

**DECLARATION**

**OF**

**PANAMA HISTORIC**

**CONDOMINIUMS**

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**DECLARATION**  
**OF**  
**PANAMA HISTORIC CONDOMINIUMS**

**ARTICLE 1**

*Submission: Defined Terms*

Section 1.1 *Submission of Real Estate.* Panama Venture, Ltd., a Texas limited partnership, owner in fee of the real property described in Section 3.1, hereby submits such real property, together with all easements, rights and appurtenances thereto and the building and improvements erected or to be erected thereon, to the provisions of the Uniform Condominium Act (Texas Property Code, Chapter 82).

Section 1.2 *Defined Terms.* As used in this Declaration, the following terms have the meanings specified in this Section 1.2. Other capitalized terms not defined herein or in the Plats and Plans shall have the meaning specified or used in the Act.

“Act” means the Uniform Condominium Act (Texas Property Code, Chapter 82), as amended from time to time.

“Association” means the Panama Historic Homeowners Association, a Texas nonprofit corporation and condominium association.

“Declarant” means Panama Venture, Ltd., a Texas limited partnership, or its successors or assigns, provided such successors or assigns are designated in writing by Panama Venture, Ltd., as a successor or assign of the rights of Declarant set forth herein.

“Eligible Insurer” means an insurer or guarantor of a first mortgage secured by a Unit in the Condominium. An Eligible Insurer must notify the Association in writing of its name and address and inform the Association that it has insured or guaranteed a first security interest in a Unit. It must provide the Association with the Unit number and address of the Unit on which it is the insurer or guarantor of a security interest. Such notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article XVI.

**"Eligible Mortgagee"** means a holder of a first mortgage secured by a Unit in the Condominium. An Eligible Mortgagee must notify the Association in writing of its name and address and inform the Association that it holds a first security interest in a Unit. It must provide the Association with the Unit number and address of the Unit on which it holds a security interest. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVI.

**"Historic Building Preservation Requirements"** means all covenants, restrictions and conditions relating to the preservation and conservation of historic property as may be dictated, regulated, governed, required and/or approved by the City of Galveston, its codes and guidelines, together with the State of Texas and the U.S. Secretary of the Interior's standards for rehabilitation and guidelines for rehabilitating historic buildings, together with all other applicable regulatory authorities, laws, acts, and codes, as from time to time may be amended, including, without limitation, the covenants, restoration, and repurchase rights, set forth in the Real Property Records of Galveston County, Texas.

**"Governing Documents"** means the Declaration, Plats and Plans recorded and filed pursuant to the provisions of the Act, the Articles of Incorporation of the Association, the Bylaws of the Association, the Rules of the Association as they may be amended from time to time, and all documents relating to the Historic Preservation Requirements, including, without limitation, the instruments identified in the Easements and Licenses, on Exhibit "C" attached to this Declaration. Any exhibit, schedule or certification accompanying a Governing Document is a part of that Governing Document.

**"Limited Common Element"** means a portion of the Common Elements, designated in this Declaration, or on the Plats and Plans, by the Act, for the exclusive use of one or more but fewer than all of the Units.

**"Property"** means the real property described in Section 3.1, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon, submitted to the provisions of the Act.

## ARTICLE II

### *Names*

Section 2.1 *Condominium.* The name of the Condominium is Panama Historic Condominiums.

Section 2.2 *Association.* The name of the Association is Panama Historic Homeowners Association, a Texas nonprofit corporation.

## ARTICLE III

### *Description of Real Property*

Section 3.1 *Real Property.* The Condominium is located in Galveston County, Texas. The real property of the Condominium is described in the legal description on Exhibit "A" hereto.

## ARTICLE IV

### *The Association*

Section 4.1 *Authority.* The business and affairs of the Condominium shall be managed by the Association acting by and through its Board of Directors. The Association shall be governed by its Bylaws, this Declaration, the Association's, Articles of Incorporation, and the Condominium Act as amended from time to time.

Section 4.2 *Powers.* The Association shall have all of the powers provided in the Act.

## ARTICLE V

### *Units*

Section 5.1 *Number.* The number of Units in the Condominium is 20, which includes 17 residential Units and 3 Commercial Units for retail use.

Section 5.2 *Identification.* The identification number of each Unit is shown on the Plat and Plans or both.

Section 5.3 *Unit Owner Interest.* Each Unit Owner shall own title in fee simple to his or her Unit and shall have the exclusive right to the use and occupancy of his or her Unit, subject to the provisions of this Declaration. There shall be appurtenant to each Unit an individual share of the General Common Elements and the exclusive right to use such Limited Common Elements as are appurtenant to such Unit.

Section 5.4 *Boundaries.* The boundaries of each Unit are shown on the Plats and Plans and are more particularly described as the perimeter walls, floors, and ceilings of a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting part of the finished surfaces are a part of the Unit, and all other portions of the perimeter walls, floors, ceilings or balcony are a part of the Common Elements. Subject to Section 6.1, the spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

## ARTICLE VI *Common Elements*

Section 6.1 *Limited Common Elements.* In general, the Limited Common Elements consist of those areas of the Building and facilities which are not part of a Unit and are to be used exclusively by one or more Owners, including all installations, equipment and facilities contained in such areas or elsewhere which service only one or more Units, including hallways, common entrances to and exits from one or more Units which are for the exclusive use of the Owner or Owners of such Unit or Units served thereby. The following portions of the building are designated as Limited Common Elements:

(a) If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture is partially within and partially outside the designated boundaries of a Unit, then the portion serving only that Unit is a Limited Common Element allocated solely to that Unit, and the portion serving more than one Unit or the Common Elements is a part of the General Common Elements.



(b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, patios, and exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

(c) Stairways, the use of which is limited to certain Units as shown on the Plans are Limited Common Elements allocated exclusively to those Units.

