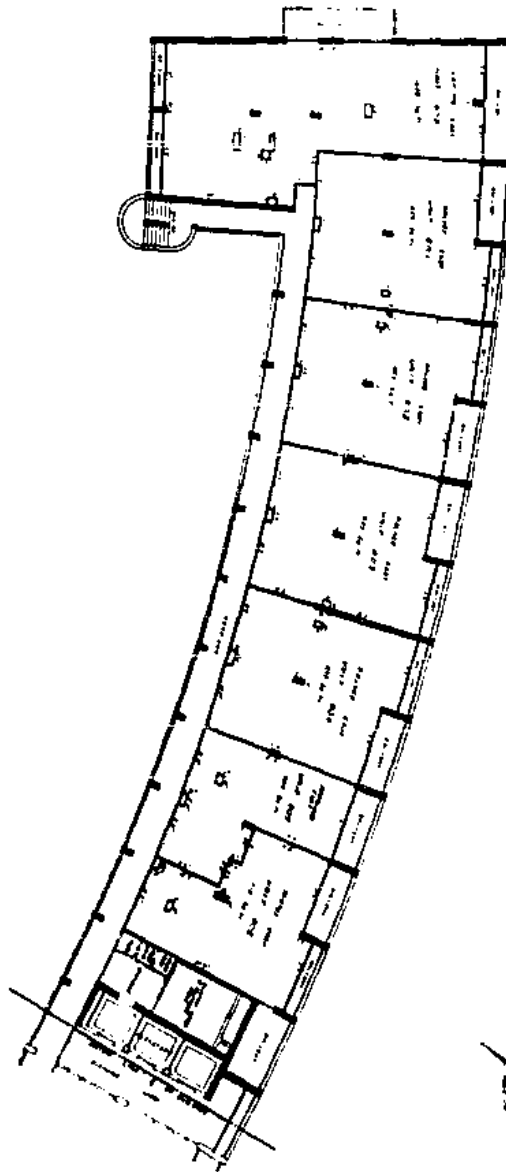


EXHIBIT C
GENERAL FLOOR PLAN

EXHIBIT C
- 2 -

REVISIONS
NO. DATE BY



002-44-1747

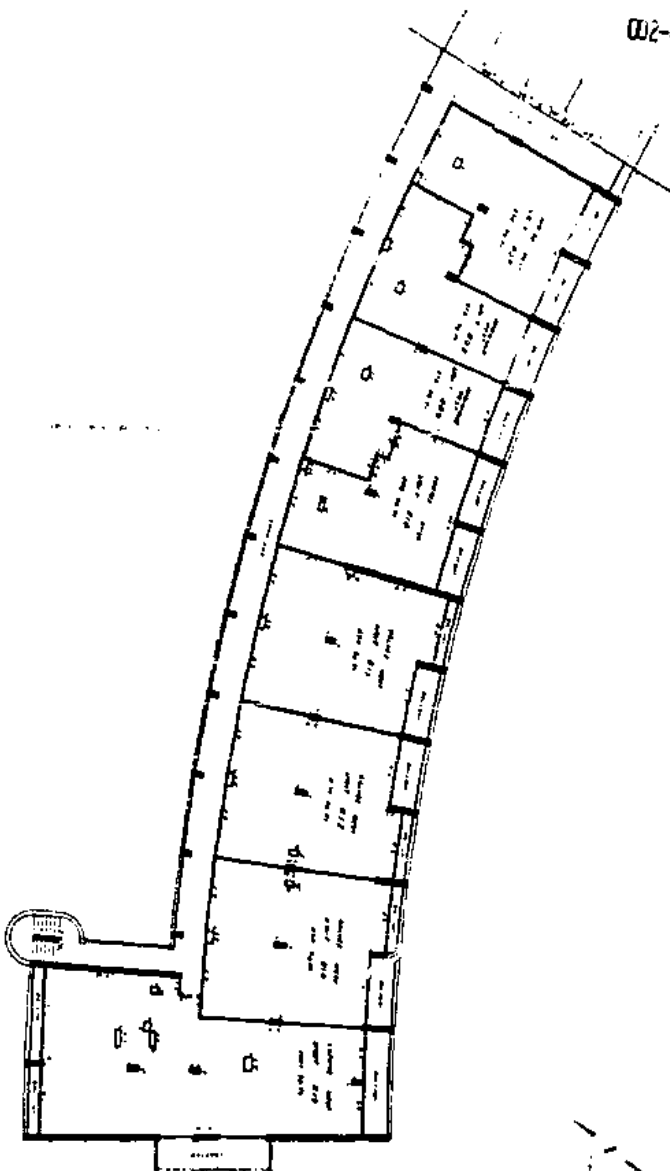
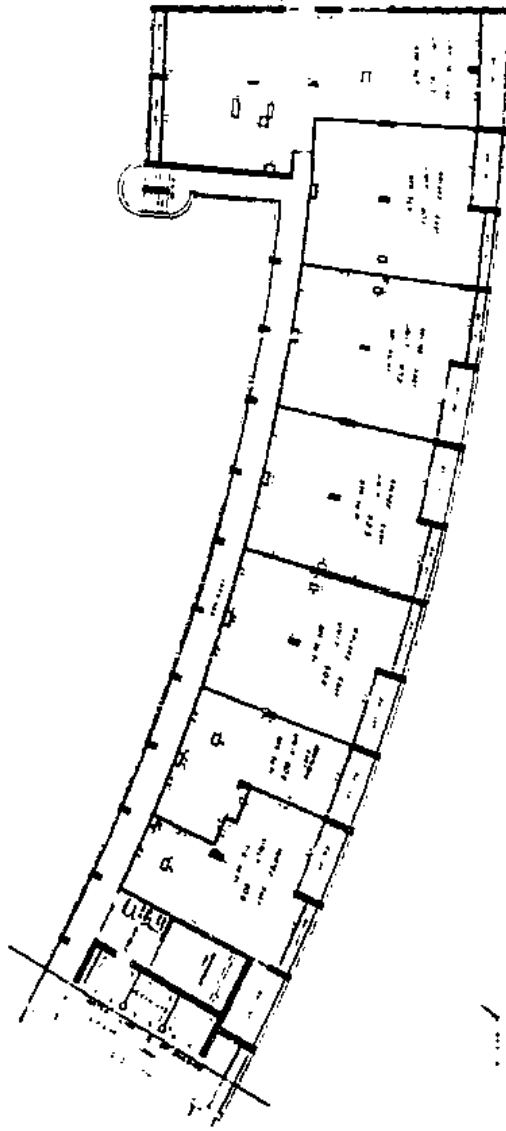


EXHIBIT 'C'
PARTIAL FLOOR PLAN - LEVEL 9

EXHIBIT 'C'
PARTIAL FLOOR PLAN - LEVEL 9

EXHIBIT 'C'
PARTIAL FLOOR PLAN - LEVEL 9

002-44-1748



ALL ROOMS AND AREAS SHOWN
 ON THIS PLAN ARE THE PROPERTY
 OF THE UNITED STATES GOVERNMENT
 AND ARE NOT TO BE REPRODUCED
 OR TRANSMITTED IN ANY FORM
 OR BY ANY MEANS, ELECTRONIC
 OR MECHANICAL, INCLUDING
 PHOTOCOPYING, RECORDING, OR
 BY ANY INFORMATION STORAGE
 AND RETRIEVAL SYSTEM, WITHOUT
 PERMISSION IN WRITING FROM
 THE ARCHITECT OF THE RECORDS
 SECTION, GENERAL INVESTIGATIVE
 DIVISION, FEDERAL BUREAU OF
 INVESTIGATION, U.S. DEPARTMENT
 OF JUSTICE.

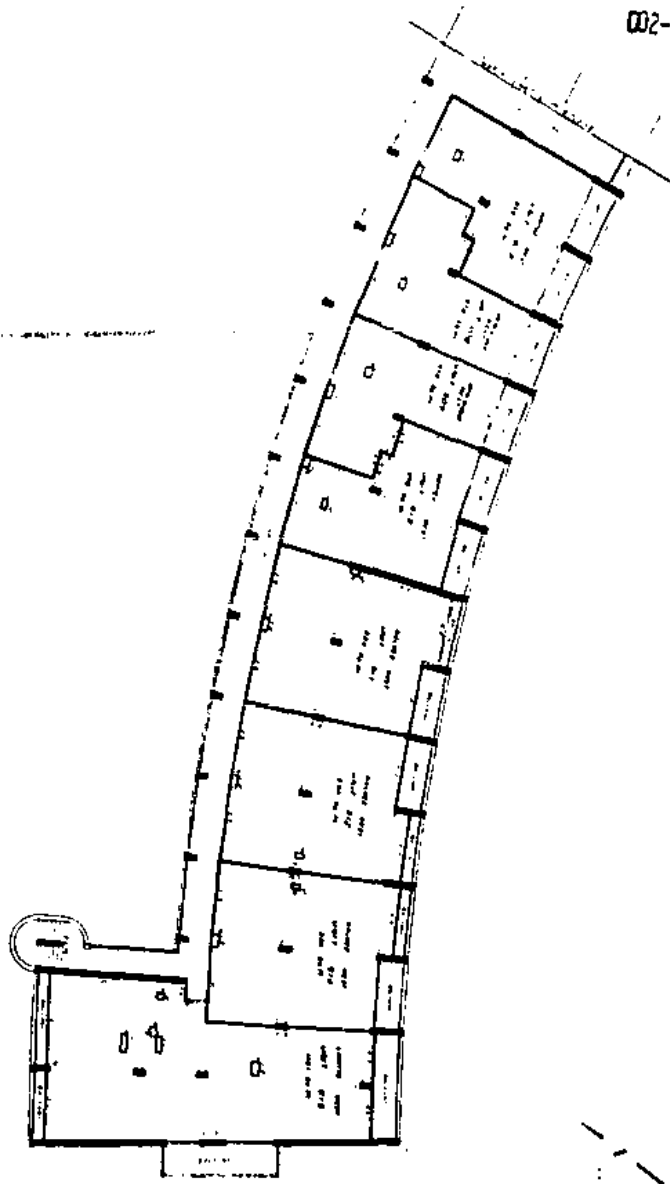
EXHIBIT C
 FLOOR PLAN

EXHIBIT C
 FLOOR PLAN

002-44-1749

ALL ROOMS TO BE
RENOVATED
EXCEPT
OFFICE
AND
RESTROOMS

GENERAL FLOOR PLAN - LEVEL 2
GENERAL FLOOR PLAN - LEVEL 2



GENERAL FLOOR PLAN - LEVEL 2
GENERAL FLOOR PLAN - LEVEL 2

002-44-1750

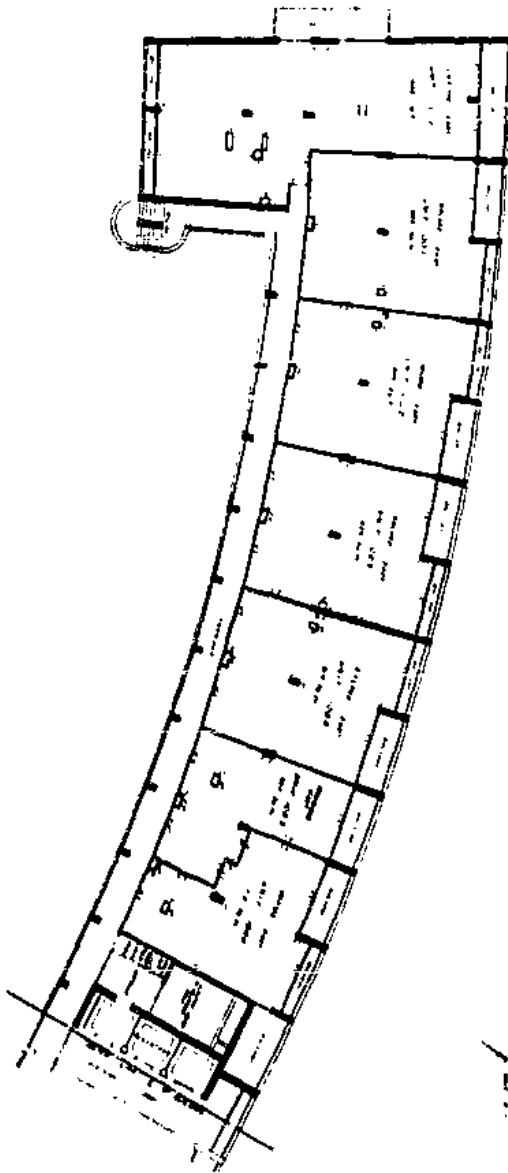


EXHIBIT 'C'
GENERAL PLAN - 1951

EXHIBIT 'C'
GENERAL PLAN - 1951

EXHIBIT 'C'
GENERAL PLAN - 1951

002-44-1751

THESE
DRAWINGS
WAS
PREPARED
BY
THE
ARCHITECT
ON
BEHALF
OF
THE
PROPERTY
OWNER

EXHIBIT "C"
PARTIAL FLOOR PLAN - LEVEL 0

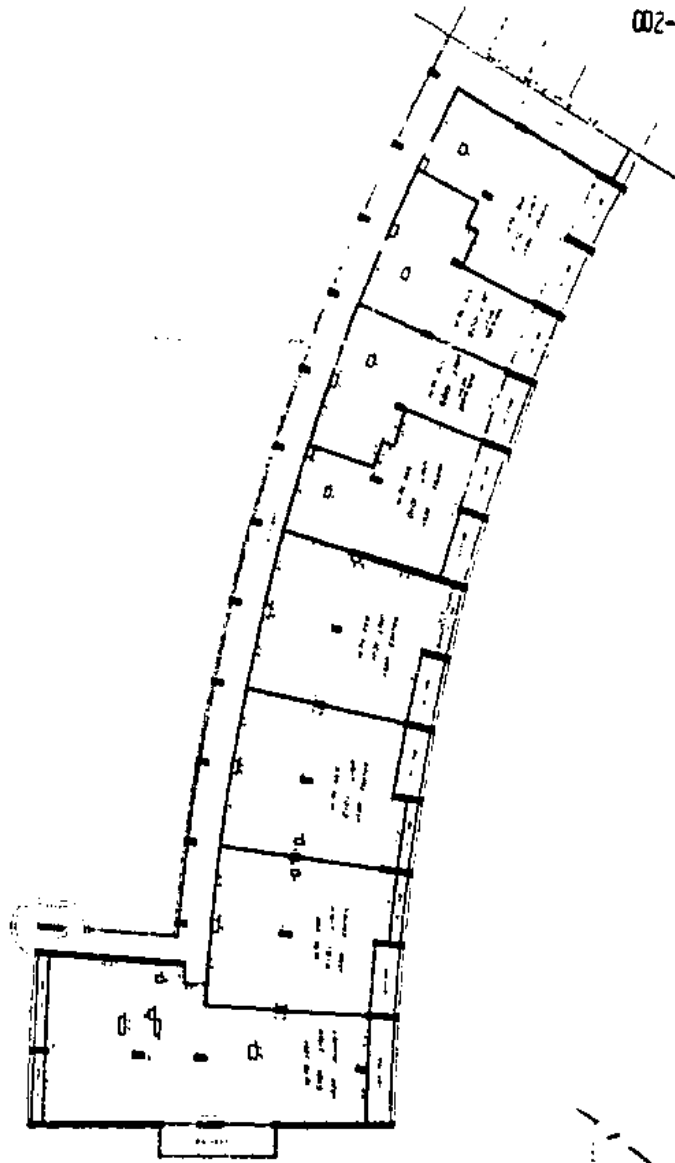
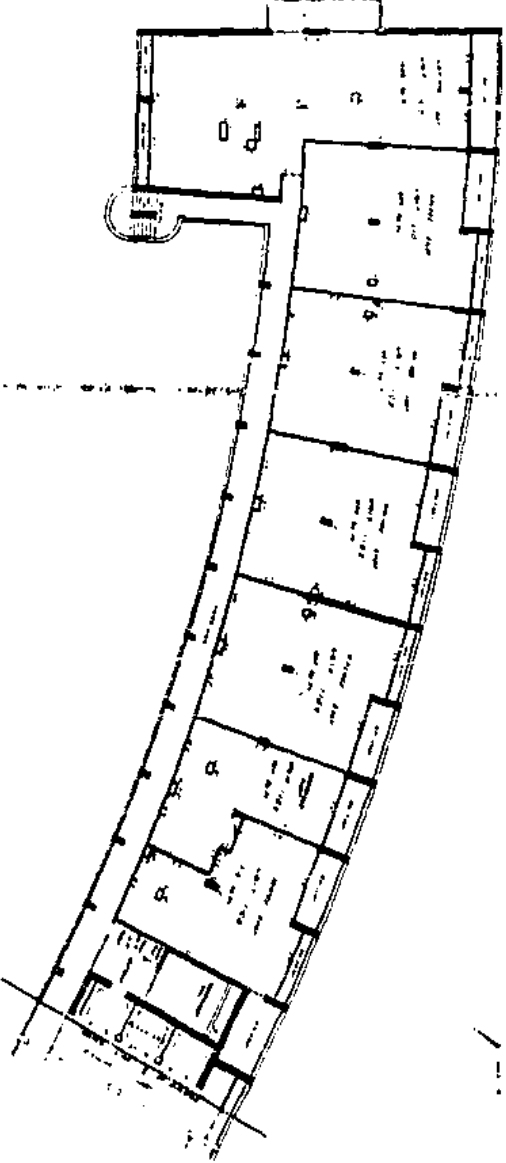


EXHIBIT "C"
PARTIAL FLOOR PLAN - LEVEL 0



002-44-1752



1. ALL ROOMS ARE TO BE MAINTAINED
 2. ALL ROOMS ARE TO BE KEPT CLEAN
 3. ALL ROOMS ARE TO BE KEPT WELL VENTILATED
 4. ALL ROOMS ARE TO BE KEPT WELL LIGHTED
 5. ALL ROOMS ARE TO BE KEPT WELL HEATED
 6. ALL ROOMS ARE TO BE KEPT WELL COOLED
 7. ALL ROOMS ARE TO BE KEPT WELL SOUNDPROOFED
 8. ALL ROOMS ARE TO BE KEPT WELL INSULATED
 9. ALL ROOMS ARE TO BE KEPT WELL SEALED
 10. ALL ROOMS ARE TO BE KEPT WELL PROTECTED

EXHIBIT 'C'
 GENERAL FLOOR PLAN - LEVEL '1'

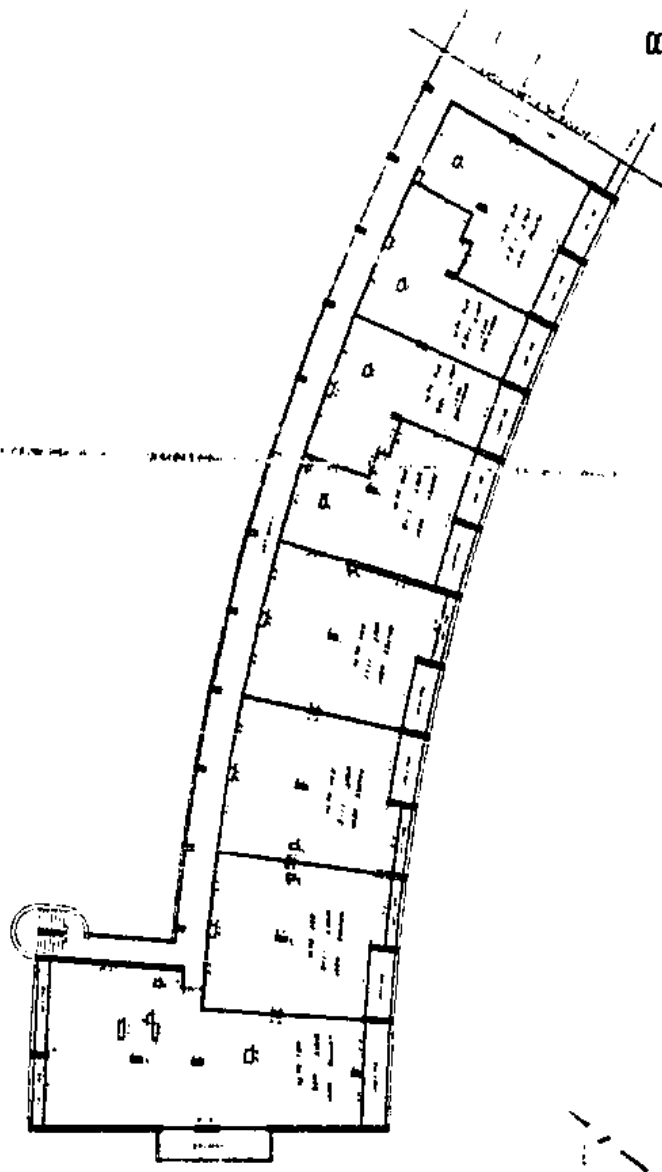
EXHIBIT 'C'
 GENERAL FLOOR PLAN - LEVEL '1'

002-44-1753

EXHIBIT - C
SERIAL FLOOR PLAN - LEVEL 4

EXHIBIT - C
SERIAL FLOOR PLAN - LEVEL 4

EXHIBIT - C
SERIAL FLOOR PLAN - LEVEL 4



002-44-1754

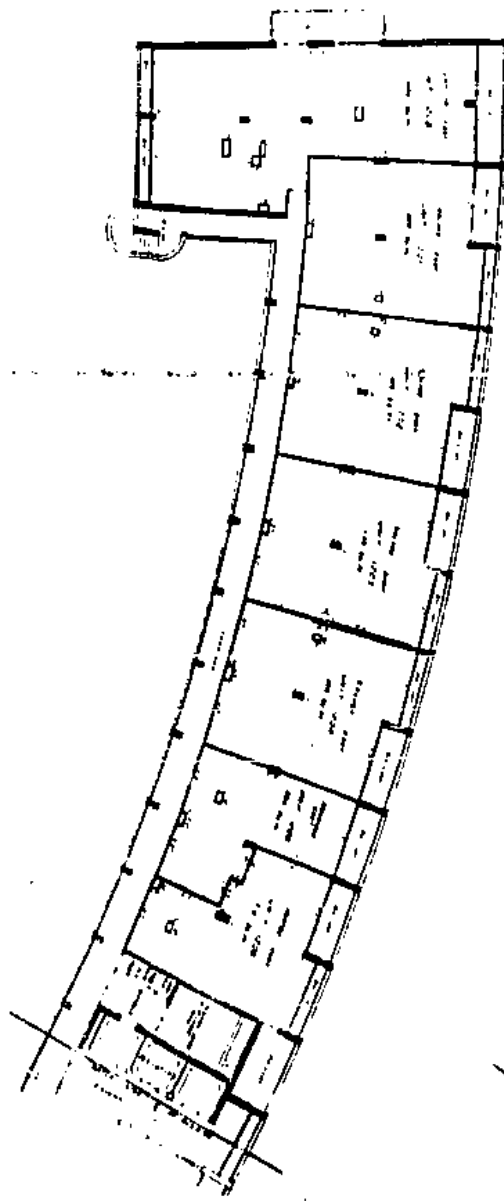
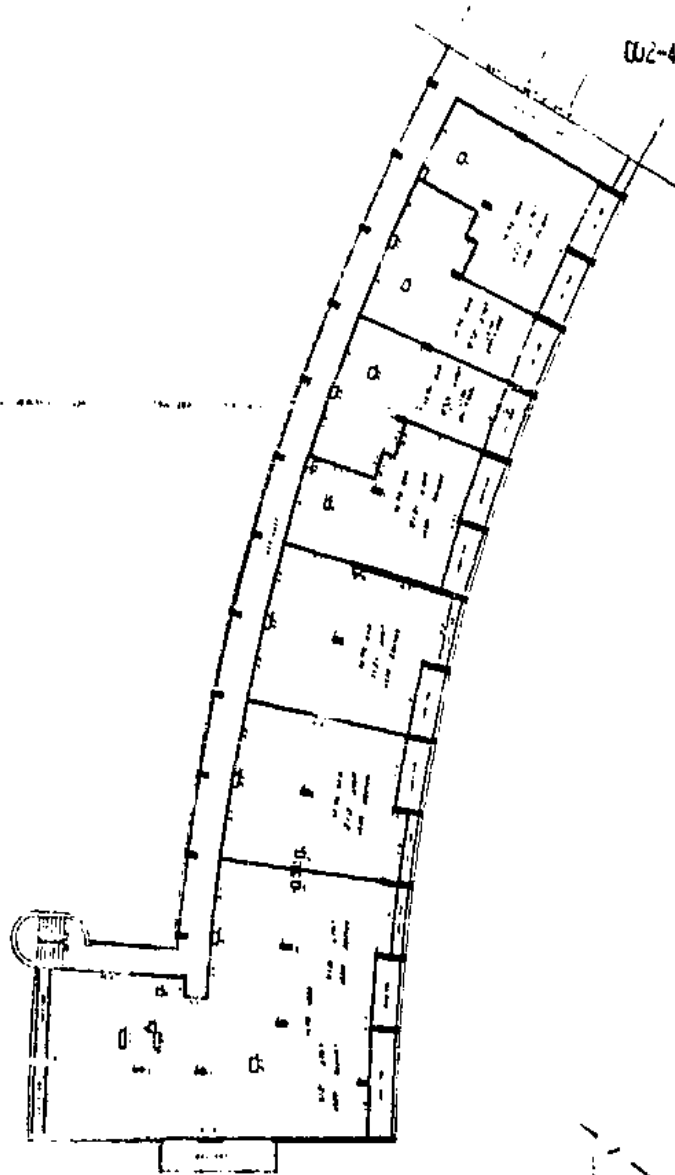


EXHIBIT 'C'
GENERAL FLOOR PLAN - LEVEL 0

EXHIBIT 'C'
GENERAL FLOOR PLAN - LEVEL 0

EXHIBIT 'C'
GENERAL FLOOR PLAN - LEVEL 0

002-44-1755



1. ALL ROOMS TO BE PAINTED
2. ALL ROOMS TO BE CARPETED
3. ALL ROOMS TO BE CEILINGED
4. ALL ROOMS TO BE FLOORED
5. ALL ROOMS TO BE WASHED

GENERAL CONTRACTOR
GENERAL CONTRACTOR

1. ALL ROOMS TO BE PAINTED
2. ALL ROOMS TO BE CARPETED
3. ALL ROOMS TO BE CEILINGED
4. ALL ROOMS TO BE FLOORED
5. ALL ROOMS TO BE WASHED



002-44-1756

EXHIBIT 7C
PLAN VIEW NORTH SIDE

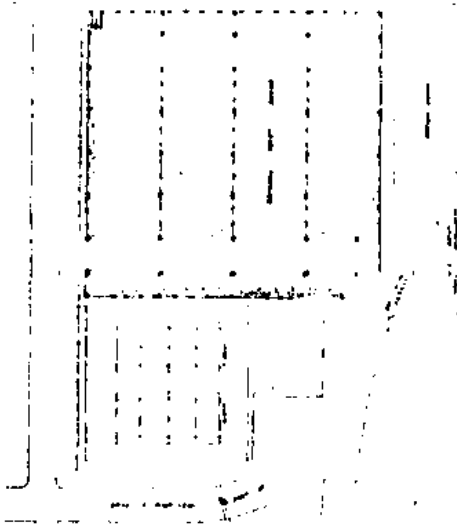
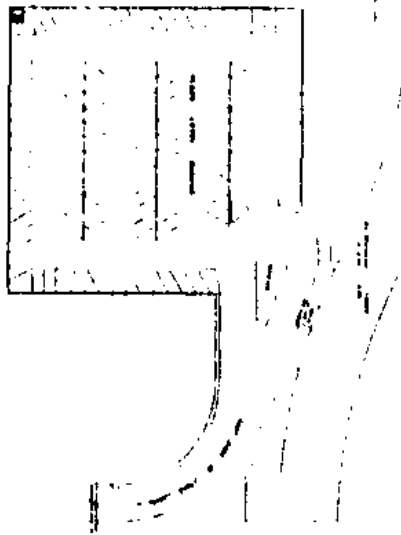


EXHIBIT 7C
PLAN VIEW NORTH SIDE



002-44-1757

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FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM

8545549

THE GALVESTONIAN

THE STATE OF TEXAS §
 COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Declaration of Condominium of The Galvestonian was executed by GALVESTON EAST CONDO, INC. as the Declarant, and recorded under County Clerk's File No. 8329884 of the Condominium Records of the County of Galveston, State of Texas, Film Code No. 002-44-1689, Galveston County, Texas; and

WHEREAS, the Declarant, GALVESTON EAST CONDO, INC. and the undersigned owners, constituting not less than 75% of the total votes of all residents, including all residences held by Declarant, all as per Article XI, Section 11.1, Amendment of Declaration of the Declaration of Condominium, do hereby agree to amend, and do hereby amend said Declaration of Condominium in the following respects:

The first sentence of Article IX, Section 9.2, Notice and Exercise of Option, shall be amended to read as follows:

Section 9.2 Notice and Exercise of Option. Whenever the Owner of any Residence has received a bona fide written offer to lease his Residence and desires to accept such bona fide offer, the Owner of such Residence shall give the Board of Directors written notice of his desire to accept such Lease Offer stating the name, address, business, occupation or employment of the proposed lessee, and the Owner shall furnish the Board of Directors an executed copy of the Lease Offer; said notice shall be deemed given to the Board of Directors by delivery of the same to the then Resident Managing Agent of the Galvestonian Condominium Association, which notice to the then Resident Managing Agent of the association shall be notice to the Board of Directors. The Owner may rely on all actions taken by the then Resident Managing Agent of the Galvestonian Condominium Association as to the rights of the association hereunder.