(d) A portion of the Parking spaces shall be designated as Limited Common Elements for the exclusive use of the Unit Owner of the Unit to which they are assigned of record. Additional parking spaces may be designated by Declarant by easement or use agreements for the use of retail establishments, their customers and invitees and/or Unit Owners, visitors, guests, invitees, and tenants.

(e) The area improved by the Declarant as storage facilities for Units shall be a Limited Common Element, the use of which is limited exclusively to the Owner of the Unit to which the storage space has been assigned.

(g) Any Common Expenses associated with the maintenance, repair, or replacement of components or elements attached to exterior surfaces, trim, siding, doors, windows, storage area, and elevators shall be assessed against the Unit or Units to which the Limited Common Element is assigned as a Common Expense assessment. If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

(h) The Limited Common Elements appurtenant to the Commercial Units located on the ground floor consist of all pipes, wires, ducts, vents, cables, conduits, lines, installation, equipment, apparatus and facilities contained therein which service only such Commercial Units and the use of those parking spaces in the parking area that are allocated to such Commercial Units as shown on the Plans, if any, provided that the Commercial Units shall not be allotted any parking spaces unless agreed to by the Declarant during the period of Declarant control described herein and thereafter by the Association.

**Section 6.2 Allocation of Specified Common Elements.** The Board of Directors may designate parts of the Common Elements from time to time for use by less than all of the Unit Owners or by non-owners for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Board of Directors. Any such designation by the Board Directors shall not be a sale or disposition of such portions of the Common Elements.

**Section 6.3 Transfer of Common Elements.** Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) by an Owner of any interest in the General or Limited Common Elements will be void unless the Unit to which that interest is allocated is also transferred.

**Section 6.4 Reassignment of Limited Common Elements.** A Limited Common Element may be reassigned upon the written application to the Association by the Owner(s) whose use of the Limited Common Element is or may be directly affected by the reassignment and by the affirmative vote of Owners holding sixty-seven percent (67%) of the total Association vote at a meeting duly called for such purpose. Upon such application and approval of the Owners, the Association shall prepare and execute an amendment to this Declaration reassigning the Limited Common Element. This amendment shall be delivered to the Owners of the Units affected by the reassignment upon payment by them of all costs for the preparation, execution and recordation of the amendment. The amendment shall become effective upon the execution of the amendment by the Association and the Owner(s) directly affected by such reassignment and the recordation of such amendment in the Galveston County Deed Records. Notwithstanding the foregoing, the Owner of a designated parking space or storage area may transfer and assign his or her interest to another Owner upon written approval by the Board of Directors of the Association.

## ARTICLE VII

### *Maintenance, Repair, and Replacement*

Section 7.1 *Common Elements.* The Common Elements shall be maintained in good condition by the Association, subject to reasonable wear and tear and casualty. The Declarant, General Contractor, suppliers, or manufacturers may provide information to the Association regarding the use and maintenance of Common Elements. Subject to Section 17.2, the costs and expense for the upkeep and maintenance of the Common Elements shall be a Common Expense of the Unit Owners, and shall be included in the Common Expense Assessments for the usual and ordinary costs and expenses for the maintenance, repair, upkeep and operation of the Common Elements, and each Owner shall pay his or her pro-rata share thereof. The failure to use and maintain the Common Elements as intended and in accordance with any instructions or information from manufacturers, suppliers, the General Contractor or Declarant shall void any warranties and the Association shall indemnify the General Contractor and Declarant, together with their respective representatives, from any and all claims, demands, damages, losses and expenses, including, without limitation, reasonable attorney's fees, resulting directly or indirectly therefrom.

Section 7.2 *Units.* Each Unit Owner shall maintain, repair, and replace, at his or her own expense, all portions of his or her Unit, except those portions of the Unit required by the Declaration or the Act to be maintained, repaired, or replaced by the Association.

Section 7.3 *Right of Access.* Each Unit Owner shall afford to the Association and the other Unit Owners, and the agents and employees of each of the Association and the Unit Owners, through the Association, access through such Unit Owner's Unit reasonably necessary for the proper maintenance of the Condominium. The Association shall use reasonable efforts to obtain permission, written authorization and/or give notification to the Owner and/or occupants of a Unit prior to entering a Unit. In case of an emergency, no request or notice is required and the right of entry shall be immediate, and with as much force as is reasonably necessary to gain entrance, whether or not the Unit Owner is present at the time.

## ARTICLE VIII

### *Special Declarant Rights, and the Declarant Control Period*

Section 8.1 *Special Declarant Rights.* The Declarant reserves the following Special Declarant Rights:

- (a) to complete or make improvements indicated on the Plats and Plans filed with this Declaration;
- (b) to maintain sales, management, or leasing offices, and models in Units or on the Common Elements for as long as the Declarant owns a Unit, subject to the following limitations:
  - (i) no more than four Units owned by the Declarant may be used at any one time as sales, management or leasing offices, or models;
  - (ii) offices and models may be located on any floor of the Condominium and may consist of multiple Units with the same floor plan or any combination of floor plans; and
  - (iii) offices and models may be relocated at any time provided the Declarant takes reasonable steps to minimize any disruption to the Unit Owners caused by such relocation;
- (c) to maintain signs on the Condominium to advertise the Condominium until the Declarant no longer owns and is marketing any Units for sale;
- (d) to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purposes of completion of development, construction, repairs, and discharging the Declarant's obligations under the Act and this Declaration; and
- (e) to appoint or remove any officer of the Association or any director during the period of Declarant control, subject to the provisions of Section 8. 3 of this Declaration.

Section 8.2 *Limitations on Special Declarant Rights.* Unless sooner terminated by a recorded instrument signed by the Declarant, any Special Declarant Right may be exercised by the Declarant for the period of time specified in the Act.

**Section 8.3 *Declarant Control of the Association***

(a) Subject to Section 8.3 (b), there shall be a period of Declarant control of the Association during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of Board of Directors. The period of Declarant control terminates not later than the earlier of the 120<sup>th</sup> day after conveyance of 80 percent of the Units or three (3) years after the first Unit is conveyed.

(b) Not later than the termination of the period of Declarant control, the Unit Owners shall elect a Board of Directors of at least three (3) members, all of whom shall be Unit Owners and Residents residing in a Unit, with the exception of Commercial Units. The Board of Directors shall elect the officers before the 31<sup>st</sup> day after the date the period of Declarant control terminates. The persons elected shall take office on the date of election.

**Section 8.4 *Alterations by Declarant.***

(a) The Declarant shall have the right, at its sole option and cost and expense, without the vote or consent of the Association, other Owners or the representative or representatives of holders of mortgages on Units, to (i) make alterations, additions, or improvements in, to and upon Units owned by the Declarant (hereinafter called "Declarant-Owned Unit") whether structural or nonstructural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Declarant-Owned Unit; (iii) change the size and/or number of Declarant-Owned Units by subdividing one or more Declarant-Owned Units into two or more separate Units, combining separate Declarant-Owned Units (including those resulting from such subdivision or otherwise) into one or more Units, altering the boundary walls between any Declarant-Owned Unit, or otherwise; (iv) reapportion among the Declarant-Owned Units affected by such change in size or number pursuant to the preceding clause (iii), their appurtenant interest in the Common Elements; (v) change any Declarant-Owned Residential Unit to a Commercial Unit or to Common Elements, or any Declarant-Owned Unit Commercial Unit to a Residential Unit or Common Elements; and (vi) make any other changes to Declarant-Owned Units, to the Plans, or to the Common Elements as are permitted hereunder or under the Act; provided, however, that the percentage interest in the Common Elements of any Units (other than Declarant-Owned Units) shall not be changed by reason thereof unless Owners of such Units shall consent thereto and, provided further, that the Declarant shall comply with all laws applicable thereto.

(b) At any time when the Declarant owns a Unit, the Declarant shall have the authority, at its sole option, cost and expense, to make changes in or additional improvements to the Common Elements without the prior consent of the Association, other Unit Owners or the representative or representatives of holders of mortgages on Units. No Owner shall ever be assessed for any changes or improvements done by the Declarant pursuant to this provision. The provisions of this section may not be added to, amended or deleted without the prior written consent of the Declarant as long as Declarant owns a Unit.

**Section 8.5 *Changes in Commercial Units.*** The Declarant, or any subsequent Owner of a Commercial Unit, shall have the right, without the vote or consent of the Association, other Unit Owners or the representative or representatives of holders of mortgages on Units to (i) make alterations, additions or improvements in, to and upon a Commercial Unit, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in a Commercial Unit from time to time; (iii) change the size of a Commercial Unit by subdividing the same into any desired number of Units (or by combining any Units resulting from such subdivision); (iv) change a Commercial Unit to a Residential Unit; and (v) reapportion among the newly created Units resulting from such subdivision (combination) their appurtenant interest in the Common Elements; provided, however, that the percentage interest in the Common Elements of other Units shall not be changed by reason thereof, unless the Owners of such Units shall consent thereto, and, provided further, that the Owner of a Commercial Unit shall comply with all applicable laws.

In the event of the subdivision of a Commercial Unit into separate Units, a combining of two or more Commercial Units, or a change of a Commercial Unit to a Residential Unit, each Owner of a changed Unit shall have all of the rights, privileges and benefits, and be subject to all of the obligations of the Owners of the original Commercial Units as provided in this Declaration, the By-Laws and the Rules and Regulations initially adopted, as thereafter amended. The provisions of this Article VIII may not be added to, amended or deleted without the prior written consent of the Declarant as long as Declarant owns a Unit, and thereafter, the Owner or Owners of the Commercial Units.

**ARTICLE IX**  
*Allocated Interests*

**Section 9.1 Allocation of Interests.** The undivided interest in the Common Elements, the Common Expense Liability and the number of votes in the affairs of the Association allocated to each Unit have been calculated by using the following formulas:

(a) *Undivided Interest in Common Elements.* The percentage of the undivided interest in the Common Elements allocated to each Unit is based on one share to each Unit compared with the total shares allocated to all the Units in the Condominium.

(b) *Liability for Common Elements.* The percentage of liability for Common Expenses allocated to each Unit is based on one share to each Unit compared with the total shares allocated to all the Units in the Condominium. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units as permitted elsewhere in this Declaration and the Act.

(c) *Votes.* Each Unit shall have one vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Articles of Incorporation or Bylaws of the Association, means the specified percentage, portion or fraction of all of the votes allocated in this Section 9.1. Any dispute or deadlock among the Unit Owners that cannot be resolved after a period of 90 days from when the deadlock first arose shall be decided by mandatory and binding arbitration and the following shall apply: (a) the arbitration shall be decided by one (1) arbitrator. The parties shall choose a mutually acceptable arbitrator, and in the event the parties cannot agree on the selection of the arbitrator, the parties shall choose two (2) arbitrators who shall agree upon the appointment of a third arbitrator who shall be the sole arbitrator; (b) the fees for the arbitration shall be shared equally by the parties and reimbursed to the prevailing party by the non-prevailing party, and such fees shall be consistent with the fees currently charged by arbitrators in Galveston County, Texas without regard to the amount in controversy; and (c) a final binding award by the arbitrator shall be made within thirty (30) days from the date of the first notice of the dispute or deadlock unless extended by mutual agreement or good reason by the arbitrator. All decisions by the arbitrator shall be final.

**ARTICLE X**  
*Site Plans or Floor Plans*

Section 10.1 *Plat and Plans.* A project plat and Unit plans (floor, evaluation, and individual condominium Unit plans) are attached to this Declaration as Exhibit "B".

**ARTICLE XI**  
*Restrictions on Use, Occupancy, and Alienation*

Section 11.1 *Use Restrictions.* Subject to the Special Declarant Rights reserved under Article VIII, the following use restrictions apply to all Units and to the Common Elements:

(a) Compliance at all times with the Historic Preservation Requirements as defined herein.