Article IX, Section 9.4, Approval of Lessee and Terms of Lease, shall be amended to read as follows:

Section 9.4, Approval of Lessee and Terms of Lease. Notwithstanding the fact that the Condominium Association may have declined to exercise its right-of-first-refusal with respect to any leasing of a particular Residence, no Residence shall be leased, except on the standard lease form approved by the Board of Directors of the Galvestonian, through its then Resident Managing Agent. The terms of said lease shall provide, among other things, that such Residence may not be sublet to or be occupied by any persons other than those named in the notice required by Section 9.2 above, without the prior written approval of the Board of Directors through its then Resident Managing Agent. Furthermore, any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of Residence and the Common Elements set forth in this Declaration, the Bylaws, the Rules and Regulations and the laws of the State of Texas now or hereafter established governing the use of the Residences and the Common Elements. Should any lessee or other occupant not comply with such lease provisions, then the

Board of Directors, through its then Resident Managing Agent, shall be given the right to cancel and terminate such lease, without any obligation or liability imposed upon the Owner. For such purposes, the Board of Directors, acting through its then Resident Managing Agent, shall be regarded as the Owner's agent and shall be fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.

Article IX, Section 9.5, Exceptions to Right-of-First-Refusal, shall be amended to read as follows:


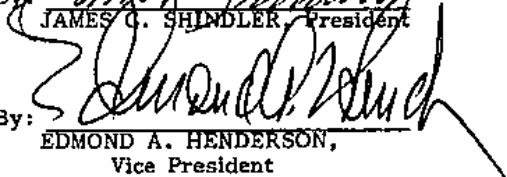
Section 9.5, Exceptions to Right-of-First-Refusal. The right-of-first-refusal granted to the Condominium Association in this Article IX shall not apply to or be operative with respect to (i) the lease of a Residence by the Condominium Association after the Condominium Association has acquired a leasehold estate in such Residence pursuant to the terms of this Article IX; (ii) any lease, rental or occupancy arrangement for any Residence if the Owner of such Residence is a corporation, limited partnership, trust, or other legal entity other than a natural person or persons, for the housing of its officers, directors, partners, trustees, beneficiaries, or other designated agent or employee, provided that such entity is engaged in substantial business endeavors other than the renting or leasing of Residences in this Condominium; (iii) the lease or sublease of any Residence to or by the Declarant; and (iv) the lease or sublease of any Residence for a period of one (1) year or less.

Notwithstanding any provisions in these declarations to the contrary which may by inference or reference attempt to limit or prohibit the rental or leasing of units, the provisions of this Article IX shall control.

This First Amendment to the Declaration of Condominium of The Galvestonian is executed on this ____ day of September, 1985, and except as expressly amended herein, the original Declaration of Condominium filed under Galveston County Clerk's File No. 8329884, and as amended by this First Amendment to the Declaration of Condominium, shall remain in full force and effect.

DECLARANT:

GALVESTON EAST CONDO, INC.

By: 
JAMES C. SHINDLER, President
By: 
EDMOND A. HENDERSON,
Vice President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES C. SHINDLER, known to me to be the President of Galveston East Condo, Inc., and EDMOND A HENDERSON, known to me to be the Vice President of Galveston East Condo, Inc., and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of August, 1985.

Archie L. Rueser
NOTARY PUBLIC, STATE OF TEXAS
My commission expires: 8-30-88

GALVESTON EAST CONDO, INC., #100,101,106,107,109,112,114,115,206,207,
Owners of 82 number of units 208,215,300,301,306,310,315,406,408,502,
constituting 46 percentage 505,506,515,600,606,610,611,700,701,705,
of total units 706,707,708,715,800,801,802,803,804,809,
814,901,902,903,905,907,908,909,911,914,
915,1002,1004,1005,1006,1007,1008,1009,
By: [Signature] 1010,1011,1014,1101,1102,1103,1104,1105,
Owner, Unit No. 1106,1107,1108,1111,1112,1114,1200,1205,
percentage undivided interest. 1206,1207,1208,1210,1211,1212,1214,
1215.

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on August 29, 1985, by JAMES C. SHINDLER, owner of Unit No. (see above), of The Galvestonian.

Archie L. Rueser
Notary Public, State of Texas
My commission expires: 8-30-88

Harry A. Kahler Jr.
Owner, Unit No. 201
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on Sept. 6, 1985, by HARRY A. KAHLER JR., owner of Unit No. 201, of The Galvestonian.

Paul Bower
Notary Public, State of Texas
My commission expires: 2/9/89

[Signature]
Owner, Unit No. 308
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

004-22-0369

This instrument was acknowledged before me on Sept 10,
1985, by DON F. WETZEL, owner of Unit No. 308, of
The Galvestonian.

Paul Bower
Notary Public, State of Texas
My commission expires: FEB 7 87

Angela E. Brown
Owner, Unit No. 02
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on Sept 14,
1985, by BENJAMIN E. BRANER, owner of Unit No. 402, of
The Galvestonian.

Paul Bower
Notary Public, State of Texas
My commission expires: 2/9/89

LA VISTA PARTNERSHIP
BY E.R. THOMPSON JR.
MANAGING PARTNER
Owner, Unit No. 311
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on Sept 13,
1985, by LA VISTA PARTNERSHIP, owner of Unit No. 311, of
The Galvestonian. E.R. THOMPSON JR.

Paul Bower
Notary Public, State of Texas
My commission expires: FEB 9 89

Paul G. Bell for J.H. Bell owner
Owner, Unit No. 504
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on Sept 22,
1985, by Paul G. Bell, owner of Unit No. 504, of
The Galvestonian.

Paul Bower
Notary Public, State of Texas
My commission expires: FEB 9 89

DIANA KUNZE BROWN
Owner, Unit No. 1109 & 1110
percentage undivided interest.

004-22-0370

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on 18 Sept,
1985, by Deanna Ruth Brown owner of Unit No. 1109, of
The Galvestonian. 1110

Paul Bower
Notary Public, State of Texas
My commission expires: Feb 9, 89

Deanna Ruth Brown
Owner, Unit No. 1109
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on Sept 22,
1985, by Arlo G. Ferguson, owner of Unit No. 910, of
The Galvestonian.

Paul Bower
Notary Public, State of Texas
My commission expires: Feb 9 89

Arlo G. Ferguson
Owner, Unit No. 910
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on SEPT 27,
1985, by F. L. NORRIS, owner of Unit No. 205, of
The Galvestonian.

Paul Bower
Notary Public, State of Texas
My commission expires: Feb 9, 89

F. L. Norris
Owner, Unit No. 205
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on Oct 8,
1985, by FRANK OLSON, owner of Unit No. 508, of
The Galvestonian.

Paul Bower
Notary Public, State of Texas
My commission expires: Feb 9 89

Frank Olson
Owner, Unit No. 508
percentage undivided interest.

John Olson
Owner, Unit No. 509
percentage undivided interest.

004-22-0371

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on Oct 12,
1985, by John Olson, owner of Unit No. _____, of
The Galvestonian.

Paul Bower
Notary Public, State of Texas
My commission expires: 2/2/89

Ed King
Owner, Unit No. 1115
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on Oct 12,
1985, by Ed King, owner of Unit No. 1115, of
The Galvestonian.

Paul Bower
Notary Public, State of Texas
My commission expires: 2/2/85

Allan A. Atkinson
Owner, Unit No. 314
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on Oct 12,
1985, by Allan A. Atkinson, owner of Unit No. 314, of
The Galvestonian.

Paul Bower
Notary Public, State of Texas
My commission expires: 2/9/89

Owner, Unit No. _____
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on _____,
1985, by _____, owner of Unit No. _____, of
The Galvestonian.

Notary Public, State of Texas
My commission expires: _____

004-22-0372

Wm. Ladin - executor estate Wm. Ladin

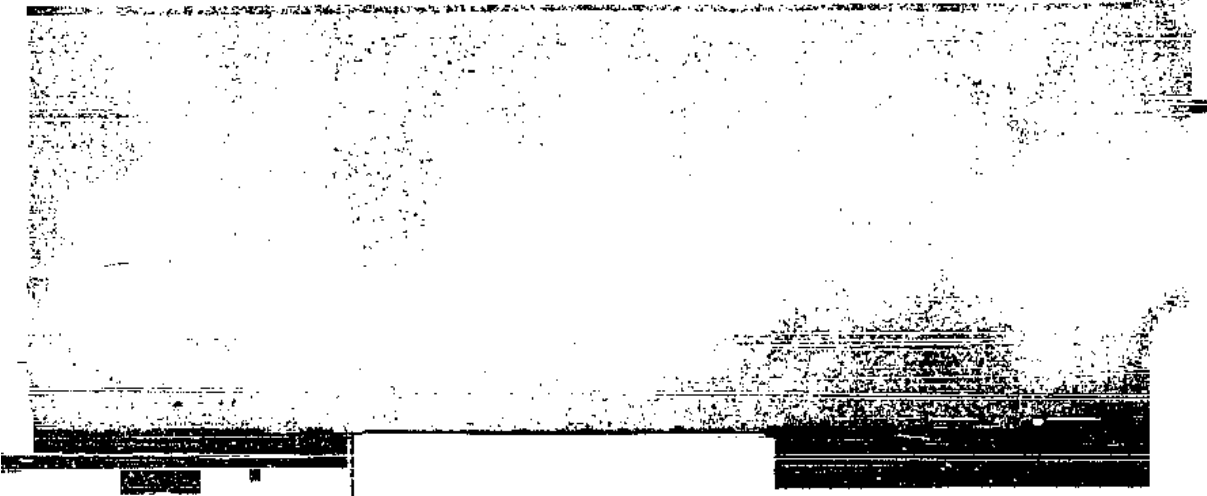
Owner, Unit No. 712 # 605
100% percentage undivided interest. 33 1/3%

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on 10-8-85
1985 by Lois E. Ladin, Executor, owner of Unit No. 712, of
The Galvestonian. of Estate of William E. Ladin and 605



Francis Hutter
Notary Public, State of Texas
My commission expires: 10-31-88



004-22-0373

Frank F. Spata
Owner, Unit No. 6036-E
20.544 percentage undivided interest.

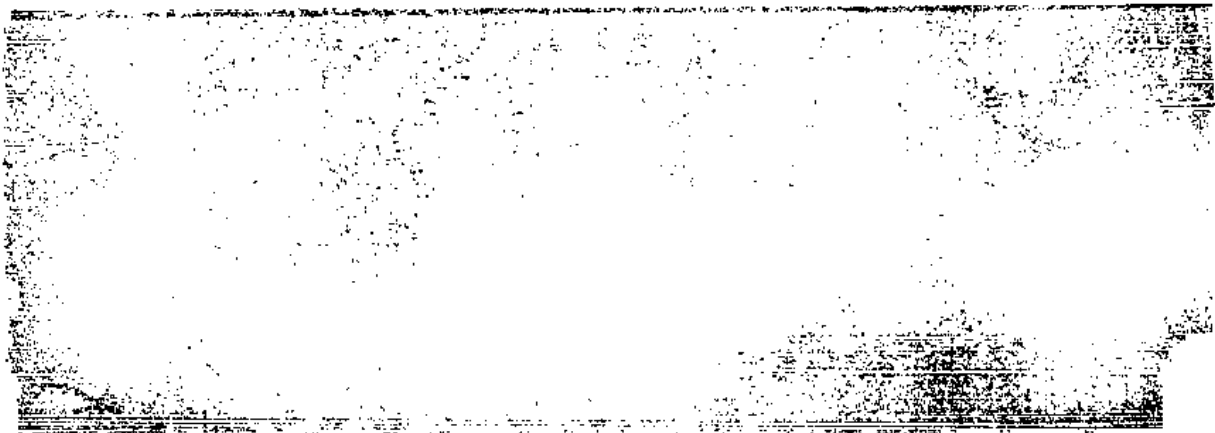
THE STATE OF TEXAS . §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on October 7,
1985, by FRANK F. SPATA, owner of Unit No. 6036E, of
The Galvestonian.

Sylvia Marie Reed
Notary Public, State of Texas
My commission expires



SYLVIA MARIE REED
Notary Public, State of Texas
My Commission Expires June 2, 1988



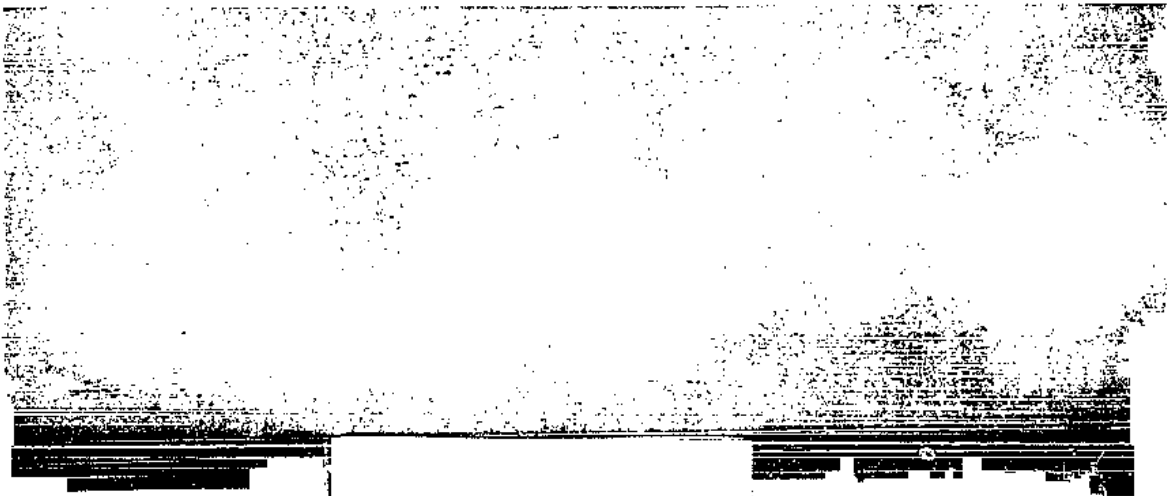
004-22-0374

Barry J. Kemms
Owner, Unit No. 400
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on Oct 17,
1985, by Barry J. Kemms owner of Unit No. 400, of
The Galvestonian.

Paul Bower
Notary Public, State of Texas
My commission expires: 2/9/89



004-22-0375

[Handwritten signature]

Owner, Unit No. 805-806
percentage undivided interest.

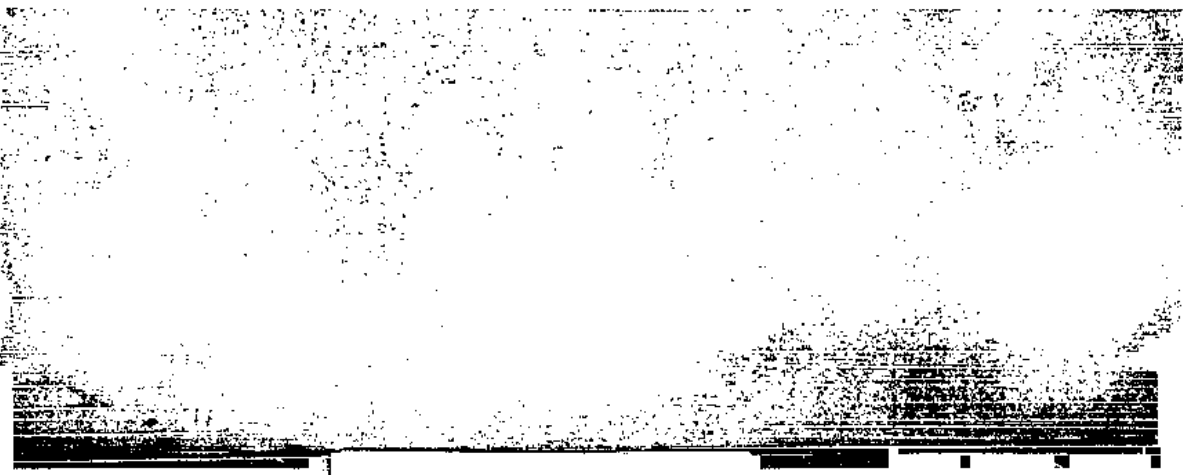
THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on Oct, 15, 1985
1985, by M. Robert Hecht, owner of Unit No. 805-806 of
The Galvestonian.



Marquette Howard
Notary Public, State of Texas
My commission expires: 10-31-88

MARQUETTE HOWARD
Notary Public, State of Texas
My Commission Expires 10-31-88



004-22-0376

Charles A. Bucks
Owner, Unit No. 407 Co-Tex West
433 percentage undivided interest.


THE STATE OF TEXAS. §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on October 10,
1985, by CHARLES A. BUCKS, owner of Unit No. 407, of
The Galvestonian.

Sigrid H. Desoi
Notary Public, State of ~~Texas~~ CALIFORNIA
My commission expires: 8/23/86

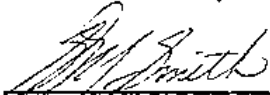


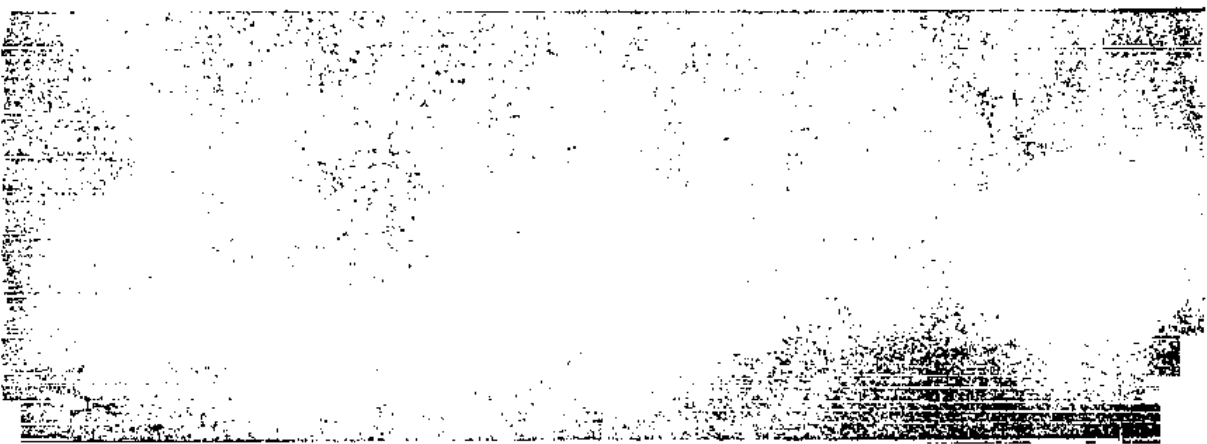
004-22-0377


Owner, Unit No. 5126W
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on October 8,
1985, by C.E. Mc, owner of Unit No. 5126W, of
The Galvestonian


Notary Public, State of Texas
My commission expires: 6/5/88



004-22-0378

Bernard? Perlmutter

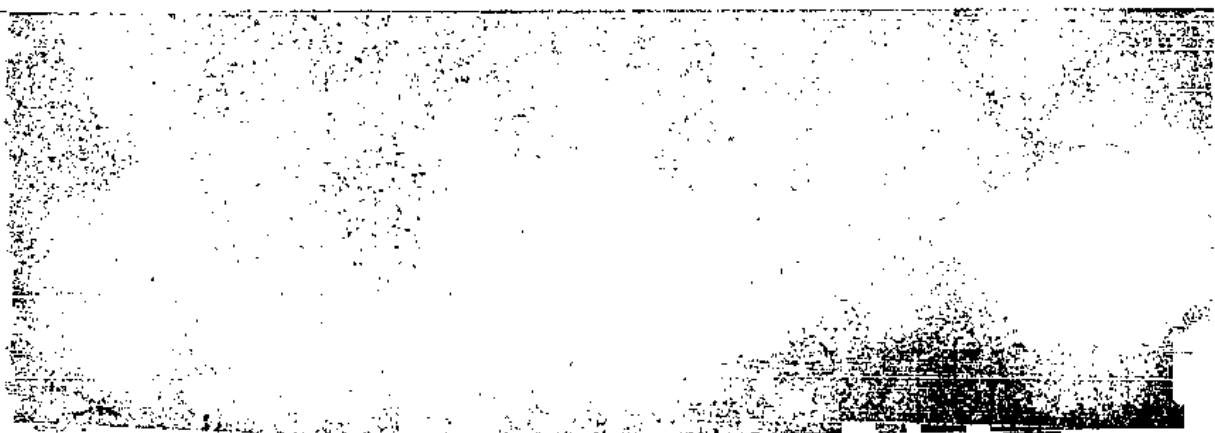
Adela S. Perlmutter

Owner, Unit No. 704
percentage undivided interest.

THE STATE OF TEXAS. §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on October 8,
1985, by Bernard & Adela S. Perlmutter, owners of Unit No. 704, of
The Galvestonian.

Loni A. Wright
Notary Public, State of Texas
My commission expires: 4-4-87



004-22-0379

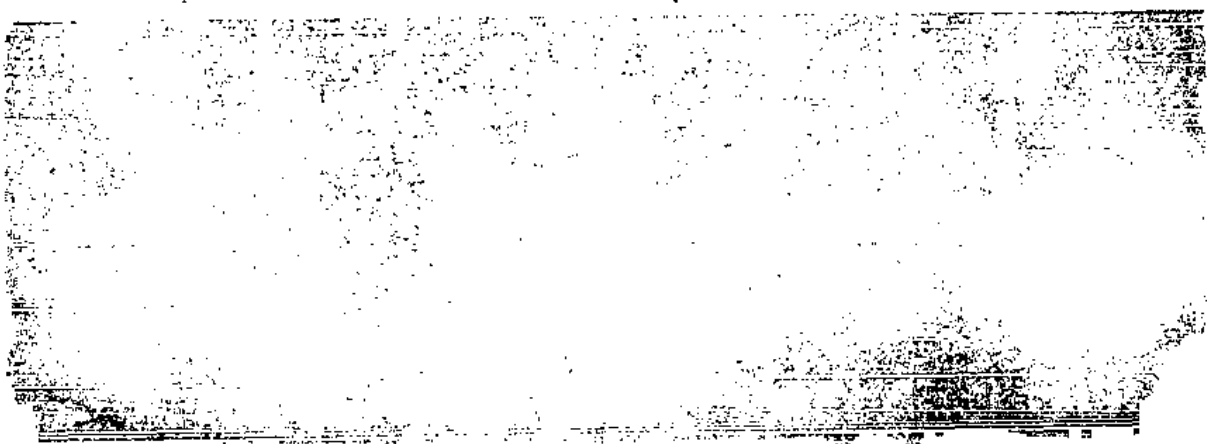
Edward D. Miller
Owner, Unit No. 689
percentage undivided interest.

THE STATE OF TEXAS. §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on Oct. 8th
1985, by Edward D. Miller, owner of Unit No. 7669, of
The Galvestonian.