(b) With the exception of the three (3) Commercial Units which may be used for retail purposes, the use of each Unit is restricted to that of a single family residence and accessory uses as permitted herein. Except for those activities conducted as part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities (other than home office and professional pursuits as provided in the Rules and Regulations and/or Bylaws of the Association), unscheduled public visits, nonresidential storage, mail or other use of a Unit shall be conducted, maintained or permitted in any part of a Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes, except for leasing and renting as provided in this Declaration, the Rules and Regulations and/or Bylaws of the Association.

(c) No improper, offensive or unlawful use may be made of the Property; Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and the State of Texas and all ordinances, rules and regulations of the City of Galveston, Texas. The violating Unit Owner shall hold harmless the Association and other Unit Owners from all fines, penalties, costs and prosecutions for any violation or noncompliance.

Section 11.2 *Occupancy Restrictions.* Subject to the Special Declarant Rights reserved under Article VIII, the following occupancy restrictions apply to all Units and to the Common Elements.



(a) No Unit Owner shall do any act or permit any act to be done in, on or to any Unit, balcony, patio, yard, parking space, or Common Element which will impair the structural integrity, weaken the support or otherwise adversely affect the building or any Common Element.

(b) No electrical device creating overloading of standard circuits may be used without permission from the Board of Directors. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner who caused it. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

(c) All Unit Owners shall maintain their Units in a clean and well maintained condition. No storage of trash will be permitted in or outside any Unit in a manner which may permit the spread of fire, odors, or seepage or the encouragement of vermin.

(d) All fixtures and equipment will be used for the purpose for which they were designed. There shall be no floor load in excess of 50 pounds per square foot, unless special arrangements are made and an engineering determination of floor load capacity in the area of the heavy use is approved by the Association.

(e) A parking space(s) is restricted to occupancy by the Owner of the Unit to which the parking space(s) is a Limited Common Element only for parking of automobiles, motorcycles, and bicycles, and shall not be used for storage or the parking or storage of recreational vehicles, boats or trailers.

(f) Storage of articles of personal property is restricted to identified storage areas or the Unit Owner's Unit. Storage of personal property on balconies, patios or other areas visible from the building's exterior is prohibited. Placement of any articles of personal property, including, furniture and related amenities in such areas shall be restricted to that of the quality, design and appearance compatible with the design and standards of the Condominium project. Any quality issues, questions or variances shall be subject to the approval of the Board of Directors.

(g) No noxious, offensive, dangerous or unsafe activity shall be conducted in any Unit, nor shall anything be done, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises nor do or permit anything to be done by others that will interfere with the rights, comforts or convenience of other Unit Owners or occupants.

(h) No animals, birds, or reptiles of any kind shall be kept in a Unit, except for a maximum of two dogs of gentle disposition, or two cats, caged birds, aquarium fish, or other household pets ("Pets"), as approved and licensed in writing by the Association as compatible with the Condominium. All Pets shall at all times be on a leash or in a carrier when outside of a Unit and shall not be left unattended at any time while outside of a Unit and shall not be left unattended for more than two (2) hours on any balcony or exterior enclosure of a Unit. Owners shall comply at all times with the rules and regulations promulgated by the Association pertaining to ownership and maintenance of Pets. Pets may not be kept, board, or maintained for any commercial purpose. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written notice from the Board of Directors. Unit Owners shall hold the Association harmless from any claim resulting from any action of their Pets. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

(i) All clothes dryers will have lint filters which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept clean in good order and repair by the Unit Owner.

(j) No signs, window displays or advertising visible from outside a Unit (except for a name plate or sign not exceeding nine square inches in area, on the main entrance door to each Unit and which is approved by the Board of Directors) shall be maintained or permitted in any part of a Unit.

(k) No Owner shall erect antennae, awnings or other exterior attachments, or place any reflective material in the windows of a Unit or on the Balcony thereof, including the placement or installation of any equipment or materials on the roof of the Building.

(l) All window coverings visible from any portion of the exterior of the Condominium, including, without limitation, drapes, shades, shutters, and/or backings, shall be of design and materials consistent with the quality, standards and design of the Condominium and shall be white or off white in color. Any quality issues, questions or variances shall be subject to the approval of the Board of Directors. All Units facing The Strand or 25<sup>th</sup> Street must use, and may not remove or alter, the white wooden coverings or blinds installed by Declarant. The maintenance, repair, and replacement of such coverings or blinds shall be at the expense of the Owner of the Unit or as otherwise provided in the Governing Documents.

Section 11.3 *Leasing Restrictions.* A Unit may not be conveyed pursuant to a timesharing plan except as a part of the sales program of the Declarant, or for initial occupancy as a part of a binding purchase agreement. Residential Units may be rented, provided, all leases and rental agreements are in writing, the occupancy is only by the lessee, the lessee's family and guests, and subject to the requirements of the Declaration, the Articles, Bylaws and Rules and Regulations of the Association with a copy provided to the Association. All leases of a Unit shall include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Governing Documents against the tenant, provided the Association gives the Owner written notice to the last known address of Owner, of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action. The Commercial Units may be rented without the prior approval of the Association or inclusion of the foregoing provisions, but shall be bound by the Governing Documents as applicable to Commercial Units. The provisions of this section may not be added to, amended or deleted without the prior written consent of the Declarant as long as Declarant owns a Unit, and thereafter, by the Owners of the Commercial Owners.

## ARTICLE XII

### *Easements, Licenses and Encroachments*

Section 12.1 *Recording Data.* All easements and licenses to which the Condominium is currently subject are set forth on Exhibit "C" attached hereto. In addition, the Condominium may be subject to other easements or licenses granted by the Declarant pursuant to Article VIII of this Declaration.

Section 12.2 *Non-Exclusive Easements.* A Unit Owner and tenants of Units in the Condominium, and the members of their families and servants residing in their Units, and their guests and invitees, shall have a valid non-exclusive easement for the use of the Common Elements, the Owner's, guests and invitees of the Commercial Units shall not be entitled to use of the swimming pool, subject to reasonable regulation in the Rules and Regulations of the Association; *provided, however* that the Association may temporarily suspend the Unit Owner's rights under the easement for the failure to pay assessments or to abide by the Association's rules and regulations for use of the Common Elements and facilities.

Section 12.3 *Right of Ingress and Egress.* A Unit Owner has an unrestricted right of ingress and egress to his or her Unit. Such right of ingress and egress is perpetual and passes with the transfer of ownership of the Unit.

Section 12.4 *Encroachments.* If (a) any portion of the Common Elements or Limited Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) renovation of the Buildings; (ii) settling or shifting of the Building; (iii) any alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Association in accordance with this Declaration or the Bylaws; (iv) any repair or restoration of the Buildings (or any portion thereof) or any Unit or Limited Common Elements after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or a portion of any Unit or the Common Elements or Limited Common Elements then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

## ARTICLE XIII

### *Amendment of Declaration*

Section 13.1 *Amendment by Unit Owners.* Except as otherwise provided by the Act or this Declaration, including, without limitation, the provisions of Article VII, VIII, XVII and Article XI, and as limited by Article XVI herein, this Declaration, including the Plats and Plans, may be amended only by vote or agreement of Unit Owners to which at least 67 percent of the votes in the Association are allocated, or any larger majority this Declaration specifies. The procedure for amendment must follow the procedures of Section 82.067 of the Act.

Section 13.2 *Amendment by Board of Directors or Declarant.* The Board of Directors or the Declarant, if the Declarant owns a Unit that has never been occupied, may without a vote of the Unit Owners or approval of the Association amend the Declaration in any manner necessary to meet the requirements of the Federal National Mortgage Association, The Federal Home Mortgage Corporation, the Federal Housing Administration, or the Veterans Administration.

Section 13.3 *Amendment Restrictions.* This Declaration may not be amended without the written consent of Declarant which in any way modifies, reduces, or eliminates any of the rights granted to Declarant herein, including without limitation, Special Declarant Rights set forth in Article VII, Article VIII, Article XI, Article XVII and Article XXIII. The provisions of this section shall survive and remain effective following termination of the period of Declarant control or ownership as set forth in Section 8.3 herein.

#### **ARTICLE XIV**

##### *Amendments of Bylaws*

Section 14.1 *Amendment of Bylaws.* Except as otherwise provided by law or this Declaration, and as limited by Article XVI of this Declaration, the Bylaws may be amended only by vote or agreement of Members representing at least a majority of the vote to be cast at a meeting for which a quorum is obtained.

#### **ARTICLE XV**

##### *Termination*

Section 15.1 *Termination.* Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs must be agreed to by Unit Owners who represent at least 80 percent of the votes in the Association and by at least 51 percent of Eligible Mortgagees. Notwithstanding any lower requirement permitted by this Declaration or the Act, any actions to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the property must be agreed to by Unit Owners who represent at least 80 percent of the votes in the Association and by at least 67 percent of Eligible Mortgagees. Subject to the foregoing, termination of the Condominiums may be accomplished only in accordance with Section 82.068 of the Act.

**ARTICLE XVI**  
*Mortgage Protection*

**Section 16.1 *Notice of Actions.***

(a) The Association shall give timely written notice to each holder, insurer, or guarantor of a mortgage on any Unit in the Condominium of which it has received notice pursuant to subsection (b) of:

- (i) any condemnation or casualty loss that affects a material portion of the Condominium property or applicable Unit;
- (ii) any delinquency in the payment of assessments or charges owed by the Unit Owner more than sixty (60) days past due as to the applicable Unit;
- (iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
- (iv) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.

(b) A holder, insurer or guarantor of a mortgage on any Unit must notify the Association in writing of its name and address and inform the Association that it holds a security interest in a Unit. It must provide the Association with the Unit number and address of the Unit on which it holds a security interest.

**Section 16.2 *Consents.***

Notwithstanding any requirements permitted by this Declaration or the Act, no amendment of any material provision of the Governing Documents by the Association or the Unit Owners described in this Section shall be effective without notice as required by Section 16.1 above, without the vote of at least 67 percent of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act). A change to any of the following would be considered material:

- (i) voting rights;

- 
- (ii) increases in assessments that raise the previously assessed amount by more than 25%; assessment liens, or priority of assessment liens;
  - (iii) reductions in reserve for maintenance, repair, and replacement of Common Elements;
  - (iv) responsibility for maintenance and repairs;
  - (v) reallocation of interests in the General or Limited Common Elements, or rights to their use;
  - (vi) redefinition of any Unit boundaries;
  - (vii) convertibility of Units into Common Elements or vice versa or the combining of two or more adjacent Units;
  - (viii) expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium;
  - (ix) hazard or fidelity insurance requirements;
  - (x) imposition of any major material change in the restrictions on the leasing of Units;
  - (x) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
  - (xi) restoration or repair the Condominium (after damage or partial condemnation) in a manner other than that specified in the Governing Documents; or
  - (xii) any provisions that expressly benefit the mortgage holders, or guarantors.

Section 16.3 *Financial Statements.* To the extent the Association does not have an audited financial statement, any Eligible Mortgagee or Eligible Insurer shall have the right to have an audited financial statement prepared at its own expense.

Section 16.4 *Working Capital.*

(a) The Declarant shall establish a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or service. The initial working capital fund established by the Declarant for the benefit of and to be funded by the Association shall be in an amount that is at least equal to two (2) months of estimated Common Expenses for each Unit. Each Unit's share of the working capital fund shall be collected either at the time the sale of the Unit is closed or when the control of the Condominium is transferred to the Unit Owners, whichever is earlier. Any amounts paid into the working capital fund shall not be considered as advance payments of regular Common Expense assessments and shall be in addition to such assessments. The working capital fund shall be transferred to the Association for deposit to a segregated fund for use by the Association when control of the Association is transferred to the Unit Owners. Upon each subsequent transfer or sale of a Unit to a third (3<sup>rd</sup>) party, an additional working capital amount at least equal to two (2) months of estimated Common Expenses for such Unit shall be due and payable to the Association upon closing of such sale or transfer. All payments into the working capital fund shall be non-refundable.