Bill Williams
Notary Public, State of Texas
My commission expires: 7-30-88



004-22-0380

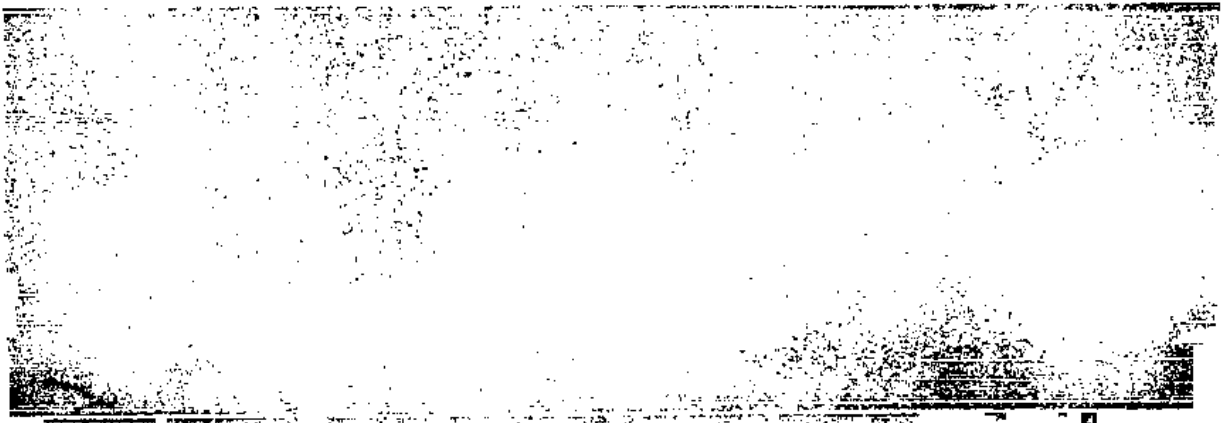
Donald G. Hunter
Owner, Unit No. 302 GE
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on OCT 5,
1985, by DONALD G. HUNTER, owner of Unit No. _____, of
The Galvestonian.



Paul Bowie
Notary Public, State of Texas
My commission expires: FEB 9 89



004-22-0381

S & K Properties

J. W. LITTLE

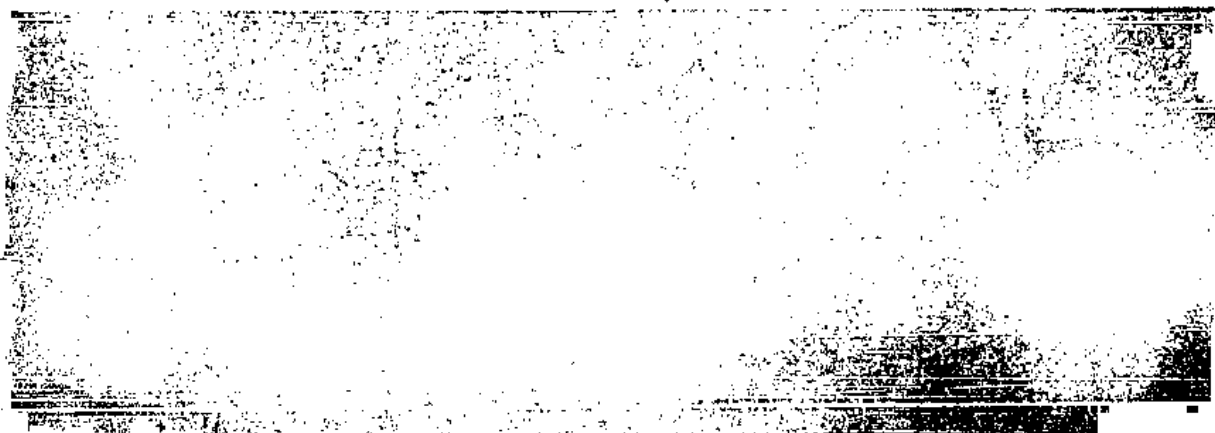
Owner, Unit No. 105
100% percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on Oct 7
1985, by J. W. Little, owner of Unit No. 105, of
The Galvestonian.

Paul Bower

Notary Public, State of Texas
My commission expires: FEB 9 89



I approve of amendment to Article IX of the Declaration as referenced in the letter of Paul Brown dated September 30, 1985.

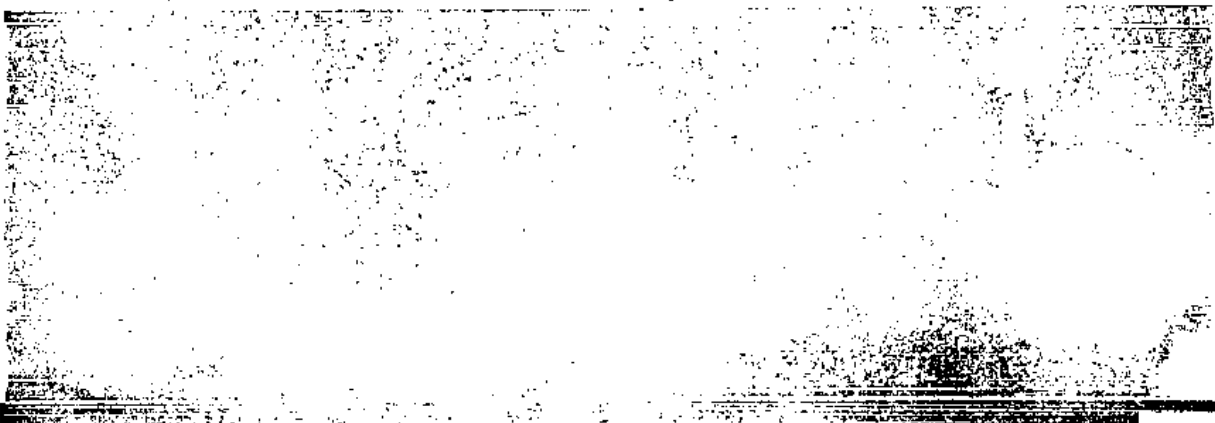
Carolyn B. Martin
Owner, Unit No. 209
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on October 4, 1985, by Carolyn B. Martin, owner of Unit No. 209, of The Galvestonian.

Jackquelyn L. Boudreaux
Notary Public, State of Texas
My commission expires: 12-23-85

JACKQUELYNN L. BOUDREAUX
Notary Public in and for Galveston County, Texas.
My Commission expires December 23, 1985



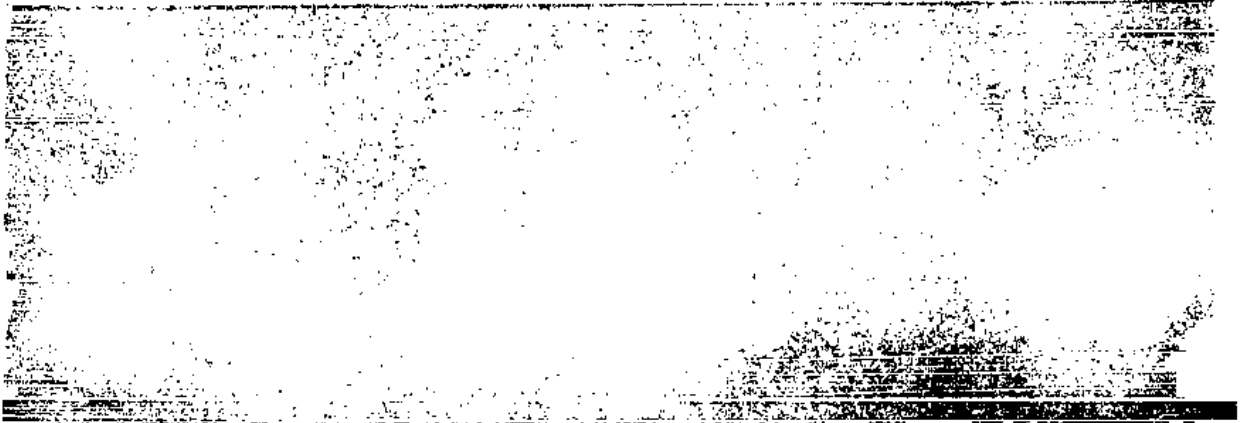
BERT AND MARGARET GRIPP
Owner, Unit No. 614
.005409 percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on October 4th,
1985, by Bert and Margaret Gripp, owner of Unit No. 614, of
The Galvestonian.



Kimberly McCagnese
Notary Public, State of Texas
My commission expires: 1-4-86



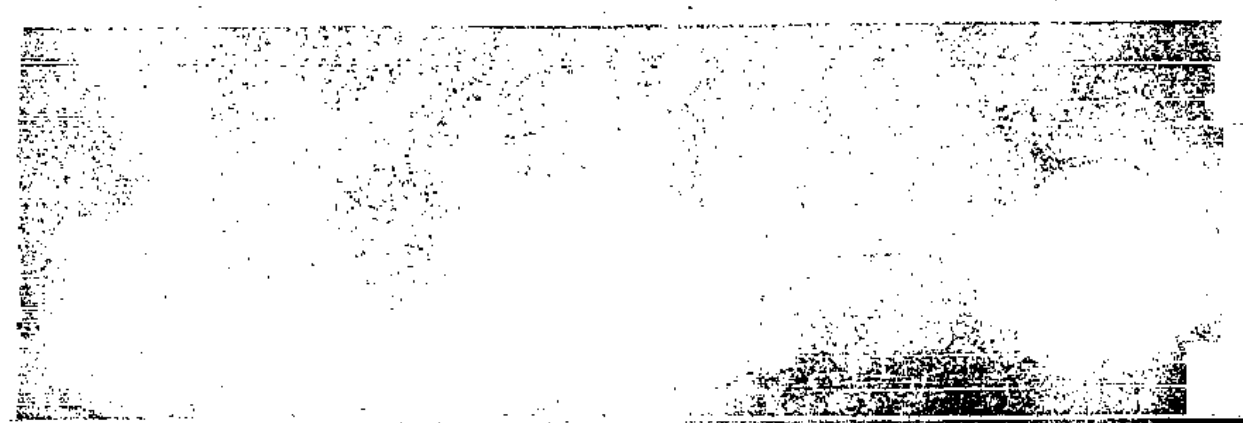
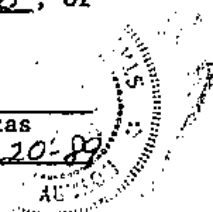
004-22-0384

May Caffrey
Owner, Unit No. 2124
percentage undivided interest.

THE STATE OF TEXAS. §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on 4th October,
1985, by May Caffrey, owner of Unit No. 2124, of
The Galvestonian.

Danna Brunette
Notary Public, State of Texas
My commission expires: 6-20-89



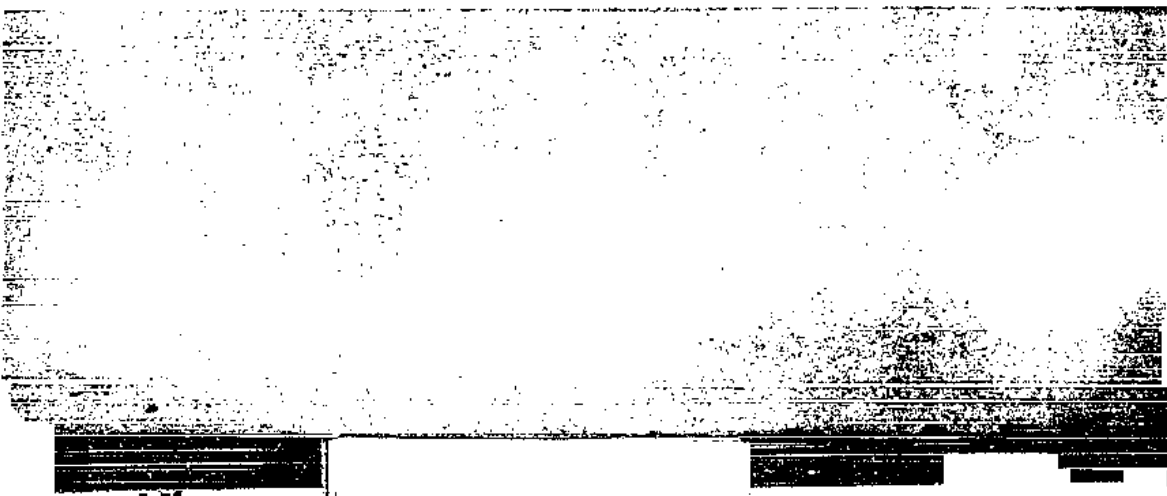
James Gordon Spencer
Owner, Unit No. 507 Cortez West
 percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on October 4,
198 5, by James G. Spencer, owner of Unit No. 507 W, of
The Galvestonian.



Kendra Langham
Notary Public, State of Texas
My commission expires: 6-1-89

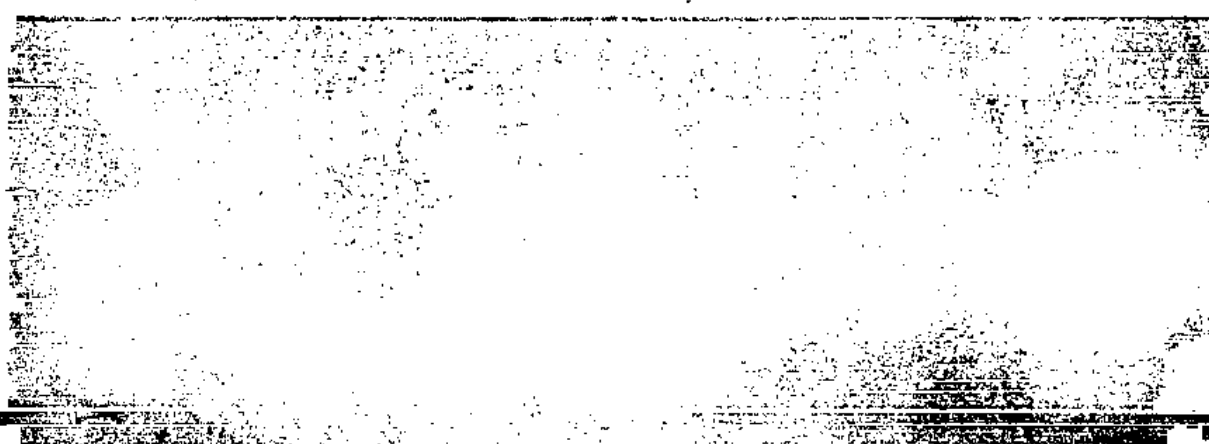


Daniel P. L. Little
Owner, Unit No. 500
100 percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on October 2,
1985, by DANIEL P. WHITTY, owner of Unit No. 500, of
The Galvestonian.

Nilda B. Hilbert
Notary Public, State of Texas
My commission expires: 4/4/89



004-22-0387

Maurice Rubenstein

Owner, Unit No. 203

 percentage undivided interest.

THE STATE OF TEXAS. §
COUNTY OF GALVESTON §

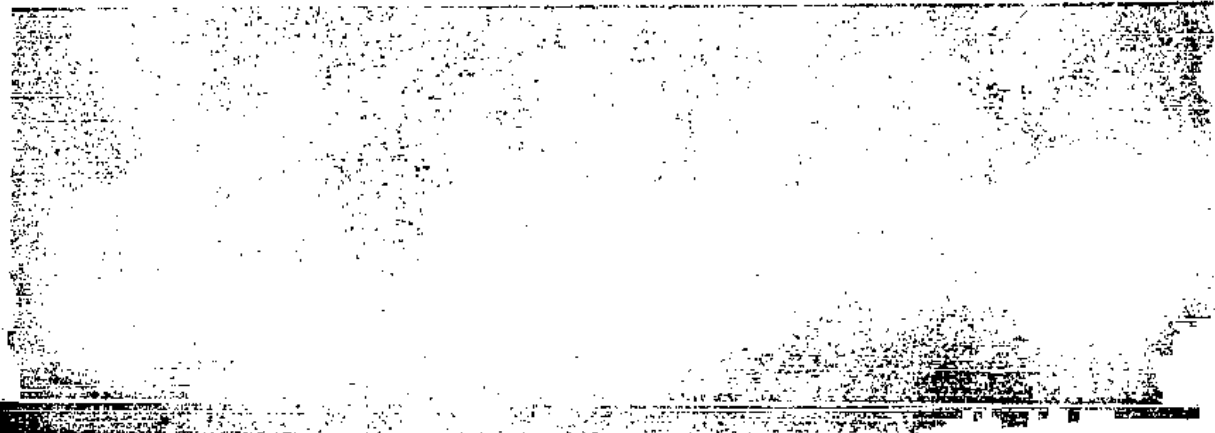
This instrument was acknowledged before me on OCTOBER 1,
1985, by MAURICE RUBENSTEIN, owner of Unit No. 203, of
The Galvestonian.



Rubert L. Merrill

Notary Public, State of Texas

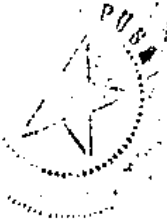
My commission expires: 6-30-89



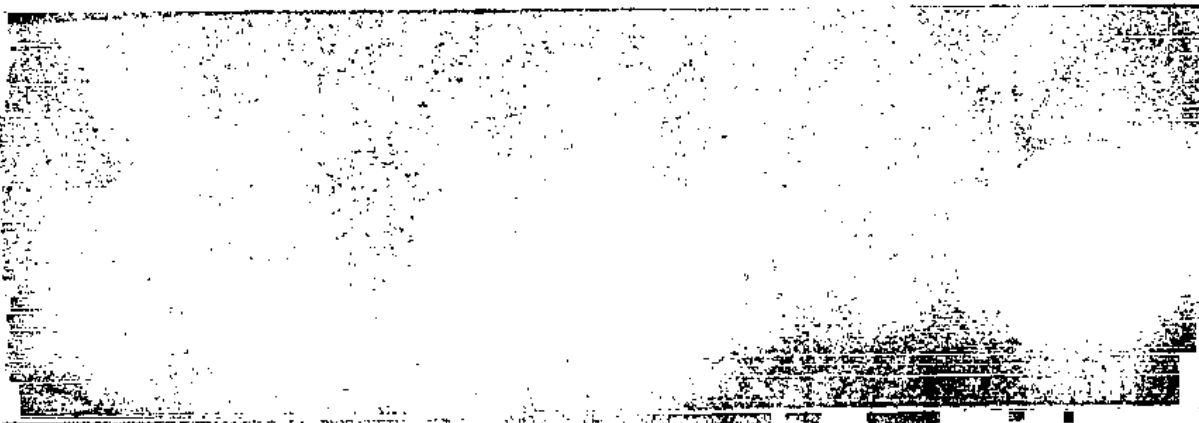
John DeLisi Blacorn
owner, Unit No. 405
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on OCT 5
1985, by JOHN DE LISI BLACORN, owner of Unit No. 405, of
The Galvestonian.



Paul Bowen
Notary Public, State of Texas
My commission expires: FEB 9 89

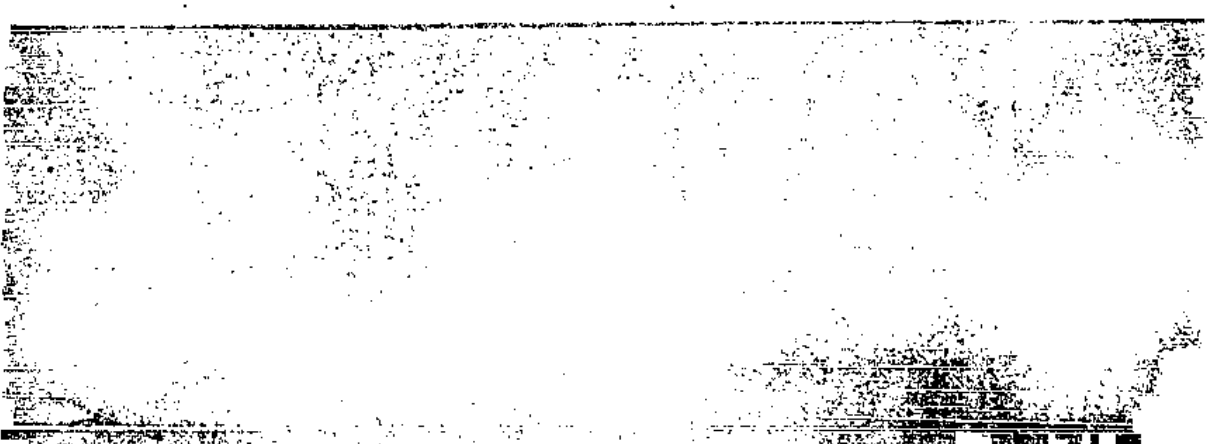


J. A. Elkins, Jr. 102 + 103
Owner, Unit No. 102
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on October 3,
1985, by J. A. Elkins, Jr., owner of Unit No. 102, of
The Galvestonian.

Lorene C. Evans
Notary Public, State of Texas
My commission expires: February 6, 1988



004-22-0390

Martha V. Goodrum, Jr.

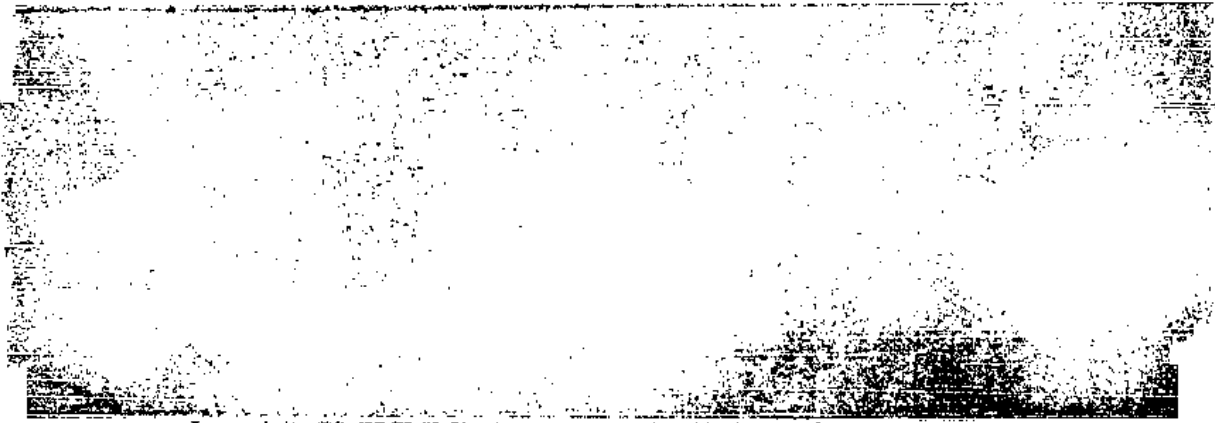
Martha V. Goodrum
Owner, Unit No. 604
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on October 3,
1985, by Martha V. Goodrum, Jr., owner of Unit No. 604, of
The Galvestonian. and Martha V. Goodrum

Patsy J. Alexander
Notary Public, State of Texas
My commission expires: 5-6-89

PATSY J. ALEXANDER
Notary Public, State of Texas
My Commission Expires 5-6-89



004-22-0391

I agree to modification of Section 9.2 and
9.4 by the Condominium Declaration
Arthur Schecter
Owner, Unit No. 1015
percentage undivided interest.

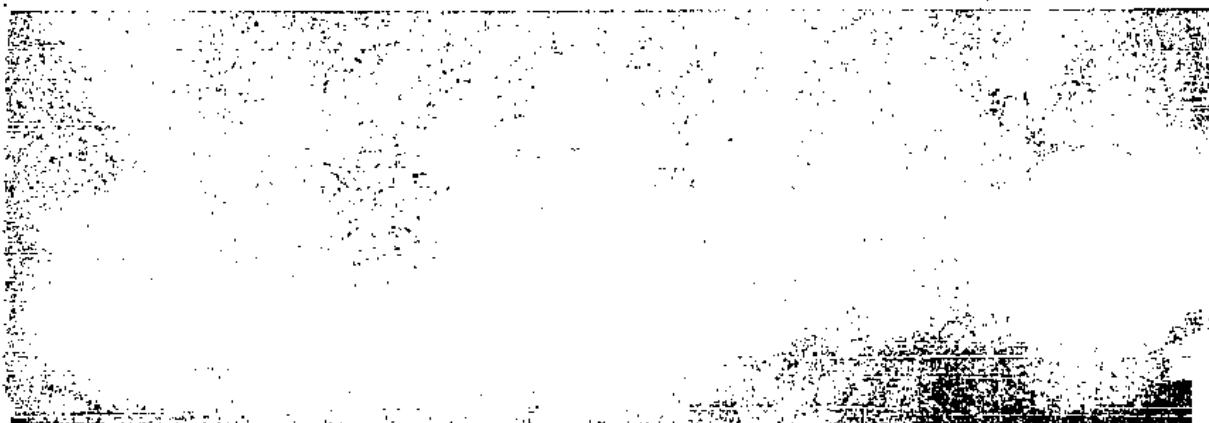
THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on October 1st,
1985, by Arthur Schecter, owner of Unit No. 1015, of
The Galvestonian.



Sara M. Erhard
Notary Public, State of Texas
My commission expires: 6-24-88

Please return to Arthur Schecter



004-22-0392

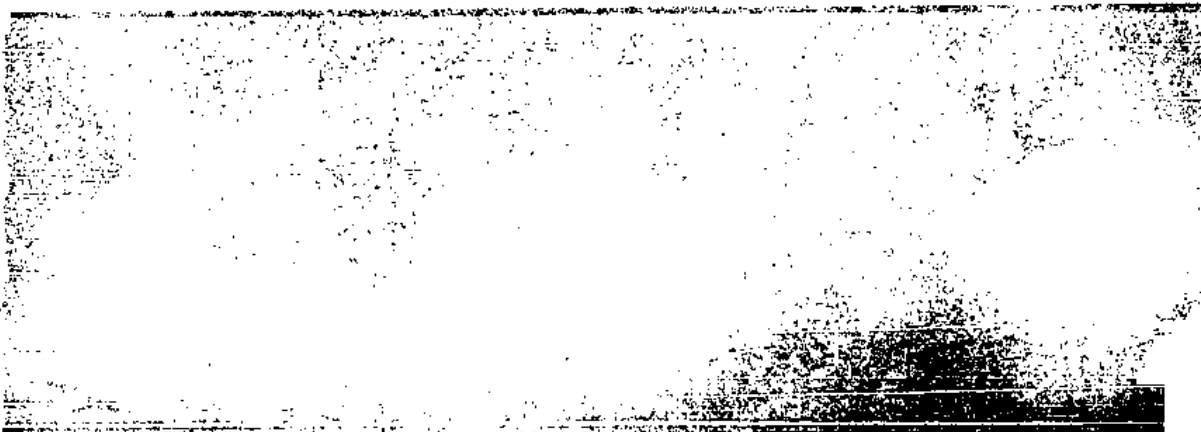
Gary L. Evans
Owner, Unit No. 501
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on October 3,
1985, by Gary L. Evans, owner of Unit No. 501, of
The Galvestonian.