(b) The Declarant shall not use this working capital fund to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while it is in control of the Association. Upon sale of an unsold Unit, the Declarant shall be entitled to reimburse itself for any funds it paid to the Association for an unsold Unit's share of the working capital fund by using funds collected at closing when the Unit is sold.

Section 16.5 *Reserve Fund.* The Association shall maintain an adequate reserve fund for the maintenance and repair of the Common Elements, which shall be funded from regular monthly assessments for the Common Expenses.



Section 16.6 *Insurance Requirements.* The Association shall purchase and maintain policies of insurance and fidelity bond coverage in accordance with the recommendations initially by Declarant, and thereafter, the Association.

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## ARTICLE XVII

### *Assessment and Collection of Common Expenses*

Section 17.1 *Apportionment of Common Expenses.* Except as otherwise provided by the Act or this Declaration, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Elements in Section 9.1 of this Declaration.

Section 17.2 *Common Expenses Attributable to Fewer than all Units.*

(a) Any Common Expenses associated with the maintenance, repair, or replacement of components or elements attached to, planted on, or a part of, patios, decks, exterior surfaces, trim, siding, doors, windows, and storage area shall be assessed against the Unit or Units to which the Limited Common Element is assigned as a Common Expense assessment. Any quality issues, questions or variances shall be subject to the approval of the Board of Directors. If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

(b) Any common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against that Unit.

(c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

(d) If a Common Expense is caused by the misconduct of a Unit Owner, the Association may assess that expense exclusively against the Unit Owner's Unit.

(f) Fees, charges, taxes, impositions, late charges, fines, collection costs and interest charged against a Unit Owner pursuant to the Governing Documents and the Act are enforceable as Common Expense assessments.

Section 17.3 *Responsibility for Assessment of Common Expenses.* The Board of Directors shall be responsible for levying and collecting general and special assessments for Common Expenses. For purpose of this Article XVII, "assessments" means regular and special assessments (including payments or obligations to reserve accounts), dues, fees, charges, interest, late fees, fines, collection costs, reasonable attorneys' fees, and any other amount due to the Association by the Unit Owner or levied against the Unit by Association, all of which are enforceable as assessments under Section 82.113 of the Act.

Section 17.4 *Lien.* The Association has a lien on a Unit for a Common Expense assessment levied against the Unit or fines imposed against its Unit Owner from the time the Common Expense assessment fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to a Common Expense assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment becomes due.

A lien for Common Expense assessments will not be affected by the sale or transfer of the Unit, unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Unit Owner from paying further assessments.

Section 17.5 *Priority.* The Association's lien for assessments has priority over any other lien, except as otherwise provided in Section 82.113(b) of the Act.

Section 17.6 *Commencement of Common Expense Assessments.* Monthly Common Expense assessments shall begin on the date of closing of a conveyance to a Unit Owner other than the Declarant and shall be due on the first day of each subsequent calendar month thereafter, without notice. Declarant shall pay the pro rata share of assessments for all unsold Units beginning one hundred eighty (180) days after the first Unit (excluding shell units) is conveyed and continuing thereafter until Declarant has sold or conveyed all Units owned by Declarant. The initial monthly Common Expense assessment shall be not less than \$300.00 per Unit for Residential Condominium Units per month prorated for the first month from the date of closing, and with one (1) full monthly assessment prepaid at closing, together with an initial reserve assessment upon closing in an amount equal to two (2) monthly assessments as a reserve for

capital expenditures as set forth in Section 16.4(a). The initial monthly assessment for the Commercial Units shall be \$300.00 commencing on the effective date of this Declaration, with the exception that the initial monthly assessments for the Commercial Unit in the north corner of the Condominium shall be \$200.00 per month and thereafter shall never exceed two-thirds (2/3) of the amount of the monthly assessments for the Residential Units.

**Section 17.7 *No Waiver of Liability for Common Expenses.*** No Unit Owner may become exempt from liability for payment of Common Expense assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the Common Expense assessments are made.

**Section 17.8 *Personal Liability of Unit Owners.*** The Unit Owner of a Unit, at the time a Common Expense assessment or portion of the assessment is due and payable, is personally liable for the Common Expense assessment or portion of the assessment is due and payable, is personally liable for the Common Expense assessment, which is secured by a continuing lien on the Unit Owner's Unit.

Personal liability for such Common Expenses assessments shall not pass to a successor in title to the Unit unless the successor agrees to assume the obligation.

**Section 17.9 *Remedies for Failure to Pay Assessments.*** The Association's remedies for a Unit Owner's failure to pay assessments levied by the Association include, but are not necessarily limited to, those remedies set forth in Section 82.102 and 82.113 of the Act.

## **ARTICLE XVIII**

### ***Interest Rate***

**Section 18.1 *Interest on Delinquent Assessments.*** In the event of default in the payment of any monetary obligation to the Association, a Unit Owner shall be obligated to pay interest on the principal amount, from the due date, at a rate to be determined, from time to time, by the Board of Directors, not to exceed the maximum permitted by law.

**Section 18.2 *Default Interest Rate.*** If the Board of Directors shall refuse or fail, from time to time, to determine a rate of interest, the rate of interest shall the highest maximum rate permitted by law.

## ARTICLE XIX

### *Right to Assign Future Income*

Section 19.1 *Right to Assign Future Income.* The Association may assign its right to future income, including the right to receive Common Expense assessment, only by the affirmative vote of Unit Owners to which at least 51 percent of the votes in the Association are allocated, at a meeting called for that purpose and only after payment of all accrued and outstanding expenses and after making provision for the payment of all ordinary operating expenses of the Condominium for the period during which the right to future income, including the right to receive Common Expense assessments, has been assigned.