Linda L. Sotier
Notary Public, State of Texas
My commission expires: 5/30/88

Linda L. Sotier



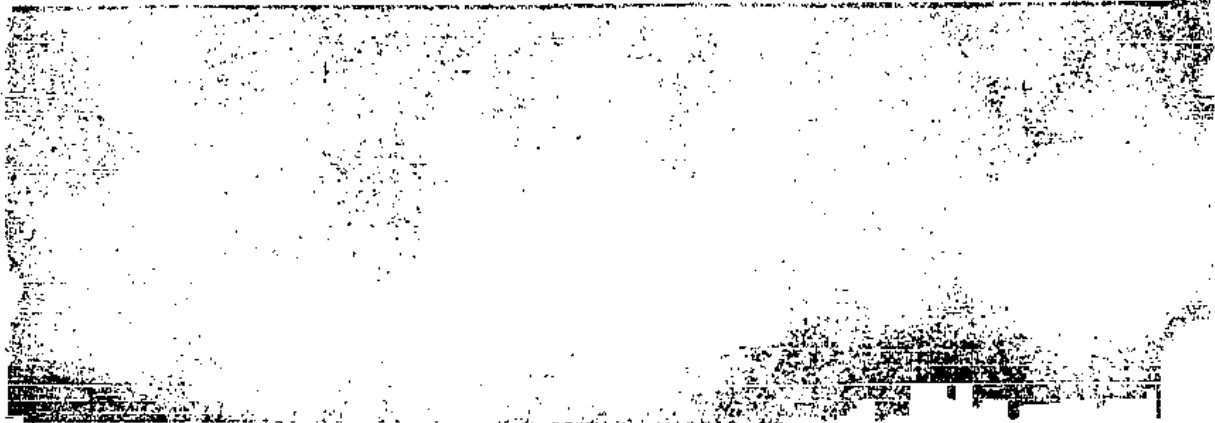
004-22-0393

HERMON LLOYD
Owner, Unit No. 404
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on Oct 2, 1985
1985, by Hermon Lloyd, owner of Unit No. 404, of
The Galvestonian.

Nancy L. Herring
Notary Public, State of Texas
My commission expires 1/21/89



004-22-0394

Glen V. Dorflinger

Owner, Unit No. 401
percentage undivided interest.

THE STATE OF TEXAS. §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on Oct. 3, 1985,
198 5, by Glen V. Dorflinger, owner of Unit No. 401, of
The Galvestonian.

(SEAL)

Judith M. Farrell
Notary Public, State of Texas
My commission expires: 10-20-85

Judith M. Farrell
Notary Public, In and For State of T E X A S

004-22-0395

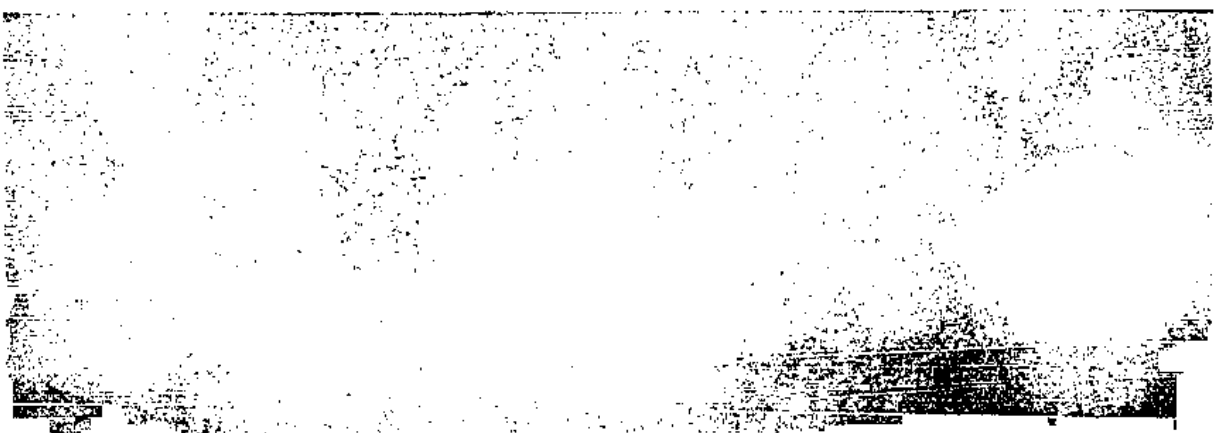
Stanley Weinstein

Owner, Unit No. 904
.001449 percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on 10/3,
1988, by Stanley Weinstein, owner of Unit No. 904, of
The Galvestonian.

Colony R. Polue
Notary Public, State of Texas
My commission expires: 9/3/89



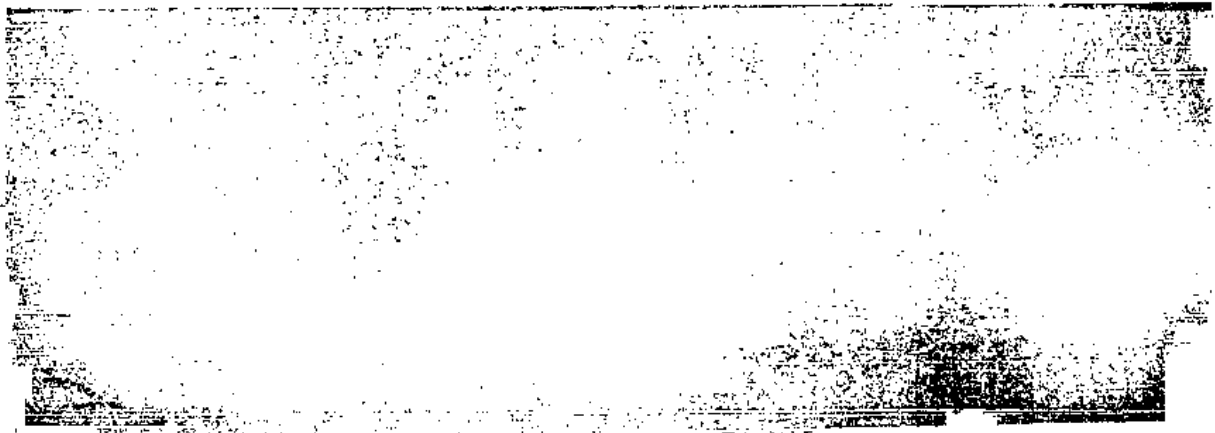
Doug O. Williams
Owner, Unit No. 1202
_____ percentage undivided interest.

THE STATE OF TEXAS. §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on Oct 2,
1985, by Doug O. Williams, owner of Unit No. 1202, of
The Galvestonian.

Bessie Siver
Notary Public, State of Texas
My commission expires: 6/23/89

BESSIE SIVER
Notary Public in and for the State of Texas
My Commission Expires _____

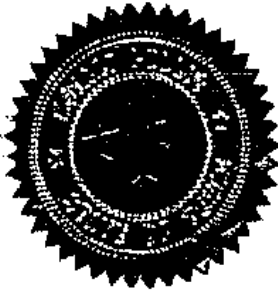


004-22-0397

R.M. Robinson
Owner, Unit No. 304
percentage undivided interest.

THE STATE OF TEXAS. §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on October 1,
1985, by R.M. Robinson, owner of Unit No. 304, of
The Galvestonian.



Renee Dupree
Notary Public, State of Texas
My commission expires: 6-26-89
Renee Dupree

004-22-0398

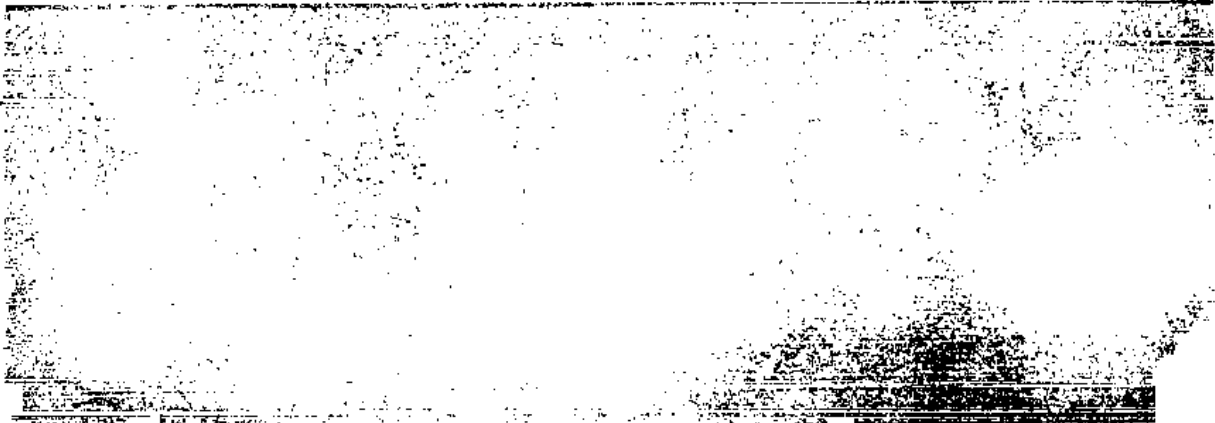
William Borrick
William Borrick
Owner, Unit No. 910 S.W.
_____ percentage undivided interest.

THE STATE OF TEXAS. §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on October 1,
1985, by William Borrick, owner of Unit No. 910 S.W., of
The Galvestonian.



Paul Boney
Notary Public, State of Texas
My commission expires: Feb 9 89

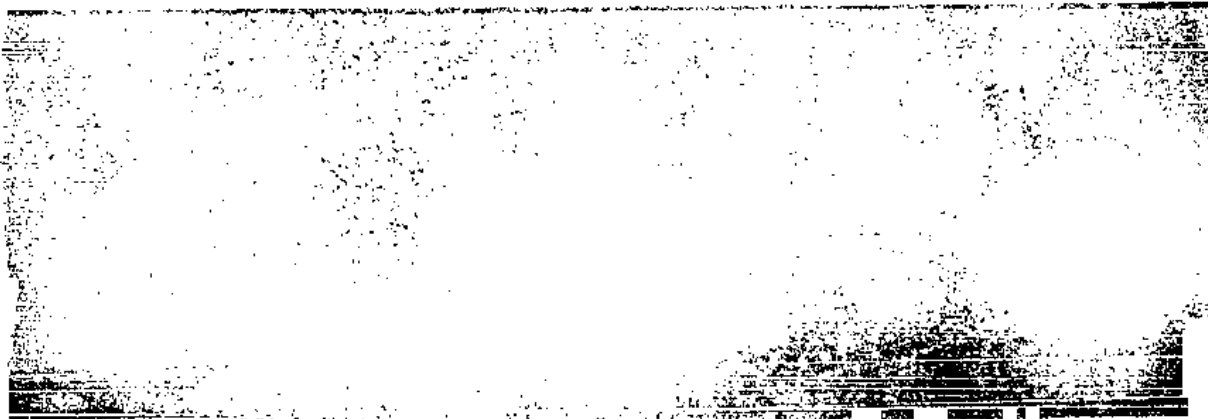


Al Carrell
Owner, Unit No. 1204
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
DALLAS

This instrument was acknowledged before me on September 27,
1985, by Al Carrell, owner of Unit No. 1204, of
The Galvestonian.

Beth Allen
BETH ALLEN
Notary Public, State of Texas
My commission expires: 4-12-86



004-22-0400

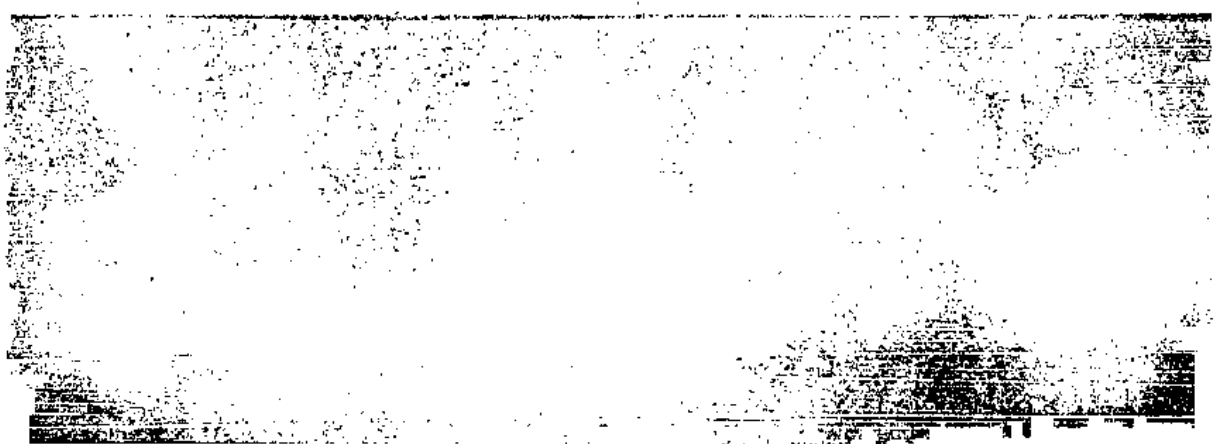
Matthew S. Ramsey
Owner, Unit No. 108
percentage undivided interest.



THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on 26th of Sept.
1986, by MATTHEW S. RAMSEY, owner of Unit No. 108, of
The Galvestonian.

Paul W. Womack
Notary Public, State of Texas
My commission expires: 5-14-89



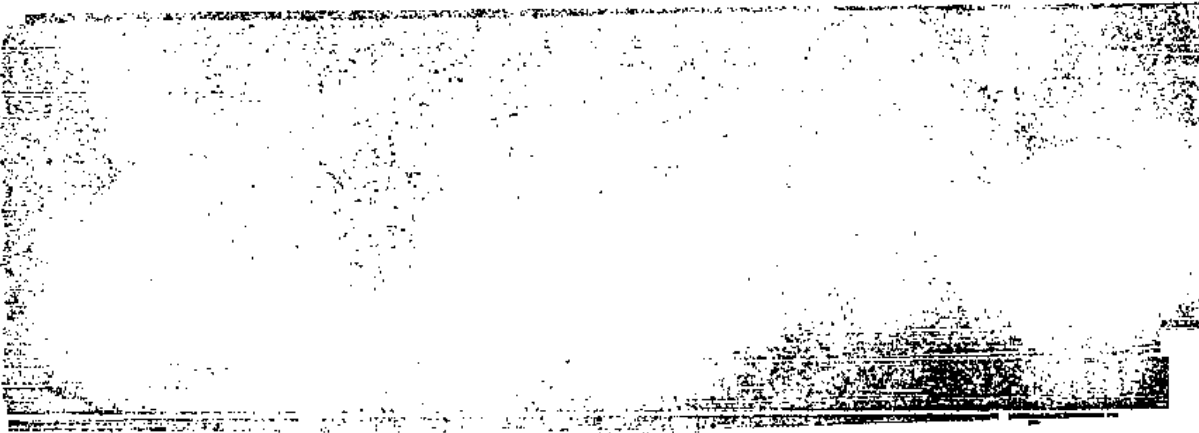
004-22-0401

THOMAS JAMES
Owner, Unit No. 210W -
percentage undivided interest.

THE STATE OF ~~TEXAS~~ ^{Maryland} §
COUNTY OF ~~GALVESTON~~ ^{Washington} §

This instrument was acknowledged before me on Sept 23,
1985, by Thomas James, owner of Unit No. 210W, of
The Galvestonian.

Lois Virginia Henry
Notary Public, State of ~~Texas~~ ^{Maryland}
My commission expires: 7/1/86



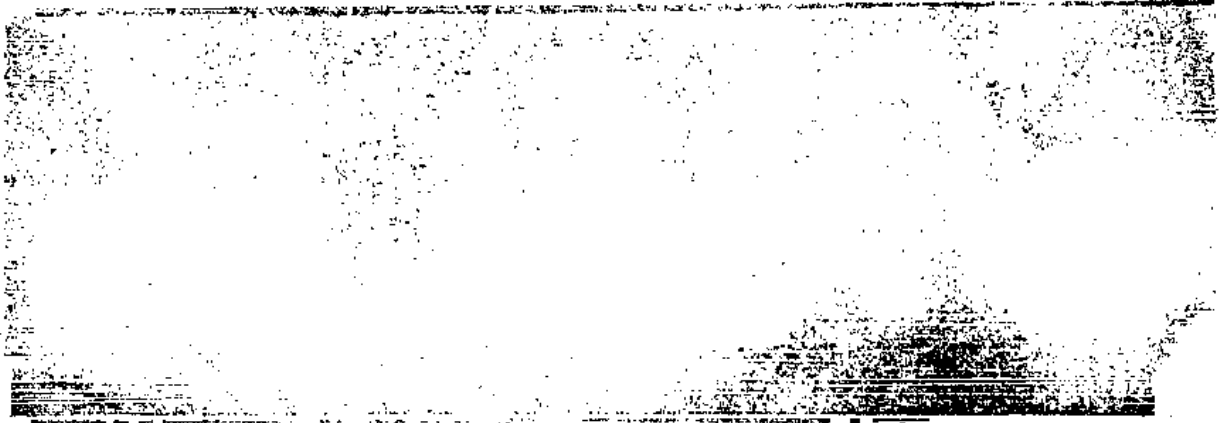
William F. Howell
Owner, Unit No. 307
_____ percentage undivided interest.

THE STATE OF TEXAS . §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on September 25,
198 5, by William F. Howell, owner of Unit No. 307, of
The Galvestonian.



Jacky Sede
Notary Public State of Texas
My commission expires: 10-14-89



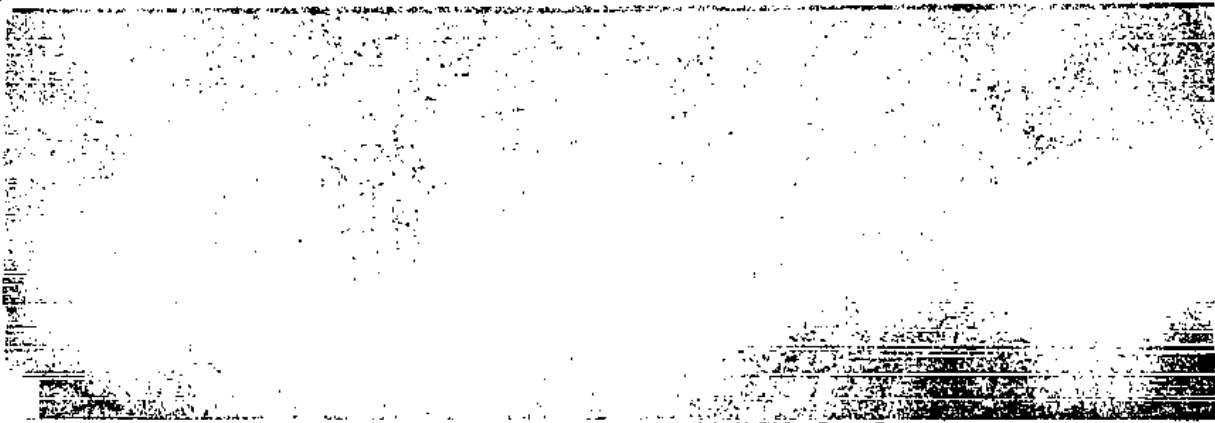
004-22-0403

John J. Dellavera
Owner, Unit No. 202
percentage undivided interest.

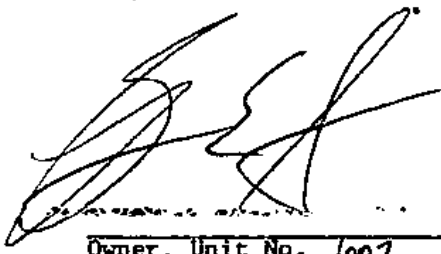
THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on September 20,
1985, by JOHN J. DELLAVERA, owner of Unit No. 202, of
The Galvestonian.

James H. Rancie
Notary Public, State of Texas
My commission expires: 2/24/88



004-22-0404

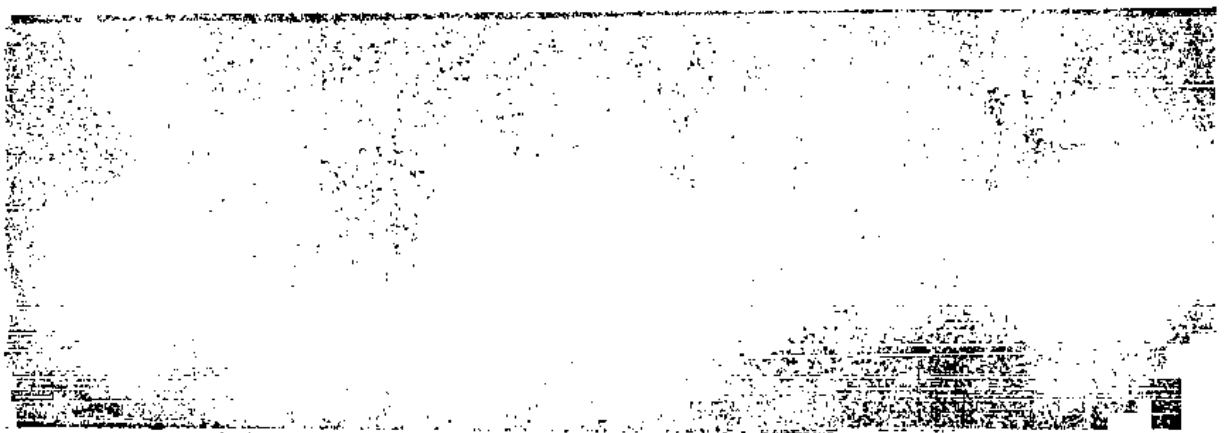


Owner, Unit No. 607
percentage undivided interest.

THE STATE OF TEXAS. §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on 9/19
1985, by Bruce E. Satter, owner of Unit No. 607, of
The Galvestonian.

Kenn M. Simich
Notary Public, State of Texas
My commission expires: 7/28/87



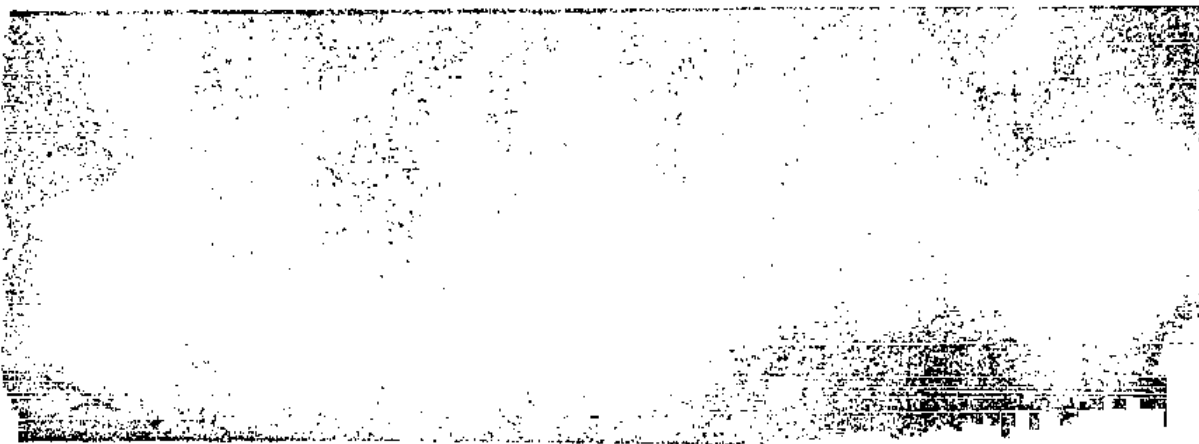
004-22-0405

Arin B. Britram
Owner, Unit No. 711
_____ percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on September 20,
1985, by Arin B. Britram, owner of Unit No. 711, of
The Galvestonian.

Suzanne Marie Ford
Notary Public, State of Texas
My commission expires: 3/3/89



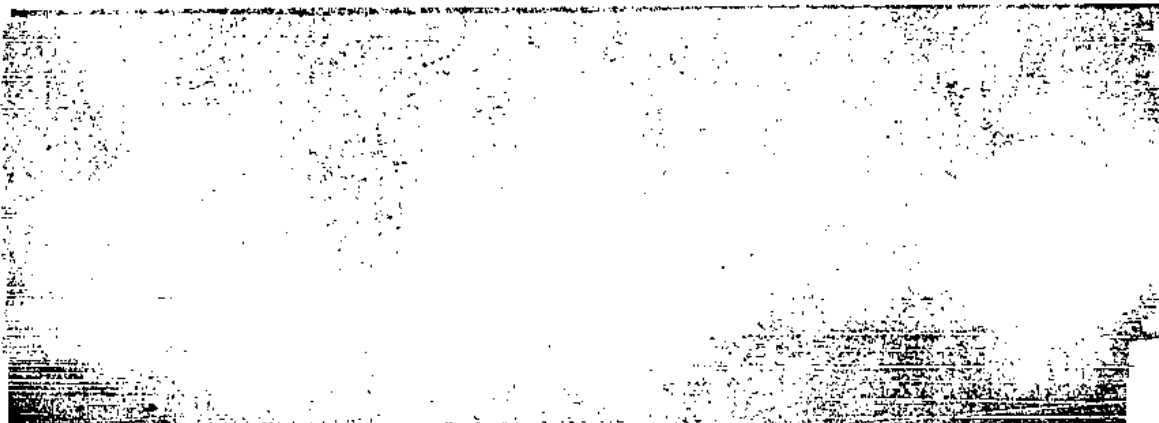
004-22-0406

Jack R. Hamilton
Owner, Unit No. 912
100% percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on 9/23
1985, by Jack R. Hamilton, owner of Unit No. 912, of
The Galvestonian.

Robert W. Hamilton
Notary Public, State of Texas
My commission expires: 2/8/89



004-22-0407

Richard E Wilkes, 412
Owner, Unit No. 412
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
HARRIS

This instrument was acknowledged before me on SEPTEMBER 24,
1985, by RICHARD E WILKES, owner of Unit No. 412, of
The Galvestonian.