## ARTICLE XX

### *Persons and Units Subject to Governing Documents*

Section 20.1 *Compliance with Governing Documents; Uniform Applicability.* All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Governing Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the occupancy of a Unit constitutes agreement that the provisions of the Governing Documents are accepted and ratified by that Unit Owner, tenant, mortgagee or occupant. To the extent there are unsold Units owned by the Declarant, the Declarant shall enjoy the same duties as any other Unit Owner would as they relate to each individual unsold Unit. So long as the Declarant owns one or more Units, the Declarant shall be subject to the provisions of the Governing Documents.

Section 20.2 *Adoption of Rules.* The Board of Directors may adopt and amend rules and regulations regarding the use and occupancy of Units as it affects the Common Elements, the Limited Common Elements and the activities of occupants.

## ARTICLE XXI

### *Damage to or Destruction of Property*

Section 21.1 *Duty to Restore.* Subject to Section 82.111 of the Act, a portion of the Condominium for which insurance is required under Section 82.111 that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) the Condominium is terminated;
- (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- (c) at least 80 percent of the Unit Owners, including each Unit Owner of a Unit or assigned Limited Common Element that will not be rebuilt or repaired, and 51 percent of Eligible Mortgagees vote to not rebuild.

Section 21.2 *Cost.* The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

## ARTICLE XXII

### *Condemnation*

Section 22.1 *Condemnation.* If part or all of the Condominium is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 82.007 of the Act.

## ARTICLE XXIII

### *Rights of Action*

Section 23.1 *Rights of Action.* The Association and any aggrieved Unit Owner shall have a right of action against the Declarant, a Unit Owner or any other person who fails to comply with the provisions of the Governing Documents or the decisions made by the Association. A Unit Owner has a right of action against the Association for a violation of the Governing Documents or the decision of the Association.

Section 23.2 *Arbitration.* Any controversies, claims or disputes involving Declarant, its representatives, the Association, the General Contractor for Declarant, or any Unit Owner which cannot be resolved by good faith negotiations shall be resolved by mandatory and binding arbitration and the following shall apply: (a) the arbitration shall be decided by one (1) arbitrator. The parties shall choose a mutually acceptable arbitrator, and in the event the parties cannot agree on the selection of the arbitrator, each party shall choose an arbitrator and those two (2) arbitrators shall agree upon the appointment of a third arbitrator who shall be the sole arbitrator; (b) the fees for the arbitration shall be shared equally by the parties and reimbursed to the prevailing party by the non-prevailing party, and such fees shall be consistent with the fees

currently charged by arbitrators in Galveston County, Texas without regard to the amount in controversy; and (c) a final binding award by the arbitrator shall be made within thirty (30) days from the date of the first notice of the dispute unless extended by mutual agreement or good reason by the arbitrator. All decisions by the Arbitrator shall be final, and any judgment upon the award rendered by the Arbitrator may be confirmed, entered and enforced in any court having proper jurisdiction.

## **ARTICLE XXIV**

### *Miscellaneous*

Section 24.1 *Appointment of Attorney-in-Fact.* Each Unit Owner, by acceptance of a deed or other instrument of conveyance from Declarant or from any Unit Owner or grantor resulting in ownership of a Unit, shall be deemed to appoint the Association as his or her true and lawful attorney-in-fact (which shall be deemed to be irrevocable power of attorney coupled with an interest and not voidable due to the incapacity or disability of an Unit Owner) to act in connection with all matters concerning the maintenance of insurance policies and the destruction, repair or obsolescence of the Condominium, in whole or in part. Without limiting the generality of the foregoing, the Association, by and through its President or Vice President, shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefore, to collect proceeds, to institute and prosecute litigation or arbitration, to pay all costs associated with its activities as Common Expenses (to the extent the proceeds received from such insurance are not adequate to pay such costs), to administer the distribution of such proceeds in connection with any reconstruction or repair, to distribute any remaining proceeds to Unit Owners and their mortgagees (subject to the provisions of the Governing Documents and the Act) as their interests may appear, to execute releases of liability, and to execute all documents and to do all things on behalf of the Unit Owners and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Association in regard to such matters (other than exercising any voting rights in determining whether to repair or reconstruct). The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit (except to the extent available by endorsement as herein provided) or covering the liability of any Unit Owner for occurrence not caused or connected with the Association's operation, maintenance or use of the Condominium.

**Section 24.2 Security.** The Association and/or Declarant shall not in any way be considered an insurer or guarantor of security within the property. Neither shall the Association be held liable for any loss or damages by reason of failure to provide adequate security of ineffectiveness of security measures undertaken. The Association does not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems will in all cases provide the detection or protection for which the system is designed or intended. The Association is not an insurer and each owner and occupant of any Unit and each tenant, guest and invitee of any owner assumes all risks for loss or damage to persons, to Units and to the contents of Units and acknowledges that the Association has made no representations or warranties nor has the Association, any owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems recommended or installed or any security measures undertaken within the property.

**Section 24.3 Captions.** The captions contained in the Governing Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Governing Documents or the intent of any provision thereof.

**Section 24.4 Gender.** The use of the masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of the Governing Documents so requires.

**Section 24.5 Waiver.** No provision contained in the Governing Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 24.6 Invalidity.** The invalidity of any of the Governing Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and if a provision is invalid, all of the other provisions of the Governing Documents shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by a general partner and duly authorized agent this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**PANAMA VENTURE, LTD., a Texas limited partnership**  
By: Sidlak Corporation, its general partner

By: \_\_\_\_\_  
**ANDREW KALDIS, President**

**THE STATE OF TEXAS           §**  
**COUNTY OF GAVLESTON       §**

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, personally appeared ANDREW KALDIS, as President of SIDLAK CORPORATION, the general partner of PANAMA VENTURE, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of such corporation and partnership.

\_\_\_\_\_  
Notary Public in and for the State of Texas



**EXHIBIT "A"**  
**(Declaration)**

**DESCRIPTION OF LAND**

**EXHIBIT "B"**

**(Declaration)**

**SITE PLAN AND FLOOR PLANS**

**EXHIBIT "C"**

**(Declaration)**

**EASEMENTS AND LICENSES**

# **EASEMENTS AND LICENSES**

**(Exhibit "C" to Declaration)**

1. **Any and all easements, licenses and covenants of record in the Official Public Records of Real Property of Galveston County, Texas, including the following:**
  - A. **Restrictive Covenants as set out in Volume 3151, Page 872, in the Office of the County Clerk of Galveston County, Texas. (including option to repurchase) and amended under Film Code No. 001-81-1817 and under Film Code No. 001-58-0171;**
  - B. **Continuing option to repurchase said property on each and every sale thereof, as described in instrument of record on Film Code No. 001-58-0171, in the office of the County Clerk of Galveston County, Texas;**
  - C. **Restrictive Covenant Agreement as set out under Film Code Nos. 012-25-0372 and 017-11-0652 in the Official Public Records of Real Property of Galveston County, Texas;**
  - D. **Easement rights as retained in instrument filed for record in the office of the County Clerk of Galveston County, Texas, on June 28, 2002, under Clerk's File No. 2002037422;**
  - E. **Rights of tenants and assigns, as tenants only, under currently effective lease agreements;**
  - F. **Option to repurchase as set forth in instrument recorded in Volume 3151, Page 872, of the office of the County Clerk of Galveston County, Texas (as to subsequent conveyances); and**
  - G. **Option to repurchase as set forth in instrument recorded under Clerk's File No. 2002037422 of the Real Property Records of Galveston County, Texas.**
  
2. **In addition to the foregoing, the Declarant reserves the right to grant easements for the purpose of parking in and access to the parking areas on the Condominium Property, construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Condominium property for the purpose of furnishing utility and other services to the Condominium, and to grant easements to public utility companies for the purpose of furnishing utility and other services to the Condominium.**



**CERTIFICATE OF AMENDMENT  
TO THE BYLAWS OF  
PANAMA HISTORIC HOMEOWNERS ASSOCIATION**

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

The undersigned, being two of the duly elected, qualified, and acting Officers of Panama Historic Homeowners Association, a Texas non-profit corporation, the corporation set forth and described in that certain "Declaration of Panama Historic Condominiums" recorded under County Clerk's File Number 2005045439 and 2005062211, both in the Official Public Records of Galveston County, Texas, and any amendments thereto; the undersigned Officers do hereby certify that the attached is a true and correct copy of the Amendment to the Bylaws of Panama Historic Homeowners Association as approved by the written consent of the Members in accordance with Article XI of the Bylaw; the attached Amendment having been approved by the written consent of Members representing in excess of a majority of the votes entitled to be cast in lieu of a meeting pursuant to Article XII, Section 12.6 of the Bylaws. The undersigned Officers further certify that the proposed amendment was delivered and/or made available to all members at least ten (10) days before the effective date of the Amendment, which was/is August 29, 2009.

**TO CERTIFY WHICH** witness my hand this 1<sup>st</sup> day of October 2009.

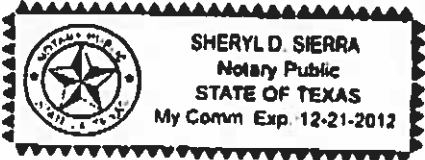
Clyford Johnson  
(signature)  
Clyford Johnson  
(name printed)  
PRESIDENT (Title), Panama Historic Homeowners Association, a Texas non-profit Corporation

and

*Mary S Naschke*  
(signature)  
MARY S NASCHKE  
(name printed)  
SECRETARY (Title), Panama Historic Homeowners Association, a Texas non-profit Corporation

STATE OF TEXAS §  
COUNTY OF Galveston §

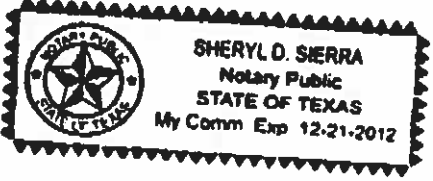
This instrument was acknowledged before me on the 1 day of October, 2009, 2009 by MARY S NASCHKE, Secretary of Panama Historic Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.



*Sheryl D Sierra*  
Notary Public/State of Texas

STATE OF TEXAS §  
COUNTY OF Galveston §

This instrument was acknowledged before me on the 1 day of October, 2001 by Clifford Johnson, President of Panama Historic Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.



*Sheryl D Sierra*  
Notary Public/State of Texas

**AMENDMENT TO BYLAWS**

**RESOLVED**, that Article III (Board of Directors), Section 3.3 of the Bylaws shall be amended by deleting the existing Section 3.3 in its entirety, and replacing same with the following:

**"Section 3.3 Qualification.** No person shall be eligible for election or appointment to the Board of Directors unless such person is a Member and Owner of a Unit. Co-Owners of a single Unit may not serve on the Board of Directors at the same time. Co-Owners of more than one Unit may serve on the Board of Directors at the same time, provided the number of co-owners serving at one time does not exceed the number of Units they co-own. No Member may be elected or appointed as a Director if any assessment against the Member or such Member's Unit is delinquent at the time of election or appointment. No Member may continue to serve as a Director if any assessment against the Member or such Member's Unit is delinquent more than 60 days."

**FURTHER RESOLVED**, that Article IV (Officers), Section 4.1 of the Bylaws shall be amended by deleting the existing Section 4.1 in its entirety, and replacing same with the following:

**"Section 4.1 Designation.** The Principal offices of the Association shall be the President, the Secretary, and the Treasurer. The Board of Directors may appoint one or more Vice Presidents and such other officers and assistant officers as it deems necessary. Any two offices may be held by the same person, except the offices of President and Secretary. If an officer is absent or unable to act, the Board of Directors may appoint a Director to perform the duties of that officer and to act in place of that officer, on an interim basis. All officers must be members."

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Mary Ann Daigle*

2009056393

CG:4793

October 09, 2009 09:52:45 AM

FEE: \$24.00

Mary Ann Daigle, County Clerk