Elizabeth H. Cohen
Notary Public, State of Texas
My commission expires: 2-28-89

004-22-0408

BLUE SKY ENTERPRISES
BY: Robert Waller PARTNER
Owner, Unit No. 409
.003804 percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §



This instrument was acknowledged before me on SEPTEMBER 23,
1988 P.M. by ROBERT W. WALLER, owner of Unit No. 409, of
the Galvestonian.

Linda A. Eichhorn
Notary Public, State of Texas
My commission expires: LINDA A. EICHHORN
Notary Public, State of Texas
My Commission Expires 2/27/89

004-22-0409

I agree with the proposed amendment.

Clinton G. Loese

Owner, Unit No. 411
- 30.56% percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on September 25,
1985, by Clinton G. Loese, owner of Unit No. 411, of
The Galvestonian.

Katherine M. Spencer
Notary Public, State of Texas
My commission expires: 10-26-88
Katherine M. Spencer

004-22-0410

Alan Tonnesen
Owner, Unit No. 714
percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on 27 SEPTEMBER,
1985, by ALAN TONNESEN, owner of Unit No. 714, of
The Galvestonian.

Anna J. Hampton
Notary Public, State of Texas
My commission expires: 09/30/86

ANNA J. HAMPTON
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES 09/30/86

004-22-0411

Alyson Jon Interiors
2444 BOLSOVER
HOUSTON, TEXAS 77005

Alyson Jon Interiors

Alyson Jon Interiors / Vice President

Owner, Unit No. 710
100 percentage undivided interest.

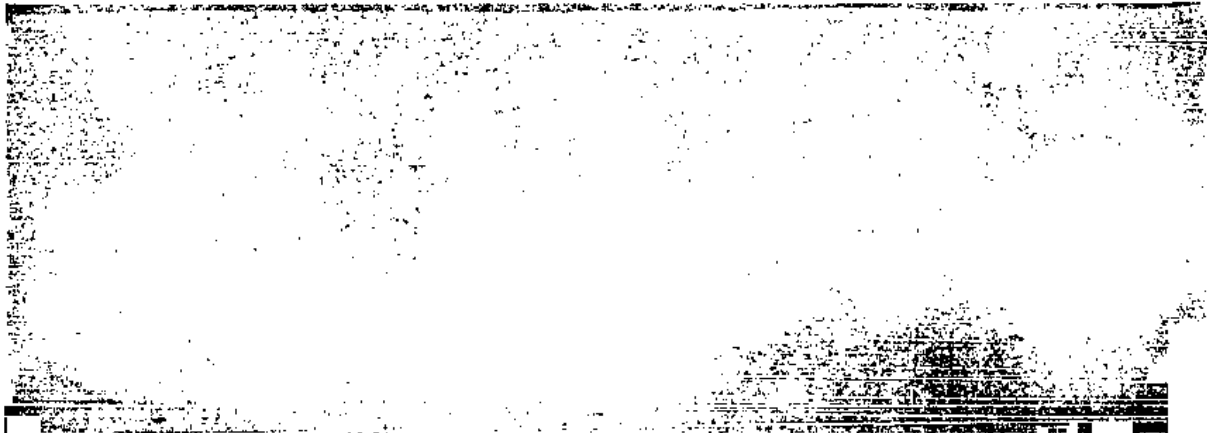
THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on October 1st
1985, by ALYSON GREEN, owner of Unit No. 710, of
The Galvestonian.

[Signature]

Notary Public, State of Texas
My commission expires: 6-11-89

PETER D. GREEN
Notary Public, State of Texas
My Commission Expires 6-11-89



004-22-0412

Mary Ann Lard
Owner, Unit No. 1003

percentage undivided interest.

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on October 9,
1985, by MARY ANN LARD, owner of Unit No. 1003, of
The Galvestonian.

[Signature]
Notary Public, State of Texas
My commission expires: 2-2-89

FILED FOR RECORD

Nov 8 10 26 AM '85

[Signature]
COUNTY CLERK, GALVESTON COUNTY, TEXAS

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

NOV 8 1985



[Signature]
COUNTY CLERK, Galveston County, Texas

Amendment to
The Galvestonian Declaration of Condominium

STATE OF TEXAS ()
 ()
COUNTY OF GALVESTON ()

KNOW ALL MEN BY THESE PRESENTS:

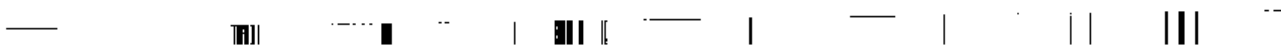
WHEREAS, the Galvestonian Condominium is a Condominium Regime established by the Galvestonian Declaration of Condominium (the "Declaration") dated June 23, 1983, recorded under File No. 8329884, Film Code 002-44-1689, et. seq., in the office of the County Clerk of Galveston County, Texas; and

WHEREAS, an amendment to the Galvestonian Declaration of Condominium in the form of Exhibit A attached hereto has been executed and acknowledged in counterparts by the Owners and Co-Owners of Galvestonian Condominium Residences having in excess of seventy-five percent (75%) of the total votes of all Residences at the Galvestonian Condominium whose names and residences are listed in Exhibit B attached hereto;

WHEREAS, to facilitate recordal of the amendment to Section 5.1 (a) of the Declaration contained in Exhibit A, such Owners and Co-Owners appointed Wally S. Hines, President of the Galvestonian Condominium Association, as their attorney-in-fact to sign on their behalf this amendment.

NOW, THEREFORE, the undersigned, acting individually and as attorney-in-fact of the Owners and Co-Owners listed in Exhibit B, hereby amends the Declaration by adding the following sentence to Section 5.1 (a) of the Declaration:

"Notwithstanding the foregoing, flood insurance on the Building and Common Elements may be maintained in an amount not less than 80 per cent of the insurable replacement cost of the Building and the Common Elements."



Dated this 18th day of September, 19 97.

Wally S. Hines
Wally S. Hines, President of the
Galvestonian Condominium Association

Acknowledgment

STATE OF Texas ()

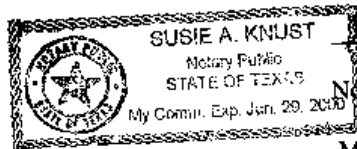
()

COUNTY Galveston ()

()

BEFORE ME, the undersigned authority, on this day personally appeared, **Wally S. Hines, individually and as President of the Galvestonian Condominium Association, a Texas non-profit corporation**, known to me to be the person whose name is subscribed above, and acknowledged that he executed the foregoing instrument for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office on this 18th day of September, 19 97.



Susie A. Knust
Notary Public, State of Texas
My commission expires: 6/29/2000



012-05-0169

Amendment to
The Galvestonian Declaration of Condominium

STATE OF TEXAS ()
 ()
COUNTY OF GALVESTON ()

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is an Owner or Co-Owner of the Residence identified below, in the Galvestonian Condominium, a Condominium Regime established by the Galvestonian Declaration of Condominium (the "Declaration") dated June 23, 1983, recorded under File No. 8329884, Film Code 002-44-1689, et. seq., in the office of the County Clerk of Galveston County, Texas; and

WHEREAS, the undersigned wishes to join with the requisite number of other Owners and Co-Owners of Residences at the Galvestonian Condominium necessary to amend Section 5.1 (a) of the Declaration in the manner set forth below;

NOW, THEREFORE, the undersigned agrees that the Declaration shall be amended by adding the following sentence to Section 5.1 (a) of the Declaration:

"Notwithstanding the foregoing, flood insurance on the Building and Common Elements may be maintained in an amount not less than 80 per cent of the insurable replacement cost of the Building and the Common Elements."

This amendment is being executed in counterparts by various other Owners and Co-Owners of Galvestonian Condominium Residences and shall become effective when, in accordance with Section 11.1 of the Declaration, Owners having seventy-five percent (75%) of the total votes of all Residences at the Galvestonian Condominium shall have signed and acknowledged this instrument or counterparts hereof.

To facilitate recordal of the foregoing amendment to Section 5.1 (a) of the Declaration, the undersigned appoints Wally S. Hines, President of the Galvestonian Condominium Association, as the attorney-in-fact of the undersigned to sign on behalf of the undersigned, a counterpart of this amendment.

If the Residence is jointly owned by more than one Owner, all Co-Owners must sign this instrument.



Dated this 18th day of September, 19 97.

OWNER OR CO-OWNER

Wally S Hines
(Signature)

WALLY S HINES
(Print Name)

1000 - 1001
Residence No.

(Signature)

(Print Name)

Acknowledgment

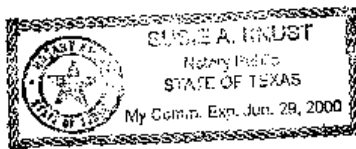
STATE OF Texas ()

()

COUNTY Galveston ()

BEFORE ME, the undersigned authority, on this day personally appeared Wally S. Hines, known to me to be the person whose name is subscribed above, and acknowledged that he or she executed the foregoing instrument for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office on this 18th day of September, 19 97.



Annie A. Knust

Notary Public, State of Texas

My commission expires: 6/29/2000

If the Residence is jointly owned by more than one Owner, all Co-Owners must sign this instrument.



Acknowledgment

STATE OF _____ ()

()

COUNTY _____ ()

BEFORE ME, the undersigned authority, on this day personally
appeared _____, known to me to be the person
whose name is subscribed above, and acknowledged that he or she executed the foregoing
instrument for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office on this ____ day of _____, 19____.

Notary Public, State of _____

My commission expires: _____

If the Residence is jointly owned by more than one Owner, all Co-Owners must sign this instrument.

_____ ||| ■ | ||| | | | | |||

Owners and Co-Owners who have signed counterparts of the Amendment to The Galvestonian Declaration of Condominium attached as Exhibit A:

<u>Residence</u>	<u>Owner and/or Co-Owner, if any:</u>
101	M. A. Searles and E. A. Searles
102	J. A. Elkins, Jr.
103	J. A. Elkins, Jr.
104	Elizabeth B. Stone
105	JoAnn Swinney
107	J. Ray Riley
108	Mary E. Safieh
109	Gwendolyn L. Huntington
111	Marty Evans and Rick Evans
200	Bernard Fuchs
201	Claudia Crager
202	Don Schneider
203	M. J. Griffin and Elizabeth A. Griffin
204	Frank Zumwalt
205	J. Mart Mitchell
206	Jan P. Nelson
208	Bette D. Randolph
209	Carolyn B. Martin
211	Margaret S. Williams
214	Sandra Stockhoff and Raymond H. Stockhoff
215	Ted Trout
300	Anna Marie Buett
301	Martha S. Peterson and David F. Peterson
302	Marie A. Hunter and Donald G. Hunter
303	Anthony Gunawan and Nina Gunawan
304	Richard M. Robinson
305	Richard M. Robinson
306	Rita F. Taubenfeld
307	William F. Howell
308	Ted M. Hamilton and Ann C. Hamilton
309	Don Schneider
310	Delores Smith
311	Beryl Berry
312	Elaine Akin
314	J. W. Smelley
400	Patricia M. Higgins
401	Patricia M. Higgins
402	Harry Zuber and Erla Zuber
403	Raymond D. Brochstein
404	C. Richard Everett

405 Barbara A. Murdock and Robert J. Murdock
408 Kenneth E. Randolph
410 Kim T. Smith
411 Betty R. Gosse
412 James R. Hunt
414 Terry Looper and Doris Looper
415 W. Bernard Pieper and Adele Pieper
500 Daniel P. Whitty and Iris W. Whitty
502 Arthur J. Roach, Jr. and Mary Ann Roach
503 Mary M. Farnsworth
505 Janet B. Adams
506 J. Mart Mitchell
508 Franklin Olson and John L. Olson
509 Gladys K. Haywood
510 A. Dworak
511 Rose Sandler
512 William G. Neumann, Jr. and Diane Neumann
514 Hank Vanderkam
515 R. D. Hunsucker
600 James L. Daily, Jr.
601 Jerry Rubenstein and Linda Rubenstein
602 Sadie T. Clay
603 Frank F. Spata
604 Moulton Goodrum, Jr. and Martha Goodrum
605 Neil Zimmerman and Sherry Zimmerman
606 John S. Boles and Mrs. John S. Boles
607 Ione Moran and Sindey Moran
608 Floye Culibrk
609 Kathleen March
611 Larry Morris and Tami Morris
612 A. I. Schepps and Manet Schepps
614 B. P. Huddleston and Flora M. Huddleston
615 B. P. Huddleston and Flora M. Huddleston
701 William W. Trout, Jr. and Wanda Faye Trout
702 Deborah Ostrow
703 Ruby J. Getz
704 Nicholas Edd
705 T. P. Hull, Jr. and Mrs. T. P. Hull, Jr.
706 T. P. Hull, Jr. and Mrs. T. P. Hull, Jr.
708 Ron Marable and Jerene Marable
710 Julia Y. White
711 A. W. McCall
712 Webster R. Stone and Eileen Stone
714 E. Jay Rosenstein
715 Vicki B. Friedman and Gary K. Friedman

800	R. W. Brown
802	M. Attar and Christine Attar
803	Nicholas Edd
804	James Henderson
807	Clarence Wayne Culver and Deborah Culver
811	Stephen R. Kent and Barbara R. Kent
814	Didier Piot
815	Jean Gianaris
900	Michele Marvins
901	Riki Kobayashi and Lee P. Kobayashi
902	Arthur R. Gralla, Jr.
903	Lawrence Kagan and Mrs. Lawrence Kagan
904	Stanley C. Weinstein and Barbara Weinstein
905	Stanley C. Weinstein and Barbara Weinstein
906	Shirley W. Estes and Maxine E. Estes
907	Frank DiMaria
908	Craig Leber and Carol Jean Mulrain
909	William K. Nemzin and Lou Beth Nemzin
910	Gregg Nagle
911	Acree Carlisle
912	Eugene E. Kernan, Jr.
914	Nancy Girgis and Adel Girgis
1000	Wally S. Hines
1001	Wally S. Hines
1002	Michael Grynsztejn
1003	Mary Ann Laro
1004	Mark D. Janssen and Elizabeth A. Janssen
1005	Frances Gloria Whelan and J. Douglas Whelan
1006	Robert L. Zinn
1007	Murray Marcus
1008	Hermogenes P. Canlas and Lourdes M. Canlas
1009	Beverley S. Braley
1010	Beverley S. Braley
1011	George Marules and Kay Marules
1014	Arthur L. Schechter
1015	Arthur L. Schechter
1100	Frances C. Mueller
1101	Michael J. Cronan and Merilyn J. Cronan
1102	Annon M. Card and Frances H. Card
1103	S. K. Rho
1104	Herman Proler
1105	Herman Proler
1106	Marie Coppola
1107	Sara Brassell
1111	Eileen Stanley and John Russell Stanley

1112	Cesar W. Vasquez and Celia B. Vasquez
1114	Georgene A. Gilruth
1200	Glen V. Dorfinger
1201	Francis Austin
1203	T. Jaskowski
1204	Jean Carrell and Al Carrell
1205	W. O. Turney and Patricia M. Turney
1207	Edna A. Rice
1208	Daniel A. Penaloza and Rose M. Penaloza
1209	Sally Hawkins
1210	Marilyn J. Bein and Marvin Bein
1211	Sam M. Mezayek
1214	Kathleen Lynch
1215	Kathleen Lynch

012-05-0175

Patricia L. Campion
 Galvestonian Condominium
 1401 E. BEACH DR.
 Gal, TX. 77550

PAID

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Patricia Ritchie
 9-19-97 11:52 AM 9735882
 GALV. CL. \$25.00
 Patricia Ritchie, County Clerk
 GALVESTON COUNTY, TEXAS

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





EXHIBIT A

Amendment to
The Galvestonian Declaration of Condominium

STATE OF TEXAS ()
 () **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GALVESTON ()

WHEREAS, the Galvestonian Condominium is a Condominium Regime established by the Galvestonian Declaration of Condominium (the "Declaration") dated June 23, 1983, recorded under File No. 8329884, Film Code 002-44-1689, et. seq., in the office of the County Clerk of Galveston County, Texas; and

WHEREAS, the "Declaration" was amended by Amendment dated September 18, 1997 recorded under Nos. 012-05-0167 through 012-05-0171 in the office of the County Clerk of Galveston County, Texas; and

WHEREAS, the undersigned wishes to join with the requisite number of other Owners and Co-Owners of the Residences at the Galvestonian condominium necessary to amend Section 3.5 of the Declaration in the manner set forth below;

NOW, THEREFORE, the undersigned agrees that the Declaration shall be amended by adding the following sentence to Section 3.5 of the Declaration:

(Adding new paragraph "h") "Notwithstanding the foregoing, in the event any Director shall die, resign, or be removed prior to the expiration of that Director's term, the remaining members of the Board of Directors may, by majority vote, elect a substitute Director to serve until the next Annual Meeting, when that position shall be filled by vote as provided for in Article 3.5 e in Declaration."

This amendment is being execute in counterparts by various other Owners and co-Owners of the Galvestonian condominium residences and shall become effective when, in accordance with section 11.1 of the declaration, Owners having seventy-five percent (75%) of the total votes of all Residences at the Galvestonian condominium shall have signed and acknowledged this instrument or counterparts hereof.

To facilitate recordal of the amendment to Section 3.5 (a) of the Declaration, the undersigned appoints Edna A. Rice, President of the Galvestonian Condominium Association, as the attorney-in-fact of the undersigned to sign on behalf of the undersigned, a counterpart of this amendment.

If the Residence is jointly owned by more than one Owner, all co-Owners must sign this instrument.

Dated this 11th day of May, 2007.

OWNER OR CO-OWNER Galvestonian Condominium Residence No. 1207

Edna A Rice
(Signature)

EDNA A RICE
(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

Acknowledgment

STATE OF TEXAS ()

()

COUNTY GALVESTON ()

BEFORE ME, the undersigned authority, on this day personally appeared EDNA A RICE, known to me to be the person whose name is subscribed above, and acknowledged that he or she executed the foregoing instrument for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office on this 11th day of May, 2007.



Dora L Avilez

Notary Public, State of Texas

My commission expires: July 06, 2009

If the Residence is jointly owned by more than one Owner, all co-Owners must sign this instrument.

Acknowledgment

STATE OF TEXAS ()
()
COUNTY GALVESTON ()

BEFORE ME, the undersigned authority, on this day personally appeared EDNA A. TRICE, known to me to be the person whose name is subscribed above, and acknowledged that he or she executed the foregoing instrument for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office on this 11th day of May, 2007.

Dora L. Avilez

Notary Public, State of Texas



My commission expires July 06, 2009

If the Residence is jointly owned by more than one Owner, all Co-Owners must sign this instrument.

EXHIBIT B

Owners and Co-Owners who have voted positive and are counterparts of the Amendment to the Galvestonian Declaration of Condominium attached as Exhibit A:

Unit 100 Perry	Unit 102 Elkins	Unit 103 Elkins
Unit 104 Powell	Unit 105 Swinney	Unit 109 Huntington
Unit 110 Kidwell	Unit 111 Carp	Unit 112 Schneider
Unit 114 Gralla	Unit 201 Zimmerman	Unit 202 Trieschman
Unit 205 Harshbarger	Unit 206 Harshbarger	Unit 207 Somers
Unit 208 Simpson	Unit 211 Jones	Unit 212 Cole
Unit 214 Hackney	Unit 215 Pickens	Unit 301 Peterson
Unit 302 Salamonovitz	Unit 304 Robinson	Unit 305 Robinson
Unit 306 Edwards	Unit 307 Howell	Unit 308 Hamilton
Unit 309 Schneider	Unit 310 Voss	Unit 314 Emmons
Unit 315 Sharpe/Hardage	Unit 400 Caroom	Unit 401 Caroom
Unit 402 Zuber	Unit 403 Brochstein	Unit 404 Everett
Unit 405 Jacks	Unit 407 Gower	Unit 408 Randolph
Unit 409 Koepke	Unit 410 Sprung	Unit 411 Gosse
Unit 412 Dietrich	Unit 414 Looper	Unit 415 Pieper
Unit 500 McCall	Unit 501 Hanley	Unit 502 Roach
Unit 504 Bratic	Unit 505 Adams	Unit 507 Foster
Unit 509 Haywood	Unit 510 Dworak	Unit 511 Neumann
Unit 512 Neumann	Unit 514 Wolgamott	Unit 515 Hausucker
Unit 600 Daily	Unit 601 Rubenstein	Unit 602 Clay
Unit 605 Williamson	Unit 606 Morrison	Unit 607 Moran
Unit 608 Weiss	Unit 611 Brown	Unit 614 Huddleston
Unit 615 Huddleston	Unit 700 Segner	Unit 701 Trout
Unit 702 Massell	Unit 704 Edd	Unit 705 Croan
Unit 706 Croan	Unit 710 Hoylman	Unit 711 Burns
Unit 712 Sturrup	Unit 714 McCoy	Unit 715 McHugh
Unit 801 McWhorter	Unit 802 Attar	Unit 803 Edd
Unit 805 Corcoran	Unit 806 Corcoran	Unit 807 Dotson
Unit 808 Hurwitz	Unit 809 Talmage	Unit 810 Sellin
Unit 811 Ezo	Unit 814 Lorente	Unit 815 Stockhoff
Unit 900 Marvias	Unit 901 Kobayashi	Unit 902 Gralla
Unit 903 Kagan	Unit 904 Reade	Unit 905 Reade
Unit 906 Edwards	Unit 910 Nagle	Unit 911 Thomas
Unit 912 Guardiola/Hanks	Unit 914 Steelhammer	Unit 915 Mafrige
Unit 1000 Hines	Unit 1001 Hines	Unit 1002 Odle
Unit 1003 Edwards	Unit 1004 Janssen	Unit 1005 Simon
Unit 1006 Zinn	Unit 1007 Pierce	Unit 1009 Braley
Unit 1010 Braley	Unit 1011 Smith	Unit 1012 Haji

Unit 1014 Leigh	Unit 1015 Girgis	Unit 1100 Mueller
Unit 1101 Cronan	Unit 1102 Gittess	Unit 1103 Rho
Unit 1104 Lindner	Unit 1105 Lindner	Unit 1107 Perrin
Unit 1108 Paget	Unit 1111 Averett	Unit 1112 Vasquez
Unit 1114 Gilruth	Unit 1115 Khalil	Unit 1200 Kennedy
Unit 1201 Brown	Unit 1203 Laskowski	Unit 1204 Carrell
Unit 1205 Davis	Unit 1206 Parsons	Unit 1207 Rice
Unit 1208 Penaloza	Unit 1209 Hawkins	Unit 1210 Bein
Unit 1211 Marymont	Unit 1212 Eisheid	

To the best of my knowledge these are the positive votes by the homeowners listed.
140 positive votes constitute a majority to approve the Amendment.

General Manager/Operations
May 9, 2007
Terry Arterburn



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2007032629

May 18, 2007 02:57:42 PM

FEE \$32.00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

MANAGEMENT CERTIFICATE
for
GALVESTONIAN CONDOMINIUM ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

The undersigned, being the President of Galvestonian Condominium Association, a non-profit corporation ("Association") organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 82.116 of the Texas Property Code, which supersedes any prior Management Certificate filed by the Association:

1. Name of Condominium: The name of the condominium is The Galvestonian.
2. Name of Association: The name of the Association is Galvestonian Condominium Association.
3. Location of Condominium: The location of the condominium is 1401 E. Beach Street, Galveston, Galveston County, Texas.
4. Recording Data for the Declaration:*
 - a. Documents:
 - (1) The Galvestonian Declaration of Condominium.
 - (2) First Amendment to the Declaration of Condominium The Galvestonian.
 - (3) Amendment to The Galvestonian Declaration of Condominium.
 - (4) Amendment to The Galvestonian Declaration of Condominium.
 - b. Recording Information:
 - (1) Galveston County Clerk's File No. 8329884.
 - (2) Galveston County Clerk's File No. 8545549.
 - (3) Galveston County Clerk's File No. 9735882.
 - (4) Galveston County Clerk's File No. 2007032629.
5. Mailing Address of the Association or the Person or Entity Managing the Association: The mailing address of Galvestonian Condominium Association is 1401 E. Beach Street, Galveston, Texas 77550-3323.

Executed on this 5th day of February, 2013.

GALVESTONIAN CONDOMINIUM ASSOCIATION

By Edward R. Anderson III
Edward R. Anderson III, President

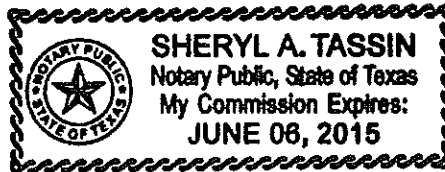
*This Management Certificate does not purport to identify every publicly recorded document affecting the Subdivision, or to report every piece of information pertinent to the Subdivision. Rather, the purpose of this Management Certificate is to provide information sufficient for a title company or others to correctly identify the Subdivision and to contact the Association. No person should rely on this Management Certificate for anything other than instructions for indentifying and contacting the Association.

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this 5th day of February, 2013 personally appeared Edward R. Anderson III, President of Galvestonian Condominium Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Sheryl A. Tassin
Notary Public in and for the State of Texas

Return to:
Butler | Hailey
8901 Gaylord Drive, Suite 100
Houston, Texas 77024



233414

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan

2013 Feb 05 03:35 PM Fee: \$ 20.00

2013007470

DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY TEXAS

NOTICE OF DEDICATORY INSTRUMENTS
for
GALVESTONIAN CONDOMINIUM ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

The undersigned, being the President of Galvestonian Condominium Association ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:
 - a. The Galvestonian Condominium, a condominium regime located in Galveston County, Texas according to "The Galvestonian Declaration of Condominium" recorded in the Official Public Records of Real Property of Galveston County, Texas under County Clerk's File No. 8329884.

2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:
 - a. Documents:
 - (1) The Galvestonian Declaration of Condominium.
 - (2) First Amendment to the Declaration of Condominium The Galvestonian.
 - (3) Amendment to The Galvestonian Declaration of Condominium.
 - (4) Amendment to The Galvestonian Declaration of Condominium.

 - b. Recording Information:
 - (1) Galveston County Clerk's File No. 8329884.
 - (2) Galveston County Clerk's File No. 8545549.
 - (3) Galveston County Clerk's File No. 9735882.
 - (4) Galveston County Clerk's File No. 2007032629.

3. Dedicatory Instruments: In addition to the Dedicatory Instruments identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association:
 - a. Articles of Incorporation of Galvestonian Condominium Association.
 - b. By-Laws of The Galvestonian Condominium Association.

True and correct copies of such Dedicatory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Galveston County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

Executed on this 9th day of April, 2013.

GALVESTONIAN CONDOMINIUM ASSOCIATION

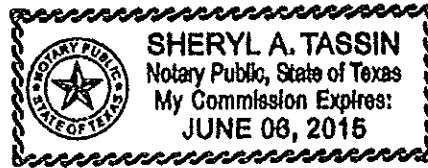
By: Edward R. Anderson III
Edward R. Anderson III, President

THE STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this 9th day of April, 2013 personally appeared Edward R. Anderson III, President of Galvestonian Condominium Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Sheryl A. Tassin
Notary Public in and for the State of Texas

Return to:
Butler | Halley
8901 Gaylord Drive, Suite 100
Houston, Texas 77024
234648



SUBJECT TO AMENDMENT OR MODIFICATION BY SELLER PRIOR TO THE CLOSING

ARTICLES OF INCORPORATION
OF

GALVESTONIAN CONDOMINIUM ASSOCIATION

FILED
in the Office of the
Secretary of State of Texas

APR 07 1983

Clerk E
Corporations Section

We, the undersigned natural persons of the age of eighteen (18) years or more, at least two of whom are citizens of the State of Texas, acting herein as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following as Articles of Incorporation for such corporation:

ARTICLE I

NAME

The name of the corporation is Galvestonian Condominium Association, hereinafter sometimes called the "corporation" or the "Association".

ARTICLE II

NON-PROFIT

The Corporation is a non-profit corporation.

ARTICLE III

DURATION

The period of its duration is perpetual.

ARTICLE IV

PURPOSES AND POWERS

~~Subject to Part IV of the Texas Miscellaneous Corporation~~
Laws Act, the purposes for which the corporation is organized are:

- (a) to operate, manage, maintain and administer the affairs of the Galvestonian Condominium, a condominium project established pursuant to Article 1301a of the Texas Revised Civil Statutes, all as provided for in the Condominium Declaration,

and to promote the health, safety and welfare of the members within the project and for this purpose to:

- (1) exercise all of the powers and privileges and to perform all of the duties and obligations of the association as set forth in the Texas Condominium Act (1301a, Revised Civil Statutes of Texas) and in that certain Condominium Declaration (see "Declaration") applicable to the property and recorded or to be recorded in the official records of real property of Galveston County, Texas, and as the same may be amended from time to time as provided therein, the terms of said declaration being incorporated herein by reference as if set forth at length;
- (b) Levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) Borrow money, and with the consent of at least fifty-one percent (51%) in interest of the members of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (d) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (e) Have and exercise any and all powers, rights, and ~~privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law may now or hereafter have or exercise.~~

ARTICLE V

MEMBERSHIP

Each owner shall be a member of the Corporation and no other person or entity shall be entitled to membership. No owner shall be

required to pay any consideration whatsoever solely for his membership in the Corporation. The share of an owner in the funds and assets of the Corporation cannot be assigned, pledged or transferred in any manner except as an appurtenant to his unit in the condominium project. Each owner shall be entitled to a vote, the value of which shall equal the of the percentage assigned to the units owned by such owners as set forth in the Declaration. The word "member" shall be synonymous with the word "owner" as defined in the Declaration. No owner, other than the declarants under the Declaration shall be entitled to vote at any meeting until he has presented evidence of ownership of the unit in the condominium project to the corporation. The vote of each owner may only be cast by such owner or by a proxy given by such owner to his or her spouse or to another owner or to his duly authorized representative. If the title to a unit shall be in the name of two or more persons as owners, any one of such owners may vote as the owner of the unit at any meeting of the corporation and such vote shall be binding on such other owners who are not present at such meeting until written notice to the contrary has been received or notice has been received as per the declarations in regard to the power to vote of that owner.

An owner in default of any provisions of the Declaration shall not be entitled to vote at any meeting of the corporation so long as such default is in existence.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by the Board of Directors.

The number of directors of the Corporation shall be fixed by the By-Laws of the Corporation and shall not be less than four (4).

The number of Directors constituting the initial Board of Directors of the Corporation is four (4), and the names and addresses of the persons who are to serve as the initial Board of Directors are:

James C. Shindler
One West Loop South
Suite 810
Houston, Texas
Betty Shindler
Suite 810
One West Loop South
Houston, Texas

Edmond A. Henderson
621 University
Galveston, Texas
Mary Catherine Henderson
621 University
Galveston, Texas

ARTICLE VII

REGISTERED AGENT

The street address of the initial registered office of the Corporation is One West Loop South, Suite 810, Houston, Texas. The name of the registered agent at such address is James C. Shindler.

ARTICLE VIII

AMENDMENTS

Amendment to these Articles shall require the consent of votes representing seventy-five percent (75%) of the total residents.

ARTICLE IX

INCORPORATORS

The following persons, whose addresses are shown opposite their names, all of whom are citizens of the State of Texas of the

age of eighteen (18) years or more, are the incorporators of this Corporation:

Leo A. Kissner

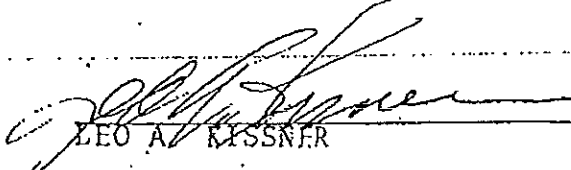
3401 Allen Parkway
Suite 108
Houston, Texas 77019

James C. Shindler

One West Loop South
Suite 810
Houston, Texas
3410 West Dallas, #210
Houston, TX 77019

Daniel C. Pappas

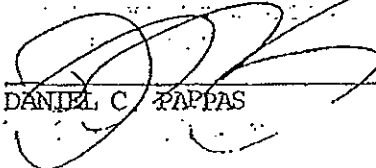
IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Corporation, have executed these Articles of Incorporation this 23 day of March, 1983.



LEO A. KISSNER



JAMES C. SHINDLER



DANIEL C. PAPPAS

THE STATE OF TEXAS |
 |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Leo A. Kissner and James C. Shindler, known to me to be the persons whose names are subscribed to the foregoing instrument, who each being by me duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

GIVEN under my hand and seal of office this 23 day of March, 1983.

Alice A. Parrott

Notary Public in and For
Harris County, T E X A S

Alice A. Parrott
My commission expires: 1/29/85

THE STATE OF TEXAS X
 X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Daniel C. Pappas, known to me to be the person whose name is subscribed to the foregoing instrument, who, after being by me duly sworn, declared that he is the person who signed the foregoing document as an incorporator, and that the statements therein contained are true.

GIVEN UNDER MY HAND AND SEAL of office this 5 day of April, 1983.

Alice A. Parrott

Notary Public in and for
the State of Texas

Alice A. Parrott
My commission expires: 1/29/85

BY-LAWS

OF

THE GALVESTONIAN CONDOMINIUM ASSOCIATION

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SUBJECT TO AMENDMENT OR MODIFICATION BY SELLER PRIOR TO THE CLOSING

BYLAWS

OF

THE GALVESTONIAN CONDOMINIUM ASSOCIATION

The Galvestonian Condominium Association (the "Association") is a Texas non-profit corporation referred to in the Declaration of Condominium of The Galvestonian, a condominium regime in Galveston County, Texas, created pursuant to the provisions of the Texas Condominium Act. This Corporation shall have all the powers of the "Association" as authorized by the Texas Condominium Act. The terms used in these bylaws shall have the same meanings as set forth in the Declaration, unless otherwise specifically provided. In the event of any conflict between the terms and provisions of these bylaws and the Declaration or the Texas Condominium Act, or both, the Declaration shall control over these bylaws and the Texas Condominium Act shall control over both the Declaration and these bylaws.

ARTICLE I

Voting By Owners

1.01. Each Owner of a Residence in the Condominium shall be entitled to one vote for each Residence owned by such Owner. Each Owner of a Residence, whether such ownership interest is whole or fractional, shall be a member ("Member") of the Association.

1.02. No Member, other than the Declarant, shall be entitled to vote at any meeting of the Association until such Member has presented evidence of ownership of a Residence in the Condominium to the Secretary of the Association. In the event that ownership interests in a Residence are owned by more than one Member of the Association, the Members who own fractional interests in such Residence aggregating more than fifty percent (50%) of the whole ownership thereof shall appoint one Member who shall be entitled to vote the vote of that Residence at any meeting of the Association. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual notice to the Board of Directors or upon the death or judicially declared incompetence of any one of the Members. The Board of Directors shall be entitled to rely upon any such designation until written notice revoking such designation is received by the Board of Directors. In the event that a Residence is owned by more than one Member and no single Member is

designated to vote on behalf of the Members having an ownership interest in such Residence, then none of such Members shall be allowed to vote. All Members of the Association may be present at any meeting of the Association and may act at such meetings either in person or by proxy.

ARTICLE II

Meetings

2.01. Annual Meetings. The first meeting of the Members of the Association shall be held when called by the initial Board of Directors upon ten (10) days, written notice to the Members. Such written notice may be given at any time but must be given no later than thirty (30) days after at least eighty-five percent (85%) of all of the Residences have been sold by the Declarant, a deed therefor recorded and the purchase price paid. Thereafter, an annual meeting of the Members of the Association shall be held in the Building or at such other place as may be designated by the Board of Directors at 8:00 o'clock p.m. on the third Tuesday in March of each calendar year (or the first business day thereafter if such day is a governmental or religious holiday). At the discretion of the Board of Directors, the annual meeting of the Association may be held at such other reasonable time (not more than sixty (60) days prior to or subsequent to the aforesaid date) as may be designated by written notice of the Board of Directors delivered to the Members not less than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting.

2.02. Notice. Any notice permitted or required to be given to a Member may be delivered personally, by mail or by placing such notice in the mail distribution facilities of each Member if such facilities are present in the Building. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after deposit in the U.S. Mail, postage prepaid, addressed to a Member at his Residence or to such other address as the Member may have given in writing to the Secretary of the Association for the purpose of service of notices. Any address for purposes of notice may be changed from time to time by notice in writing to the Secretary. For the purpose of determining the Members entitled to notice of a meeting and to vote at any meeting, the membership of the Association shall be determined at the close of business on the twenty-fifth (25th) day preceding such meeting.

2.03. Special Meetings. Special meetings of the Members may be called by the President or any Vice-President of the Association at any time or may be called upon petition to the President by Members having ten percent (10%) of the votes in the Association, or by a majority of the Board of Directors. Written or printed notice stating the place, day and hour of such special meeting and the purpose

or purposes for which the special meeting is called shall be delivered to each Member not less than three (3) nor more than twenty-one (21) days before the date of such meeting.

2.04. Quorum. The presence in person or by proxy of the Members representing an aggregate of more than fifty percent (50%) of the total vote of all Residences shall constitute a quorum for holding any meeting of the Association. If, however, such quorum shall not be present or represented at any meeting of the Association, the Members present in person or represented by proxy shall have the power to adjourn and reconvene the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such reconvened meeting, at which a quorum shall be present or represented by proxy, any business may be transacted as was set out in the notification of the original meeting.

2.05. Proxies. At any meeting of the Association votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association at or before the appointed time of each meeting of the Association.

2.06. Majority Vote. When a quorum is present at any meeting of the Association, the vote by the Members present in person or by proxy at such meeting of a majority (an aggregate of more than fifty percent (50%) of the total vote of all Residences) shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the Texas Condominium Act, the Declaration or these By-Laws, a different vote is required, in which case such express provision shall govern and control a vote on such question.

2.07. Cumulative Voting Prohibited. At meetings of the Association, cumulative voting shall be prohibited.

ARTICLE III

Board of Directors

3.01. Number, Qualification and Election. The initial Board of Directors designated in the Articles of Incorporation shall consist of two (2) directors, none of whom need be members of the corporation or residents of the State of Texas. If a vacancy occurs in the initial Board of Directors prior to the first meeting of the members, such vacancy shall be filled by a person designated and appointed by Declarant irrespective of whether such designated replacement Director is a member of the corporation or a resident of the State of Texas. At the first annual meeting the Members shall elect seven (7) directors as set out below:

- (a) At the first meeting of the Members of the Association, seven (7) directors comprising the Board of Directors shall be appointed by the Declarant (herein referred to as "the First Board").
- (b) At the first annual meeting of the Members of the Association, three (3) directors shall be elected by the Members; two (2) of which shall serve for terms of two (2) years each, and one (1) shall serve for a term of three (3) years (herein referred to as "the Second Board").
- (c) At the second annual meeting of the Members of the Association, four (4) directors shall be elected by the Members; two (2) of which shall serve for terms of two (2) years each, and two (2) of which shall serve for terms of three (3) years each. The four (4) directors so elected shall replace those initially appointed by the Declarant.
- (d) At the third annual meeting of the Members of the Association, two (2) directors shall be elected by the Members to serve for terms of two (2) years each.
- (e) At the fourth annual meeting of the Members of the Association, and at each annual meeting of the Members of the Association thereafter, three (3) directors shall be elected by the Members of the Association, two (2) of which shall serve for terms of two (2) years each, and one (1) of which shall serve for a term of three (3) years.

Members shall cast one vote for each vacancy on the Board of Directors to be filled. All votes shall be cast by written ballot and the candidate receiving the highest number of votes for each position to be elected shall be deemed elected. Cumulative voting shall be prohibited for the election of Directors.

~~The Directors (other than those appointed by the Declarant)~~ shall serve for their respective designated terms, commencing at the time of their election until their death, resignation, removal or until they are no longer members of the Association, whichever occurs first. ~~Those Directors appointed by the Declarant shall serve from their appointment until their death, resignation, removal, appointment of a successor Director by the Declarant, or until such time as their~~

position as Director is filled by means of election by the members of the Association as provided for in this Article 3.01.

3.02. Nomination. For those Directors to be elected by the Association nomination for election to the Board of Directors shall be made by a nominating committee which shall consist of a chairman, who shall be a Director, and two or more Members, who shall have been appointed by the Board of Directors prior to each annual meeting of the Members (except the initial nominating committee, which shall be determined by the initial Board of Directors to serve from the close of such annual meeting until the close of the next annual meeting) and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it determines, in its discretion to be appropriate, but not less than the number of vacancies that are to be filled. Nominations may also be made from the floor at the annual meeting.

3.03. Election. Election to the Board of Directors shall be by secret written ballot. The Members may cast, in person or by proxy, in respect to each vacancy on the Board of Directors such votes as they are entitled to exercise under the provisions of the Declaration. Persons receiving the largest number of votes shall be elected.

3.04. Removal and Vacancies. Any member of the Board of Directors ~~appointed by the Declarant may be removed from membership~~ on the Board of Directors, for cause only, by the affirmative vote of two-thirds (2/3) of the votes represented at a special meeting of the Members of the Association called to consider such action, or at an annual meeting. A replacement for such Director so removed shall be appointed by the Declarant. Any Director other than those Directors appointed by the Declarant may be removed from membership on the Board of Directors with or without cause, by the affirmative vote of two-thirds (2/3) of the votes represented at a special meeting of the Members of the Association called to consider such action, or at an annual meeting.

3.05. Compensation and Expenses. No Director shall receive any compensation from the Association for acting as such but shall be reimbursed for reasonable expenses incurred while serving in such capacity.

3.06. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

3.07. Regular Meetings. The annual meeting of the Board of Directors shall be held each year immediately following the annual meeting of the Association, at the place of such annual meeting, for

for the election of officers and consideration of any other business that may be properly brought before such annual meeting. 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. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least two (2) days prior to the date designated for such meeting.

3.08. Special Meetings. Special meetings of the Directors may be called by the President of the Association and must be called by the Secretary at the written request of two (2) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.09. Notice. Any notice permitted or required to be given to a Director may be delivered personally or by certified or registered mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after deposit in the U.S. Mail, postage prepaid, addressed to the Director at the address given in writing by such Director to the Secretary of the Association for the purpose of service of notices. Any address for purposes of notice may be changed from time to time by notice in writing to the Secretary.

3.10. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver, if in writing and signed by such Director, shall be deemed equivalent to the giving of notice.

3.11. Quorum. A quorum at a meeting of the Board of Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number is required by the Declaration or by these By-Laws.

3.12. Consent to Action. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

3.13. Powers and Duties. All of the powers and duties of the Association existing under the Texas Condominium Act, the Declaration and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by the Members when such approval is specifically required. Such powers and duties shall include, but shall not be limited to, the following, subject, however, to the provisions of the Texas Condominium Act, the Declaration and these By-Laws:

- (1) To make and collect assessments against the Members for the purposes outlined in the Declaration;
- (2) To use the proceeds of assessments in the exercise of its powers and duties;
- (3) To maintain and operate the Condominium and to repair or replace any property or facilities pertaining thereto;
- (4) To purchase insurance upon the Condominium for the protection of the Members as required by, and pursuant to, the Declaration;
- (5) To reconstruct improvements after casualty and further improve the Condominium;
- (6) To amend the original Rules and Regulations adopted by the Declarant and attached hereto as Exhibit A, and incorporated herein by this reference, and to make such other regulations as it deems necessary respecting the use of the Condominium;
- (7) To approve or disapprove of the transfer, mortgage and ownership of Residences in the manner provided by the Declaration;
- (8) To arrange for and purchase water, sewer, garbage, electrical, chilled water, gas and other necessary utility services for the Common Elements and (to the extent not separately metered and charged) for the Residences;
- (9) To contract for management of the Condominium and to delegate to the Managing Agent all powers and duties of the Board of Directors except such as are specifically required by the Texas Condominium Act, the Declaration and these By-Laws to have approval of the Members; provided, however, that the Board of Directors may not delegate to a Managing Agent the power to approve a proposed lessee of a Residence from an Owner pursuant to the provisions of the Declaration;
- (10) To employ personnel to perform the services required for proper operation of the Condominium; and

- (11) To cause to be kept a complete record of all of the acts and affairs of the Board of Directors and to present a statement thereof to the Members at the annual meeting of the Association or at any special meeting when such statement is requested in writing by twenty-five percent (25%) or more of the votes of the Members requesting such special meeting.

ARTICLE IV

Officers

4.01. Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors from among the members of the Board of Directors and who may be pre-emptorily removed with or without cause by vote of the Board of Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary. The Board of Directors may, from time to time, elect such other officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association.

4.02. President. The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of President of an organized association including, but not limited to, the power to appoint committees from among the Owners from time to time that, in the exercise of the President's discretion, are determined to be appropriate to assist in the conduct of the affairs of the Association.

4.03. Vice-President. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President and shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

4.04. Secretary. The Secretary shall keep the minutes of all proceedings of the Board of Directors and Association, attend to the giving and serving of all notices to the Members and Directors and other notices required by law, keep the records of the Association, except those of the Treasurer, and perform all other duties incident to the office of Secretary of an organized association and as may be required by the Board of Directors or the President of the Association.

4.05. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness, shall keep the books of the Association in accordance with generally accepted accounting procedures, and shall perform all other duties incident to the office of the Treasurer.

4.06. Compensation. The compensation of all officers and employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the Condominium.

ARTICLE V

Delegation of Board of Directors Duties

5.01. Notwithstanding anything contained herein to the contrary, the Board of Directors may delegate any of its duties, powers, or functions to a Managing Agent, provided that any such delegation shall be revocable upon no more than thirty (30) days' written notice by the Board of Directors. The members of the Board of Directors shall not be liable for any omission or improper exercise by the Managing Agent of any such duty, power or function so delegated by written instrument executed by a majority of the Board of Directors.

ARTICLE VI

Records

6.01. The Board of Directors or the Managing Agent shall keep or cause to be kept a set of books containing a detailed account of the receipts and expenditures affecting the Condominium and its administration, the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Condominium. Such books and records shall be available for examination by all the Owners and Mortgagees (or their designees) at convenient hours established by the Board of Directors or the Managing Agent on working days. All books and records shall be kept in accordance with generally accepted accounting procedures.

ARTICLE VII

Amendment

7.01. These bylaws may be amended from time to time by the affirmative vote of an aggregate number of Members having sixty percent (60%) of the votes of all Residences, weighed in accordance with their percentage ownership interest.

ARTICLE VIII

Severability

8.01. In the event that any provision of these By-Laws, or application thereof to any person or circumstance, shall for any reason and to any extent be unenforceable or invalid, the validity and enforceability of the remaining provisions of these By-Laws and the application of such provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

ARTICLE IX

Indemnity

9.01. The Association shall indemnify the Board of Directors and each Director and Officer against expenses and liabilities, including the cost and expense of defending against any such alleged liability, reasonably incurred by such person or persons by reason of his being or having been an Officer or Director of the Association, except in cases where such Director or Officer is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance, fraud, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office.

9.02. The rights of indemnification provided in this Article IX shall be severable and shall not affect any other rights to which any Director or Officer may now or hereafter be entitled. Such rights shall continue as to a person who has ceased to be such Director or Officer and shall inure to the benefit of the heirs, executors and administrators of such a person. The Board of Directors may procure and maintain insurance policies to fund any liability of the Association arising under such rights of indemnification. Nothing contained herein shall affect any rights to indemnification to which personnel of the Association, other than Directors and Officers, may be entitled by contract or otherwise under law.

9.03. Expenses in connection with the preparation and presentation of a defense to any claim, action, suit or proceeding of the character described in Article 9.01, above, may be advanced by the Association prior to final disposition thereof, upon receipt of an undertaking by or on behalf of the Director or Officer, secured by a surety bond or other suitable insurance issued by a company authorized to conduct such business in the State of Texas, to repay such amount if it is ultimately determined that such Director or Officer is not entitled to indemnification under this Article IX.

ARTICLE X

Contracts, Loans, Checks, Deposits and Transactions

10.01. Contracts. Subject to the limitations set forth in the Declaration, the Board of Directors may authorize in general or specific terms any Officer or Officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association.

10.02. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such Officer or Officers, or agent or agents of the Association and in such manner as shall, from time to time, be determined by Resolution of the Board of Directors.

10.05. Deposits. All funds of the Association not otherwise employed shall be deposited, from time to time, to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

10.04. Transactions with Members, Directors and Officers.

A. Subject to the restrictions set forth in Article 10.04B. below, the Association may enter into contracts or transact business with one or more of its Directors, Officers, or a Member or with any firm of which one or more of its Directors, Officers, or a Member members or employees, or in which they are otherwise interested, or with any corporation or association in which any of its Directors, Officers, or a Member is a stockholder, director or officer, member, employee or otherwise interested. No such contract or other transaction shall be void or voidable or otherwise affected by reason of such directorship, office, membership in, employment by, stock ownership in or other interest in the corporation or association or any such membership in, employment by or interest in such other firm, notwithstanding that the Director, Officer, or a Member of the Association having any such position, status or interest with such other firm, corporation or association was present at the meeting necessary to authorize, approve, ratify or otherwise obligate the Association upon such contract or transaction, if Articles 10.04B(1) and (2), below, are satisfied.

B. Article 10:04A, above, shall apply only if:

- (1) The material facts of the relationship or interest of each such Director, Officer, or Member are known or disclosed:

(a) to the Board of Directors and it nevertheless authorizes, approves, or ratifies the contract or transaction by a majority of the Directors present at the meeting at which a quorum of Directors is present (or unanimously without a meeting), each such interested Director not to be counted (in the case of a meeting of the Board of Directors) in determining whether a quorum is present and not to be counted in calculating the majority necessary to carry the vote; or

(b) to the Association at an annual meeting or a meeting specially called for the purpose and it nevertheless authorizes, approves or ratifies the contract or transaction by unanimous written consent or by a majority vote (as provided in Article 2.06, above) of those Members in attendance (in person or by proxy) at a meeting of the Association at which a quorum is present, each such interested Member not to be counted for both quorum and voting purposes; and

(2) The contract or transaction is fair, just and beneficial to the Association at the time it is authorized, approved or ratified by the Board of Directors or the Association, provided, however, that such contract or transaction shall be presumed to be fair, just and beneficial to the Association at such time of authorization, approval or ratification merely upon the basis of satisfaction of Article 10.04B(1), above.

C. This Article 10.04 shall not be construed to make any Director, Officer or Member liable to account to the Association by reason of such directorship, office, or ownership for any profits realized by, from, or through any such transaction or contract with the Association.

~~D. Nothing contained in this Article 10.04 shall create liability in the above described events or prevent the authorization, ratification or approval of such transactions or contracts in any other manner permitted by law. This Article 10.04 shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common or statutory law applicable thereto or which would otherwise be valid in the absence of this provision.~~

IN WITNESS WHEREOF, these BY-Laws are hereby adopted by Galveston East Condo, Inc., a Texas corporation, this 23rd day of December, 1983.

GALVESTON EAST CONDO, INC.

By: [Signature]

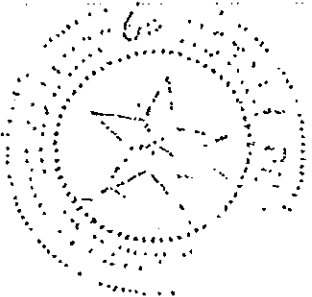
ATTEST:

[Signature]

THE STATE OF TEXAS X
 X
COUNT OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared James C. Shindler, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated, and that he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of December, 1983.



Edith W. Owen
Notary Public, State of Texas
EDITH W. OWEN
My commission expires: January 31, 1984

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan

2013 Apr 09 03:46 PM Fee: \$ 108.00

2013021170

DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY TEXAS

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
GALVESTONIAN CONDOMINIUM ASSOCIATION

THE STATE OF TEXAS §
 §
 COUNTY OF GALVESTON §

The undersigned, being the President of Galvestonian Condominium Association ("the Association"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements the "Notice of Dedicatory Instruments for Galvestonian Condominium Association" filed of record in the Official Public Records of Real Property of Galveston County, Texas under County Clerk's File No. 2013021170 ("Notice"), which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association:

Resolution Adopted by Unanimous Written Consent of the Board of Directors of Galvestonian Condominium Association regarding Rules and Regulations Relating to Abandoned Vehicles.

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Galveston County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Notice is a true and correct copy of the original.

Executed on this 31 day of December, 2014.

GALVESTONIAN CONDOMINIUM ASSOCIATION

By: David L. Harshbarger

Printed: DAVID L. HARSHBARGER

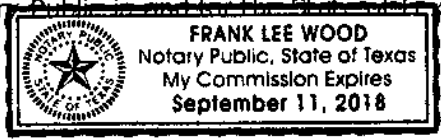
Its: President

THE STATE OF TEXAS §
 §
COUNTY OF Galveston §

BEFORE ME, the undersigned notary public, on this 31 day of December, 2014 personally appeared David L. Harshbarger, President of Galvestonian Condominium Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Frank L. Wood

Notary Public in and for the State of Texas



After recording, return to:

Nick Caridas

1001 W. Loop South, #100

Houston, TX 77027

**RESOLUTION ADOPTED BY UNANIMOUS
WRITTEN CONSENT OF THE BOARD OF DIRECTORS
of
GALVESTONIAN CONDOMINIUM ASSOCIATION
regarding
RULES AND REGULATIONS RELATING TO ABANDONED VEHICLES**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

We the undersigned, being all of the members of the Board of Directors of the Galvestonian Condominium Association, a Texas non-profit corporation (the "Association"), do by this writing approve the following resolution:

WHEREAS, the Board wishes to adopt the following Rules and Regulations in accordance with Section 1.1(w) of The Galvestonian Declaration of Condominium, Section 11.3 of The Galvestonian Declaration of Condominium, and Article 3.13(6) of the By-Laws of The Galvestonian Condominium Association; and

WHEREAS, the Board deems the following rules and regulations to be necessary respecting the use of the Condominium.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of the Galvestonian Condominium Association adopts Rules and Regulations of the Galvestonian Condominium Association in the form attached hereto as Exhibit A.

FURTHER RESOLVED, that such Rules and Regulations shall become effective upon the Association's compliance with the filing requirements of Chapter 202 of the Texas Property Code.

This consent is executed pursuant to Section 6.201 of the Texas Business Organizations Code, which authorizes the taking of action by the Board of Directors by unanimous consent without a meeting. This consent may be executed in multiple counterparts, which, when placed together shall constitute the fully executed original instrument.

EXECUTED on the dates set forth below to be effective on the latest date.

**BOARD OF DIRECTORS
GALVESTONIAN CONDOMINIUM
ASSOCIATION**

DATE: Dec 2, 2014

By: David L. Harsnbarger

Printed Name: DAVID L. HARSNBARGER

DATE: December 2, 2014By: Yuska T. Abouhalkah
Printed Name: Yuska T AbouhalkahDATE: 12/1/2014By: Gail Prather
Printed Name: Gail PratherDATE: 12/2/2014By: Brenda Rubenstein
Printed Name: BRENDA RUBENSTEINDATE: 2 Dec 14By: Roberto Van de Wijnard
Printed Name: ROBERTO VAN DE WYNGARDDATE: 12/1/14By: Nick C. Caminos
Printed Name: NICK C. CAMINOSDATE: 12/1/14By: Becky Faulconer
Printed Name: BECKY FAULCONER

EXHIBIT A**RULES AND REGULATIONS OF THE GALVESTONIAN CONDOMINIUM ASSOCIATION
RELATING TO ABANDONED VEHICLES**

1. An "Abandoned Vehicle" is defined as a motor vehicle that:
 - a. is deemed by the Board of Directors to be inoperable, or
 - b. has any flat tires, or
 - c. fails to display a current license plate, or
 - d. fails to display either
 - 1) a current combination registration and inspection sticker, or
 - 2) a current separate registration sticker and a current separate inspection sticker.
2. A "Vehicle Owner" is defined as any owner or operator of an Abandoned Vehicle.
3. An Abandoned Vehicle may be towed or otherwise removed from the Garage or from any of the other Common Elements (as those terms are defined in The Galvestonian Declaration of Condominium) by the Association, at the expense of the Vehicle Owner, after the expiration of ten (10) days written notice to the Vehicle Owner. The Association expressly disclaims any liability for damage to any Abandoned Vehicle for which the Association exercises these remedies.
4. In addition to the methods of notice provided in Section 3.11 of The Galvestonian Declaration of Condominium, and Article 2.02 of the By-Laws of the Galvestonian Condominium Association, written notice may be given by the Association to the Vehicle Owner by any of the following methods:
 - a. placing such written notice on or in the Abandoned Vehicle; or
 - b. electronic mail (by PDF format [Portable Document Format]) to the last known electronic mail address of the Vehicle Owner as reflected in the records of the Association.
5. If notice is given in accordance with Rule 4.a. above, notice shall be deemed to be delivered on the date such notice is placed on or in the Abandoned Vehicle. If notice is given in accordance with Rule 4.b. above, notice shall be deemed to be delivered at the time of receipt of the electronic mail by the Vehicle Owner.

FILED AND RECORDEDInstrument Number: *2015000286*

Recording Fee: 42.75

Number Of Pages: 6

Filing and Recording Date: 01/02/2015 4:28PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in black ink that reads "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

SECOND SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
GALVESTONIAN CONDOMINIUM ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

The undersigned, being the President of Galvestonian Condominium Association ("the Association"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements the following:

1. "Notice of Dedicatory Instruments for Galvestonian Condominium Association" filed of record in the Official Public Records of Real Property of Galveston County, Texas under County Clerk's File No. **2013021170**, and
2. "Supplemental Notice of Dedicatory Instruments for Galvestonian Condominium Association" filed of record in the Official Public Records of Real Property of Galveston County, Texas under County Clerk's File No. **2015000286**,

(hereinafter collectively referred to as the "Notice"), which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association:

Resolution Adopted by Unanimous Written Consent of the Board of Directors of Galvestonian Condominium Association regarding Rules for Residence Repairs and Improvements.

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This Second Supplemental Notice is being recorded in the Official Public Records of Real Property of Galveston County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Second Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Notice is a true and correct copy of the original.

Executed on this 14 day of February, 2015.

GALVESTONIAN CONDOMINIUM ASSOCIATION

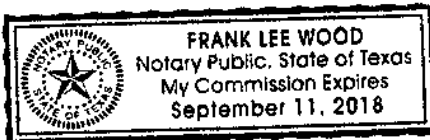
By: David L. Harshbarger
Printed: DAVID L. HARSHBARGER
Its: President

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned notary public, on this 16 day of February, 2015, personally appeared David L. Harshbarger, President of the Galvestonian Condominium Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Frank Lee Wood

Notary Public in and for the State of Texas



**RESOLUTION ADOPTED BY UNANIMOUS
WRITTEN CONSENT OF THE BOARD OF DIRECTORS
of
GALVESTONIAN CONDOMINIUM ASSOCIATION
regarding
RULES FOR RESIDENCE REPAIRS AND IMPROVEMENTS**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

We the undersigned, being all of the members of the Board of Directors of Galvestonian Condominium Association, a Texas non-profit corporation (the "Association"), do by this writing approve the following resolution:

WHEREAS, Article II, Section 2.1(c) of "The Galvestonian Declaration of Condominium" recorded in the Official Public Records of Real Property of Galveston County, Texas under County Clerk's File No. 8329884 ("Declaration") provides in pertinent part:

... Use of Residences owned by Owners other than a natural person or persons ("Corporate Owners") for residential purposes, other than as the residence of an officer, directors, shareholder, partner, trustee, beneficiary or other designated agent, or employee of such Corporate Owner shall be subject to **such Rules and Regulations as the Board of Directors may, from time to time, promulgate**; provided, however, that in no event shall any Residence be used for transient or overnight guest quarters or lodgings. (emphasis added)

WHEREAS, Article II, Section 2.5 of the Declaration provides:

Section 2.5 Additional Provisions. The Condominium Association, in accordance with the provisions of the By-Laws or the Rules and Regulations, may provide such **additional rules and regulations** for use of the Common Elements, the Limited Common Elements, the Parking Spaces, and the Residences as are necessary or desirable in their judgment of the Condominium Association for the operation of the condominium; provided, that such Rules and Regulations and By-Laws are not in conflict with the provisions of this Declaration. Such By-Laws and Rules and Regulations shall be applicable to the Common Elements and the Residences as if set forth herein. (emphasis added)

WHEREAS, Article XI, Section 11.3 of the Declaration provides:

Section 11.3 Amendment of Rules and Regulations. The Rules and Regulations as originally promulgated by the Declarant may be amended from time to time by the Board of Directors as set forth in the By-Laws. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same

manner as, the provisions of this Declaration, but in the event of a conflict, this Declaration shall control. Each Owner, by accepting conveyance of a Residence, agrees to comply with and abide by the Rules and Regulations as such Rules and Regulations may, from time to time, be amended.

WHEREAS, Article III, Section 3.13(6) of the By-Laws of the Association provides:

- (6) To amend the original Rules and Regulations adopted by the Declarant and attached hereto as Exhibit A, and incorporated herein by this reference, and to make such other regulations as it deems necessary respecting the use of the Condominium;

WHEREAS, Section 82.102(a)(7) of the Texas Uniform Condominium Act (the "TUCA") provides the Board of Directors of a condominium unit owner's association (unless otherwise provided in its declaration) has the power to "adopt and amend rules relating to the use, occupancy, leasing, or sale, maintenance, repair, modification, and appearances of the units and common elements to the extent the regulated actions affect common elements or other units".

NOW, THEREFORE, BE IT RESOLVED that the "Rules for Residence Repairs and Improvements", attached hereto, are hereby adopted to be effective as of the date of recordation in the Official Public Records of Real Property of Galveston County, Texas.

This consent is executed pursuant to Section 6.201 of the Texas Business Organizations Code, which authorizes the taking of action by the Board of Directors by unanimous consent without a meeting. This consent may be executed in multiple counterparts, which, when placed together shall constitute the fully executed original instrument.

EXECUTED on the dates set forth below to be effective on the latest date.

**BOARD OF DIRECTORS
GALVESTONIAN CONDOMINIUM
ASSOCIATION**

DATE: Jan 10, 2015

By: David L. Harshbarger

Printed: DAVID L. HARSHBARGER

DATE: 1/10/2015

By: Brenda Rubenstein

Printed: BRENDA RUBENSTEIN

DATE: 1/10/2015

By: Just T. Archer

DATE: 1/10/15

Printed: Yusuf T. Aboonqrah

By: Nick C. Caridas

Printed: NICK C. CARIDAS

DATE: 1/10/15

By: Gail Prather

Printed: Gail Prather

DATE: 10 Jan 14

By: Roberto Van de Wyngaard

Printed: ROBERTO VAN DE WYNGARD

DATE: _____

By: Becky Faulconer

Printed: BECKY FAULCONER

GALVESTONIAN CONDOMINIUM ASSOCIATION
RULES FOR RESIDENCE REPAIRS AND IMPROVEMENTS

Updated January 8, 2015

Objective

The intent of these rules for Residence repairs and improvements is to ensure the following: that repairs and improvements are completed in a safe and secure manner; that no adverse impact occurs to the Condominium during or after such work; that there is a review process before work has begun to ensure conformance with these rules; and that any inconvenience is minimized to all Owners and their guests. In addition, these rules are intended to be consistent with the ones utilized by the Condominium Association when it contracts for repairs and improvements to the Common Elements.

General

- The term "Renovating Owner or Renovating Owners" means each Owner of one or more condominium units in the Condominium, who individually or collectively is planning improvements (including but not limited to renovations, upgrades, additions and/or betterments to the owned elements of their condominium unit) and/or repairs (such as fixing storm shutters).
- The term "Contractor" includes the contractor/general contractor/independent contractor, its employees, all subcontractors and their respective employees, and all material suppliers that the Renovating Owner will utilize for the work described in the Plan.
- The capitalized terms used in these rules have the same meaning as the defined terms in Section 1.1 of the Declaration, unless otherwise defined or specified.

Rules

1. Renovating Owners are responsible for being in compliance with the most current versions of all applicable laws, codes, ordinances, and regulations of all federal, state, and local authorities. Furthermore, Renovating Owners are subject to all applicable provisions of the Association Declaration, By-Laws, Rules and Regulations, all as currently in effect and as may hereafter become effective (collectively, "Association Documents").
2. Contractors and Renovating Owners are required to abide by the following rules for Residence repairs and improvements.
3. THE RENOVATING OWNER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE GALVESTONIAN CONDOMINIUM ASSOCIATION, ITS DIRECTORS, AND OFFICERS, EMPLOYEES AND AGENTS, HARMLESS FROM ANY AND ALL LIABILITIES, INJURY, OBLIGATIONS, CLAIMS,

DEMANDS, SUITS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, OF ANY NATURE WHATSOEVER, WHICH MAY EVER ACCRUE OR ARISE, IN WHOLE OR IN PART, OUT OF OR AS A RESULT OF THE RENOVATING OWNER'S CONSTRUCTION, REMODELING, OR REPAIR PROJECT UNDER THIS AGREEMENT, WHETHER SUCH CLAIMS, DAMAGE, OR INJURIES OCCUR WITHIN THE RENOVATING OWNER'S RESIDENCE, COMMON ELEMENTS, OR AT ANY OTHER LOCATION WITHIN THE BUILDING OR OTHER PROPERTY OF THE GALVESTONIAN. THE RENOVATING OWNER UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT THE INDEMNITY INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE ASSOCIATION.

4. For the purposes of this document, a "Plan" is defined as a detailed description of the project work required for the Residence repairs and/or improvements, and may include drawings, project schedules, specifications, and any other information necessary to describe such project work. For the convenience of Renovating Owners, the Condominium Association has prepared a Renovation Worksheet Form that provides a standardized format for such scope of work. Such Renovation Worksheet Form shall be signed by the Renovating Owner and approved by the Board of Directors before commencement of any work.
5. All Plans must be approved by the Board of Directors before commencement of any work.
6. No Plan is required if the work is completed by Condominium maintenance personnel.
7. A pre-approval meeting with the Renovating Owner, Contractor and General Manager (defined as "Managing Agent" in the Declaration) is recommended to discuss what information the Plan will need to submit for approval, including but not limited to the following:
 - a) A completed Renovation Worksheet Form.
 - b) Material safety data sheets for all materials used in the project, including but not limited to carpet adhesive, adhesive, glue, chemicals, varnishes, solvents, paints, stains, and lacquers. For the convenience of Renovating Owners, the Condominium Association can provide assistance in ensuring such sheets are properly completed.
 - c) All necessary insurance requirements (see attached Insurance Addendum).
 - d) A completed Galvestonian Contractor Information Form (provided by the Condominium Association).
 - e) A description of any floor areas that will be covered with carpet or other flooring material.
 - f) Any additional information or construction requirements requested by the General Manager.
8. After approval of the Plan, a post approval meeting with the Renovating Owner, Contractor and General Manager may be required before any work can commence.

9. Any revision to an approved Plan requires re-submittal for review and approval. If the Renovating Owner or Contractor wishes to make a change order to an approved Plan, they must first discuss such change order with the General Manager before beginning the revised work; if the General Manager determines that the change order is not a significant change, then work can continue with the revision. If the General Manager deems the change order to be a significant one, then work must stop until approval of the Board of Directors is obtained for a revised Plan.
10. For unusual major repairs or improvements, if the Board of Directors determines that an outside consultant is needed to review such Plan before the commencement of any work described in the Plan, or if any onsite review is required by an outside consultant when the work described in the Plan is being performed, any consultant fees will be borne by the Renovating Owner.
11. Work that is required to be performed by licensed and/or certified professionals (such as all electrical, plumbing, and HVAC work) will only be performed by such professionals holding current licenses and certifications. A copy of each license must be provided with the required insurance prior to the start of work.
12. Dryers used in the '00 and '15 Residence units are required to be vented using the appropriate dryer vent stacks. Since there are no other appropriate dryer vent stacks in the other Residences, all other dryers in Residences are recommended to be ventless; otherwise a dryer must use a water trap. Washing machines must have separate hot and cold water supply shut off valves.
13. Water fixture cut-offs will be required for all new plumbing work so that such plumbing may be cut off and repaired without affecting other Residences.
14. Any water shut-off must be planned at least one week in advance. A water shut off fee, as set by the Board from time-to-time must be paid by the Renovating Owner for each shutoff.
15. Copper pipes with brass fittings must be used for all plumbing projects and repairs. Di-electric unions are required when using di-similar metals (for example, a tub spout might require a galvanized fitting to copper pipe, which will need a di-electric union to prevent electrolysis).
16. A sound barrier approved by the Board of Directors will be required under all hard surface floors, including but not limited to tile, stone, wood, and concrete.

Problem Solving

- The Contractor should discuss any issue or problem with the General Manager.

- The General Manager has the authority in his sole discretion to immediately stop a Contractor's work if there is a safety/security issue or damage caused at the Condominium. A fine may be levied by the Board of Directors for failure to comply with these rules.

Notices and Fines

- All fines will be billed to the Renovating Owner and his Residence.
- In the sole discretion of the Board of Directors, Renovating Owners may be found responsible and liable for any and all bodily injury, personal injury, and property damage caused at the Condominium by their Contractor.
- Any and all costs incurred by the Condominium Association to restore the Condominium back to its pre-work condition prior to the damage caused by a Renovating Owner's Contractor will be billed to the Renovating Owner and his Residence.
- Renovating Owners are responsible for fines due to false fire alarms or to smoke detectors that are not uncovered at the end of each work day. Any damage caused to the smoke detector(s) will be charged to the Renovating Owner and his Residence.
- Non-compliance with these rules may result in the barring of the Contractor from future work at the Condominium.

INSURANCE ADDENDUM

- All Contractors shall purchase and maintain in force the following insurance in form from carriers acceptable to the Board of Directors and with not less than the minimum limits set forth below, unless the scope of work is for minor repairs or minor improvements, then the minimum limits may be lower, provided such limits are approved in writing by the General Manager:
 1. Commercial General Liability: \$1,000,000 minimum limits with double aggregate.
 - \$1,000,000 each occurrence
 - \$2,000,000 products and completed operations aggregate
 - \$2,000,000 general aggregate
 - \$1,000,000 personal and advertising injury
 - \$100,000 fire damage Limit
 - \$5,000 medical payments to others
 2. Automobile liability: \$1,000,000 each occurrence (combined single limit bodily injury and property damage Liability).
 3. Worker's compensation: In kind and amount as prescribed by statute. Employer's liability limit should be \$1,000,000 Each Accident, \$1,000,000 Disease - Each Employee, \$1,000,000 Disease - Policy Limit. If Contractor does not have workmen's compensation insurance, the Board retains the option to reject the Contractor or may require a completed and signed Texas Department of Insurance DWC 83 Waiver Form Affirming the independent relationship from both the Renovating Owner as well as from the Condominium Association.
 4. Umbrella Liability providing higher liability limits for the above insurance coverages, in the limit and aggregate of \$_____ (express in millions starting at \$1,000,000). The amount required can vary dependent on anticipated size and type of project work in Plan.

On all insurance policies except the workers compensation / employers liability policy, the Condominium Association must be named as Additional Insured using a written contract signed by the Renovating Owner, the Contractor, all subcontractors to be utilized, and the Condominium Association. The insurance certificate must stipulate that the additional insured coverage applies to ongoing work as well as to completed operations. In addition, all insurance policies (as part of the same signed written contract), shall waive subrogation. Each policy of insurance policy shall be amended to require that the insurance shall not be non-renewed except upon thirty (30) days prior written notice to the Board of Directors. Proof of such insurance and wording must be shown on a certificate of insurance. The certificate of insurance shall be made out to the Condominium Association, and its Board of Directors. Certificates of insurance shall be provided in ample time to be reviewed by the Board of Directors, but always prior to the start of the work. If the required terms, endorsements, conditions requested in this contract are not shown on the provided certificate, a full copy of each policy shall be provided for Board of Directors review.

CONTRACTOR ADDENDUM

1. Each Contractor's worker is required to sign in daily at the front desk and leave a driver's license or other photo ID. Such worker will receive a Galvestonian badge noting the Residence unit number, and this badge must be prominently displayed at all times while the worker is in the Condominium. Provided the Renovating Owner has delivered a written confirmation to the General Manager, the front desk may issue the worker a key card good for one day to enter the Renovating Owner's Residence. Contractors are not allowed in any other Residence, unless accompanied by the General Manager or his designee. Keys and badges must be returned at the end of the work day.
2. Contractors must have a representative with direct or agent authority of the Contractor on site at all times who can speak English. Such authority will be assumed for all Contractor representatives on Condominium property.
3. Wet sawing is not allowed in a Residence and must be done at the loading dock area. Manual tile cutting tools are allowed in a Residence. No cutting of any kind is allowed on the balcony.
4. Any accident to any Contractor worker or any other individual, and any damage to the Condominium must be immediately reported to the General Manager.
5. Proper fire protection equipment and procedures must be maintained at all times. Smoke detectors are sensitive to moisture, dust, and paint spray. During certain work, if smoke detectors inside the Residence are covered during work hours to prevent false alarms, then the smoke detectors shall be uncovered at the end of the work day to provide fire detection while the work site is not staffed. This work shall be done in strict accordance with applicable building and fire safety codes. Such work must be coordinated with the General Manager, and the General Manager must be made aware of when a smoke detector has been covered or deactivated. Contractors who fail to uncover and reactivate smoke detectors at the end of work days or during work hours when the work site is not staffed may be prohibited from entering or conducting further work at the Condominium in the sole and absolute discretion of the General Manager.
6. Contractor must coordinate with the General Manager when noisy work (such as tile chipping or hammer drilling) is going to occur, and the Contractor must be flexible for moving such work to a different time for the benefit of the Condominium residents and guests. In general, such work is allowed Monday - Thursday from 10:00 a.m. - 2:00 p.m.
7. Windows and balconies are to be closed unless additional ventilation is necessary; for example, the use of paints, chemicals, and other materials require proper ventilation.
8. Kitchen sinks, bathtubs, toilets, etc. cannot be used for washing painting equipment or disposal of any construction materials.

9. No debris may be deposited in a Condominium trash chute; these chutes are designated for residents' household trash only. Contractors are responsible for hauling off their own debris and trash and are not allowed to use the Condominium dumpsters.
10. All construction materials, tools, and trash are to be transported to and from the construction site via the loading dock and/or the freight elevator. Contractor personnel must use the freight elevator.
11. Construction hours are Monday through Friday, excluding Holidays, from 9:00 a.m. - 5:00 p.m. By 5:00 p.m., all Contractor personnel must be out of the Condominium, all smoke detectors uncovered and reactivated, all public areas clean, and all construction sites secure.
12. Contractors are not allowed to block any emergency exits.
13. Contractors must wear proper attire, preferably with company name and/or logo. No tank tops or sandals are allowed.
14. Contractors must maintain professional conduct at all times.
15. Contractors must secure the Residence when vacating for meals, breaks, etc., and at the end of the day.
16. Radios are not permitted in the Common Elements, low volume allowed in Residence.
17. Smoking is allowed only in the loading dock.
18. Work that is required to be performed by licensed and/or certified professionals (such as all electrical, plumbing, and HVAC work) will only be performed by such professionals holding current licenses and certifications. A copy of each license must be provided with the required insurance prior to the start of work.
19. Dryers used in the '00 and '15 Residence units are required to be vented using the appropriate dryer vent stacks. Since there are no other appropriate dryer vent stacks in the other Residences, all other dryers in Residences are recommended to be ventless; otherwise a dryer must use a water trap. Washing machines must have separate hot and cold water supply shut off valves.
20. Water fixture cut-offs will be required for all new plumbing work so that such plumbing may be cut off and repaired without affecting other Residences.
21. Any water shut-off must be planned at least one week in advance. A water shut off fee, as set by the Board from time to time must be paid by the Renovating Owner for each shutoff.

22. Copper pipes with brass fittings must be used for all plumbing projects and repairs. Di-electric unions are required when using di-similar metals (for example, a tub spout might require a galvanized fitting to copper pipe, which will need a di-electric union to prevent electrolysis).
23. A sound barrier approved by the Board of Directors will be required under all hard surface floors, including but not limited to tile, stone, wood, and concrete.
24. At or near the end of the project, the Contractor may be required to schedule a walk-through with the General Manager.
25. Contractors will be informed of any additional rules during the pre-work meeting.

FILED AND RECORDEDInstrument Number: *2015009306*

Recording Fee: 74.00

Number Of Pages: 14

Filing and Recording Date: 02/18/2015 3:34PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in black ink that reads "Dwight D. Sullivan". The signature is written in a cursive style and is positioned above a horizontal line.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
GALVESTONIAN CONDOMINIUM ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

The undersigned, being the authorized representative of Galvestonian Condominium Association (the "Association"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements the "Notice of Dedicatory Instruments for Galvestonian Condominium Association" ("Notice") recorded in the Official Public Records of Real Property of Galveston County, Texas on April 9, 2013 under County Clerk's File No. 2013021170, the "Supplemental Notice of Dedicatory Instruments for Galvestonian Condominium Association" recorded in the Official Public Records of Real Property of Galveston County, Texas on January 2, 2015 under County Clerk's File No. 2015000286, and the "Supplemental Notice of Dedicatory Instruments for Galvestonian Condominium Association" recorded in the Official Public Records of Real Property of Galveston County, Texas on February 18, 2015 under County Clerk's File No. 2015009306, (the "Supplemental Notices"), which documents were filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice and the Supplemental Notices, the following documents are Dedicatory Instruments governing the Association:


- **Fining Policy for the Galvestonian Condominium Association**
- **Rules of the Galvestonian Condominium Association Relating to Applicability and Compliance**

True and correct copies of such Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Galveston County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the documents attached to this Notice are true and correct copies of the originals.

Executed on this 17th day of FEBRUARY, 2017.

GALVESTONIAN CONDOMINIUM ASSOCIATION




Rick S. Butler, authorized representative of
Galvestonian Condominium Association

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Galvestonian Condominium Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 7th day of February, 2017, to certify which witness my hand and official seal.



Notary Public in and for the State of Texas



FINING POLICY
for the
GALVESTONIAN CONDOMINIUM ASSOCIATION

1. All Owners are responsible for assuring that their tenants, occupants, guests and invitees comply with the provisions of the Declaration, By-laws and Rules and Regulations of the Association. In the event an Owner, tenant, occupant, guest or invitee of an Owner's Unit violates any of the provisions of the Declaration, By-laws and/or Rules and Regulations, the Association, through its Board of Directors, shall have the authority to impose a fine upon the Owner of the Unit for each violation. The rate of the fines is set forth in No. 7 of this Fining Policy.
2. Upon determining that a violation of the Declaration, By-laws and/or Rules and Regulations of the Association has occurred, the Board of Directors shall mail or deliver a written notice to the Owner and, if applicable, the tenant or occupant of the Unit:
 - (i) describing the violation and stating the amount of the proposed fine;
 - (ii) stating that not later than the thirtieth (30th) day after the date of the notice, the Owner may request a hearing before the Board of Directors to contest the fine; and
 - (iii) allowing the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine (if the violation is of a curable nature); provided, however, that if the Owner was given notice and a reasonable opportunity to cure a similar violation (if the violation is of a curable nature) within the preceding twelve (12) month period, the fine may be levied immediately without giving the Owner a reasonable time in which to cure the violation. Certain violations by their very nature are not curable; an opportunity to cure need not be given in these instances.
3. The Association must give notice of the levied fine to the Owner not later than the thirtieth (30th) day after the date a fine has been levied against the Owner. All fines will be due and payable immediately as of the date of the notice stating that a fine has been levied, regardless of whether a hearing is requested. If a fine is levied for a violation that can be cured by the Owner and the Owner does not cure the violation within the prescribed time period, the fine will be due and payable immediately on the date that the period for curing the violation ends, regardless of whether a hearing is requested. In the event an Owner requests a hearing within thirty (30) days after the date of the notice, the Board of Directors, at its discretion and after hearing all of the evidence, may determine that:
 - (i) the fine is reasonable;
 - (ii) the amount of the fine should be lowered, in which case the Owner will receive a partial refund; or
 - (iii) the fine should be refunded in its entirety.
4. Any fine levied against an Owner, pursuant to the fining policy set out herein, shall become part of the assessments for which the Owner is responsible for payment, which said assessments are secured by a continuing lien in favor of the Association as provided in Section 82.113 of the Texas Uniform Condominium Act.

5. In addition to the authority to impose fines for violations of the provisions of the Declaration, By-laws and/or Rules and Regulations, the Association shall have all the rights and remedies provided for in the Declaration, By-laws and/or Rules and Regulations or which may be available at law or in equity, including the right to file suit against any Owner and/or tenant of an Owner who has violated any term of the Declaration, By-laws or Rules and Regulations.
6. Notwithstanding any other language in this Fining Policy, this Fining Policy shall not be applicable to Owners for violations committed by persons renting a Unit through the rental program operated and managed by the Galvestonian Condominium Association.
7. Schedule of Fines:

Fines for all violations of the Declaration, By-laws and other Rules and Regulations of the Association are as follows:

- First fine \$100.00
- Second and subsequent fines for violations within the preceding twelve (12) months \$200.00

CERTIFICATION

I hereby certify that I am the Secretary of Galvestonian Condominium Association and that the foregoing Rules and Regulations relating to the Fining Policy was approved by not less than a majority of the Board of Directors of the Association at a meeting duly called and held on the 29th day of August, 2015, at which a quorum was at all times present.

DATED, this the 31 day of October, 2015.

GALVESTONIAN CONDOMINIUM ASSOCIATION

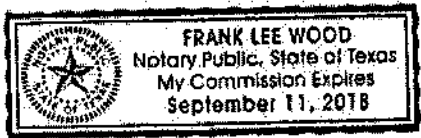
By: *Brenda Rubenstein*
Brenda Rubenstein, Its Secretary

THE STATE OF TEXAS

COUNTY OF HARRIS

10/31/15

BEFORE ME, the undersigned notary public, on this 31 day of October, 2015 personally appeared Brenda Rubenstein, Secretary of Galvestonian Condominium Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Frank Lee Wood
Notary Public in and for the State of Texas

FILED AND RECORDED

Instrument Number: 2015070080

Recording Fee: 30.00

Number Of Pages: 3

Filing and Recording Date: 11/06/2015 1:34PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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**RULES OF THE
GALVESTONIAN CONDOMINIUM ASSOCIATION
RELATING TO APPLICABILITY AND COMPLIANCE**

APPLICABILITY

1. The Rules (hereinafter the "Rules") of the Galvestonian Condominium Association consist of these Rules Relating to Applicability and Compliance, Rules and Regulations Relating to Abandoned Vehicles, Rules For Residence Repairs and Improvements, and all other rules as may be adopted by the Board of Directors from time to time. The Rules have been adopted by the Board of Directors of THE GALVESTONIAN Condominium Association, a Texas nonprofit corporation and condominium association (the "Association"), in accordance with the provisions of the Galvestonian Declaration of Condominium (the "Declaration"), and the Bylaws of the Association recorded in the Real Property Records of Galveston County, Texas.
2. The Rules apply to the Residences and Common Elements of THE GALVESTONIAN Condominium ("THE GALVESTONIAN" or the "Condominium"). By owning or occupying a Residence in the Condominium, each Owner and Resident agrees to abide by the Rules, as well as the obligations of Owners and Residents provided in the Declaration and Bylaws.
3. For the convenience of Owners and other persons occupying a Residence, whether owner, tenant, guest, patron or other invitee ("Residents") of the Condominium, the Rules may restate some of the rules and covenants contained in the Declaration. Most of the Rules, however, are in addition to the restrictions found in the Declaration. Words and phrases defined in the Declaration shall have the same meaning when used in the Rules. In the event of a conflict between Condominium Documents (as defined herein), the hierarchy of authority shall be as follows: Declaration (highest), Bylaws, the Rules, the community policies promulgated by the Board (lowest).

COMPLIANCE

4. Each Owner shall comply with the provisions of the Rules, the Declaration, the Bylaws, and community policies promulgated by the Board of Directors to supplement the Rules, as any of these may be revised from time to time (collectively, the "Condominium Documents"). Each Owner, additionally, shall be responsible for compliance with the Condominium Documents by the occupants of his or her Residence, and his or her or their respective families, invitees, tenants, agents, employees, or contractors. Notwithstanding any other language in the Rules, an Owner shall not be responsible for compliance with the Condominium Documents by persons renting their Residence through the rental program operated and managed by the Galvestonian Condominium Association. Use of "Owner" or "Resident" in the Rules shall be deemed to include and apply to the Owner of a Residence in the Condominium and to all persons for whom the Owner is responsible. An Owner should contact the Board of Directors if he or she has a question about the Rules.

5. **ADDITIONAL RULES.** Each Resident shall comply with all rules and signs posted from time to time on the Condominium by the Association, including those regulating the use of the amenities, pool area (including hours and type of use), any recreational facilities, and the other Common Elements. Such posted rules are incorporated in the Rules by reference. Each Resident shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Condominium. Such temporary rules are incorporated in the Rules by reference.
6. **WAIVER.** Certain circumstances may warrant waiver or variance of the Rules. An Owner must make written application to the Board of Directors for such waiver or variance. If the Board of Directors deems the waiver or variance warranted, the Board of Directors may condition its approval, which must be in writing to be effective. Any consent or approval given under the Rules by the Board of Directors shall be revocable at any time.

CERTIFICATION

I hereby certify that I am the Secretary of Galvestonian Condominium Association and that the foregoing Rules of the Galvestonian Condominium Association Relating to Applicability and Compliance was approved by not less than a majority of the Board of Directors of the Association at a meeting duly called and held on the 28th day of March, 2015, at which a quorum was at all times present.

DATED, this the 31 day of October, 2015.

**GALVESTONIAN CONDOMINIUM
ASSOCIATION**

By: *Brenda Rubenstein*
Brenda Rubenstein, Its Secretary

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this 31 day of October, 2015 personally appeared Brenda Rubenstein, Secretary of Galvestonian Condominium Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Frank Lee Wood
Notary Public in and for the State of Texas

FILED AND RECORDED

Instrument Number: 2015070079

Recording Fee: 30.00

Number Of Pages: 3

Filing and Recording Date: 11/06/2015 1:34PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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FILED AND RECORDED

Instrument Number: *2017008418*

Recording Fee: 54.00

Number Of Pages: 9

Filing and Recording Date: 02/08/2017 8:33AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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ADDITIONAL DEDICATORY INSTRUMENTS
for
GALVESTONIAN CONDOMINIUM ASSOCIATION

THE STATE OF TEXAS §


COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Mitchell Avila Katine**, who, being by me first duly sworn, states on oath the following:

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

"I am the attorney for Galvestonian Condominium Association. The following instrument, **INSURANCE DEDUCTIBLE RESOLUTION**, is a true and correct copy of an unrecorded Dedicatory Instrument, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to Galvestonian Condominium Association, and the property subject to the declaration recorded under Galveston County Clerk's Document No. 8329884, as amended and/or supplemented.

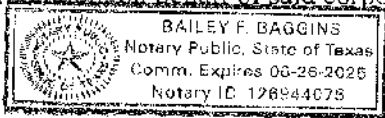
DATED this 17 day of June, 2022.


By: 
Galvestonian Condominium Association
Mitchell Avila Katine, Attorney

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 17th day of June, 2022, by **Mitchell Avila Katine**, attorney for Galvestonian Condominium Association, a Texas non-profit corporation, on behalf of said corporation.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording return to:
Katine Nechman McLaurin LLP
1834 Southmore Boulevard
Houston, Texas 77004
713-808-1001

CERTIFICATE OF CORPORATE RESOLUTION

**GALVESTONIAN CONDOMINIUM ASSOCIATION
A TEXAS NON-PROFIT CORPORATION**

**RELATING TO
INSURANCE DEDUCTIBLE(S)**

The undersigned is an Officer of the Galvestonian Condominium Association, a Texas non-profit corporation (the "Association"). The Association manages and administers the Galvestonian Condominiums (the "Condominium") pursuant to "The Galvestonian Declaration of Condominium", recorded under County Clerk File No. 8329884 of the Official Public Records of Galveston County, Texas, together with all amendments thereto (the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); (c) Chapter 81 of the Texas Property Code; and (d) portions of Chapter 82 of the TEXAS PROPERTY CODE. The undersigned Officer hereby certifies that at a duly called and constituted meeting of the Board of Directors ("Board") held on JUNE 15TH, 2022, the Board adopted the following **INSURANCE DEDUCTIBLE RESOLUTION**:

INSURANCE DEDUCTIBLE RESOLUTION

WHEREAS, pursuant to Chapter 82 of the TEXAS PROPERTY CODE, the Declaration, and the Bylaws, the Association, acting by and through its Board of Directors ("Board") is responsible for administering the Condominium and the covenants, conditions, and restrictions set forth in the Declaration; and

WHEREAS, generally the Association is required to insure the insurable Common Elements and Condominium Units in accordance with the Declaration and applicable law to the extent that such property insurance is reasonably available; and

WHEREAS, the Board, having considered all relevant factors, and based on its business judgment to secure such insurance on a reasonably available basis, has agreed to obtain one or more policies of insurance containing certain policy deductible(s), which are both reasonable and necessary; and

WHEREAS, the Board is of the opinion that under certain circumstances, in the event of a casualty loss, Owners should be responsible for the payment of all or portions of the applicable policy deductible(s), and therefore it is necessary to adopt and enforce an equitable policy in regard to the allocation of liability for payment of the applicable policy deductible(s); and

WHEREAS, Section 82.111(a) and (b) of the Texas Uniform Condominium Act ("TUCA") generally provides that the Association must, to the extent reasonably available, obtain and maintain insurance policies covering the buildings, Common Elements, and Units, but need not include improvements and betterments installed by the Unit Owners; and

WHEREAS, Section 82.111(c) of TUCA provides that if the insurance required by 82.111(a) and (b) of TUCA is not reasonably available, that generally the Association shall cause notice of that fact to be delivered or mailed to all Owners and lienholders; and

WHEREAS, the Board has obtained insurance policies required by 82.111(a) and (b) of TUCA, however the Board, having considered all relevant factors and based upon its business judgment, has determined that such insurance is only reasonably available with certain policy deductible(s) applicable to the respective insured risks, and it is reasonable and customary for a condominium association located in Galveston, Galveston County, Texas to obtain such insurance with stated policy deductible(s) applicable to the respective insured risks; and

WHEREAS, Section 82.111(k) of TUCA provides that the Association, acting by and through its Board, may, by resolution, determine the allocation and responsibility for payment for the cost of the policy deductible and costs incurred before insurance proceeds are available; and

WHEREAS, the Board is desirous of, pursuant to this Resolution: (i) notifying all Owners and lienholders pursuant to 82.111(c) of TUCA that the insurance required by 82.111(a) and (b) has been obtained and shall be maintained with a stated policy deductible, so that while the Association shall procure such insurance covering the buildings, Common Elements and Condominium Units, such coverage shall be LESS and EXCEPT such deductible amount; and (ii) pursuant to Section 82.111(k) of TUCA, adopting and enforcing an equitable policy in regard to the allocation and responsibility for payment of the applicable policy deductible and costs incurred before insurance proceeds are available.

NOW THEREFORE, BE IT RESOLVED THAT:

1. Notice is hereby given to all Owners and lienholders that the insurance obtained by the Association as required by 82.111(a) and (b) of TUCA has one or more stated deductible(s) applicable to the respective insured risks, and as a result, the insurance obtained by the Association covering the buildings, Common Elements, and Condominium Units is for an amount LESS and EXCEPT such respective deductible amounts applicable to the respective insured risks.
2. *If the Association's insurance provides coverage for the loss and the cost to repair the damage to a Condominium Unit or a Common Element is more than the amount of the applicable insurance deductible, then the entire cost of the applicable stated insurance deductible and costs incurred before insurance proceeds are available shall be assessed against the Owner and the Owner's Unit and paid to the Association by the Unit owner under any of the following circumstances:*
 - a. if such insured loss was caused by or was the result of the negligence, willful misconduct, or wrongful act of the Owner, an occupant of the owner's Condominium Unit, or the Condominium Unit Owner's or occupant's family, guests, employees, contractors, agents, or invitees; or
 - b. If such insured loss was due to an occurrence or condition within the Owner's Condominium Unit which was a result of or arose from (i) the failure or malfunction of any component or item within or forming a part of the owner's Condominium Unit, whether constituting a fixture (plumbing, electrical, etc.), appliance, or any item of personal property; or (ii) the failure or malfunction of any item or component

for which the Owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Rules, or applicable law, all irrespective of any negligence; or

- c. if the cause of the insured loss cannot be determined, but such loss originated wholly within the Owner's Condominium Unit, or from any item for which the owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Rules, or applicable law.

In situations other than those described above, the Association will pay the applicable policy deductible, as a common expense.

3. *If the Association's insurance provides coverage for the loss but the cost to repair damage to a Condominium Unit or Common Element covered by the Association's insurance is less than the amount of the applicable insurance deductible, then except as provided in Paragraph 4 hereof, in accordance with the provisions of Section 82.111(j) of TUCA, the party who would be responsible for the repair in the absence of insurance shall pay the cost of the repair of the damage to the Unit or Common Elements.*
4. Notwithstanding anything to the contrary in Paragraphs 2 and 3 hereof, and consistent with the applicable provisions of Paragraph 2 hereof: (i) in accordance with the provisions of Section 82.111(l) of TUCA, if damage to a Unit or Common Elements is due wholly or partly to an act or omission of any Owner or a guest or invitee of the Unit owner, the Association may assess the deductible expense and any other expense in excess of insurance proceeds against the Owner and the Owner's Unit; and (ii) an Owner may also be subject to liability pursuant to applicable provisions of the Declaration and/or Bylaws.
5. The determination of whether the occurrence or cause of a loss is one described in Paragraph 2 or Paragraph 4 above shall be made in the reasonable and sole discretion of the Board, whose decision shall be final. Sums determined to be payable by the Owner to the Association as above required shall be payable within ten (10) days after written demand therefore addressed to the Owner and sent by certified mail/return receipt request to the Owner's last known mailing address according the records of the Association, or by personal delivery.
6. Nothing herein shall be construed as to treat the Association's insurance policies as other than primary, or to in any way diminish or modify the coverage provided by the Association's insurance policies. Nothing herein shall be construed or intended to, nor shall same create, any contract for the benefit of any third party or insurer, either voluntarily or by estoppel. Nothing herein shall be construed to extend either insurance coverage or the Association's obligation, with respect to maintenance, repairs, or replacement to a Unit and an Owner's personal property and improvements as set forth in the Declaration, Bylaws or applicable law. Nothing herein shall affect the right of an Owner or insurer to recover sums paid on account of the loss caused as described in Paragraph 2 and Paragraph 3 above from a person or entity other than the Owner whose wrongful or negligent acts may have caused such loss,

or to recover such sums from the Owner whose acts, or omissions may have caused such loss if permitted by applicable law. Nothing herein shall create or constitute any limitation on the liability of an Owner for any loss or damage caused by the negligence, willful misconduct, or wrongful acts of such Owner which are not covered by the Association's insurance. Further, nothing herein shall prevent modification of this policy at any time, prospectively but not retroactively, by action of the Board.

7. This Policy Resolution shall supersede and replace, in its entirety, any existing policies or resolutions of the Association now in existence relating to insurance deductibles.
8. This Policy Resolution shall be deemed effective upon the recordation of same as a "Dedicator Instrument" in the Real Property Records of Galveston County, Texas.
9. This Policy Resolution is in addition to the indemnity language of Section 6.4 of the Declaration.
10. This Policy Resolution was duly adopted by the Board of Directors of the Association at a duly noticed meeting of the Board, at which a quorum was present, on the 15th day of JUNE, 2022.

GALVESTONIAN CONDOMINIUM ASSOCIATION, a
Texas non-profit corporation

By:

[Signature]
(Signature), President

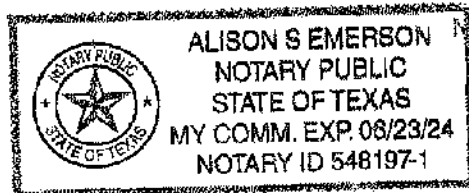
JANEEL STRAACH
(name printed)

STATE OF TEXAS

COUNTY OF Dallas

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This instrument was acknowledged before and on this 16 day of June, 2022 by Janeel Stroach President of the Galvestonian Condominium Association, a Texas non-profit corporation, on behalf of such corporation.



[Signature]
Notary Public - State of Texas

FILED AND RECORDED

Instrument Number: 2022041592

Recording Fee: 42.00

Number Of Pages: 6

Filing and Recording Date: 06/22/2022 8:42AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in black ink that reads "Dwight D. Sullivan". The signature is written in a cursive style and is positioned above a horizontal line.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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**RULES OF THE
GALVESTONIAN CONDOMINIUM ASSOCIATION
RELATING TO APPLICABILITY AND COMPLIANCE**

APPLICABILITY

1. The Rules (hereinafter the "Rules") of the Galvestonian Condominium Association consist of these Rules Relating to Applicability and Compliance, Rules and Regulations Relating to Abandoned Vehicles, Rules For Residence Repairs and Improvements, and all other rules as may be adopted by the Board of Directors from time to time. The Rules have been adopted by the Board of Directors of THE GALVESTONIAN Condominium Association, a Texas nonprofit corporation and condominium association (the "Association"), in accordance with the provisions of the Galvestonian Declaration of Condominium (the "Declaration"), and the Bylaws of the Association recorded in the Real Property Records of Galveston County, Texas.
2. The Rules apply to the Residences and Common Elements of THE GALVESTONIAN Condominium ("THE GALVESTONIAN" or the "Condominium"). By owning or occupying a Residence in the Condominium, each Owner and Resident agrees to abide by the Rules, as well as the obligations of Owners and Residents provided in the Declaration and Bylaws.
3. For the convenience of Owners and other persons occupying a Residence, whether owner, tenant, guest, patron or other invitee ("Residents") of the Condominium, the Rules may restate some of the rules and covenants contained in the Declaration. Most of the Rules, however, are in addition to the restrictions found in the Declaration. Words and phrases defined in the Declaration shall have the same meaning when used in the Rules. In the event of a conflict between Condominium Documents (as defined herein), the hierarchy of authority shall be as follows: Declaration (highest), Bylaws, the Rules, the community policies promulgated by the Board (lowest).

COMPLIANCE

4. Each Owner shall comply with the provisions of the Rules, the Declaration, the Bylaws, and community policies promulgated by the Board of Directors to supplement the Rules, as any of these may be revised from time to time (collectively, the "Condominium Documents"). Each Owner, additionally, shall be responsible for compliance with the Condominium Documents by the occupants of his or her Residence, and his or her or their respective families, invitees, tenants, agents, employees, or contractors. Notwithstanding any other language in the Rules, an Owner shall not be responsible for compliance with the Condominium Documents by persons renting their Residence through the rental program operated and managed by the Galvestonian Condominium Association. Use of "Owner" or "Resident" in the Rules shall be deemed to include and apply to the Owner of a Residence in the Condominium and to all persons for whom the Owner is responsible. An Owner should contact the Board of Directors if he or she has a question about the Rules.

5. **ADDITIONAL RULES.** Each Resident shall comply with all rules and signs posted from time to time on the Condominium by the Association, including those regulating the use of the amenities, pool area (including hours and type of use), any recreational facilities, and the other Common Elements. Such posted rules are incorporated in the Rules by reference. Each Resident shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Condominium. Such temporary rules are incorporated in the Rules by reference.

6. **WAIVER.** Certain circumstances may warrant waiver or variance of the Rules. An Owner must make written application to the Board of Directors for such waiver or variance. If the Board of Directors deems the waiver or variance warranted, the Board of Directors may condition its approval, which must be in writing to be effective. Any consent or approval given under the Rules by the Board of Directors shall be revocable at any time.

CERTIFICATION

I hereby certify that I am the Secretary of Galvestonian Condominium Association and that the foregoing Rules of the Galvestonian Condominium Association Relating to Applicability and Compliance was approved by not less than a majority of the Board of Directors of the Association at a meeting duly called and held on the 28th day of March, 2015, at which a quorum was at all times present.

DATED, this the 31 day of October, 2015.

**GALVESTONIAN CONDOMINIUM
ASSOCIATION**

By: *Brenda Rubenstein*
Brenda Rubenstein, Its Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 31 day of October, 2015 personally appeared Brenda Rubenstein, Secretary of Galvestonian Condominium Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Frank Lee Wood
Notary Public in and for the State of Texas

FILED AND RECORDED

Instrument Number: *2015070079*

Recording Fee: 30.00

Number Of Pages: 3

Filing and Recording Date: 11/06/2015 1:34PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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FINING POLICY
for the
GALVESTONIAN CONDOMINIUM ASSOCIATION

1. All Owners are responsible for assuring that their tenants, occupants, guests and invitees comply with the provisions of the Declaration, By-laws and Rules and Regulations of the Association. In the event an Owner, tenant, occupant, guest or invitee of an Owner's Unit violates any of the provisions of the Declaration, By-laws and/or Rules and Regulations, the Association, through its Board of Directors, shall have the authority to impose a fine upon the Owner of the Unit for each violation. The rate of the fines is set forth in No. 7 of this Fining Policy.
2. Upon determining that a violation of the Declaration, By-laws and/or Rules and Regulations of the Association has occurred, the Board of Directors shall mail or deliver a written notice to the Owner and, if applicable, the tenant or occupant of the Unit:
 - (i) describing the violation and stating the amount of the proposed fine;
 - (ii) stating that not later than the thirtieth (30th) day after the date of the notice, the Owner may request a hearing before the Board of Directors to contest the fine; and
 - (iii) allowing the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine (if the violation is of a curable nature); provided, however, that if the Owner was given notice and a reasonable opportunity to cure a similar violation (if the violation is of a curable nature) within the preceding twelve (12) month period, the fine may be levied immediately without giving the Owner a reasonable time in which to cure the violation. Certain violations by their very nature are not curable; an opportunity to cure need not be given in these instances.
3. The Association must give notice of the levied fine to the Owner not later than the thirtieth (30th) day after the date a fine has been levied against the Owner. All fines will be due and payable immediately as of the date of the notice stating that a fine has been levied, regardless of whether a hearing is requested. If a fine is levied for a violation that can be cured by the Owner and the Owner does not cure the violation within the prescribed time period, the fine will be due and payable immediately on the date that the period for curing the violation ends, regardless of whether a hearing is requested. In the event an Owner requests a hearing within thirty (30) days after the date of the notice, the Board of Directors, at its discretion and after hearing all of the evidence, may determine that:
 - (i) the fine is reasonable;
 - (ii) the amount of the fine should be lowered, in which case the Owner will receive a partial refund; or
 - (iii) the fine should be refunded in its entirety.
4. Any fine levied against an Owner, pursuant to the fining policy set out herein, shall become part of the assessments for which the Owner is responsible for payment, which said assessments are secured by a continuing lien in favor of the Association as provided in Section 82.113 of the Texas Uniform Condominium Act.

5. In addition to the authority to impose fines for violations of the provisions of the Declaration, By-laws and/or Rules and Regulations, the Association shall have all the rights and remedies provided for in the Declaration, By-laws and/or Rules and Regulations or which may be available at law or in equity, including the right to file suit against any Owner and/or tenant of an Owner who has violated any term of the Declaration, By-laws or Rules and Regulations.
6. Notwithstanding any other language in this Fining Policy, this Fining Policy shall not be applicable to Owners for violations committed by persons renting a Unit through the rental program operated and managed by the Galvestonian Condominium Association.
7. Schedule of Fines:

Fines for all violations of the Declaration, By-laws and other Rules and Regulations of the Association are as follows:

- First fine \$100.00
- Second and subsequent fines
for violations within the preceding twelve (12) months \$200.00

CERTIFICATION

I hereby certify that I am the Secretary of Galvestonian Condominium Association and that the foregoing Rules and Regulations relating to the Fining Policy was approved by not less than a majority of the Board of Directors of the Association at a meeting duly called and held on the 29th day of August, 2015, at which a quorum was at all times present.

DATED, this the 31 day of October, 2015.

**GALVESTONIAN CONDOMINIUM
ASSOCIATION**

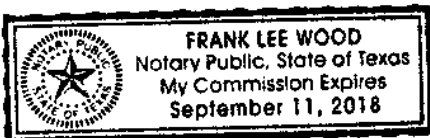
By: *Brenda Rubenstein*
Brenda Rubenstein, Its Secretary

THE STATE OF TEXAS

COUNTY OF HARRIS

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BEFORE ME, the undersigned notary public, on this 31 day of October, 2015 personally appeared Brenda Rubenstein, Secretary of Galvestonian Condominium Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Frank Lee Wood
Notary Public in and for the State of Texas

FILED AND RECORDED

Instrument Number: *2015070080*

Recording Fee: 30.00

Number Of Pages: 3

Filing and Recording Date: 11/06/2015 1:34PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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