

CONDOMINIUM DECLARATION

FOR

MUSTANG ISLE CONDOMINIUM

THE STATE OF TEXAS §
COUNTY OF NUECES §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, James H. Bryan and Donald C. Moore, hereinafter called "Developers", are the owners in fee simple of that certain tract or parcel of land which is composed of the following described lot, hereinafter referred to as the "project tract of land", to-wit:

Being Lot Ten (10), Block Twenty-Four (24), of the State Land Survey of Mustang Island, Nueces County, Texas, and being more particularly described by metes and bounds as beginning at the South corner of Survey No. Six (6), Block No. 25; thence S. 37° 02' W. 47.6 vs.; thence N. 52° 58' W. 119 vs.; thence N. 37° 02' E. 47.6 vs.; thence S. 52° 58' E. 119 vs. to the place of beginning,

which property is described on the attached map or plat thereof marked Exhibit "A" which by this reference is made a part hereof; and,

WHEREAS, Developers have developed and improved said project tract of land by erecting and constructing a condominium apartment project thereon, consisting of one (1) two-story apartment building, the said one (1) building containing a total of thirty-four (34) individual apartments, together with certain improvements, structures and facilities as part thereof and appurtenances thereto, which condominium apartment is designated and shall be known as "Mustang Isle Condominium"; and,

WHEREAS, the Developers intend by this Declaration to submit said project tract of land and the said apartment building, and other improvements, structures and facilities thereon, hereinafter collectively referred to as the "project property", to the provisions of and the condominium regime established by the Condominium Act of the State of Texas (hereinafter referred to as the "Act") so as to thereby establish a condominium regime under said Act and in respect to the project property;

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(4) Exhibit "A", above referred to, is a survey plat which depicts said land as above described and the location of the two-story multiple-unit apartment building located thereon, denoted as Building A.

(5) The multiple-unit apartment building, shown and denoted on the above mentioned plat, is generally described as follows:

Building A--containing thirty-four (34) apartments, numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building A, hereto attached marked Exhibit "B" and Exhibit "C".

(6) The thirty-four (34) apartment spaces above described and which shall be individually conveyed and owned, each have a direct exit to a thoroughfare or a given common space leading to a thoroughfare, are of the two (2) following types:

Type 1 (1 BR)	Approximately 500 square feet
Type 2 (2 BR)	Approximately 754 square feet

(7) The undivided title and interest of each owner of an apartment space in the general common elements of the property defined in paragraph 8, below, and their proportionate share in the common expenses of said general common elements, as well as the proportionate representation for voting purposes in the meeting of the Council of Co-Owners of this condominium project, is as follows, to-wit:

Type 1 - 2.824%
Type 2 - 3.322%

The above percentages fixing the undivided interest of each apartment owner in the general common elements and his share of the common expenses and voting representation cannot be changed except by the written consent of each and every owner and mortgagee of an apartment unit in this condominium project, duly executed,

acknowledged and filed for record as a partial amendment to this Declaration and Developers, their successors, assigns and grantees and their successors, heirs, executors, administrators, devisees and grantees hereby covenant and agree that the elements constituting an apartment unit, that is the individual apartment and the undivided interest in the general common elements allocated to it, shall be held and owned together and such elements shall not be separated or separately sold, conveyed or otherwise disposed of or encumbered.

(8) The "general common elements" of the property and of this project include and are defined as all of the project tract of land above described and the building, structures and improvements thereon, save and except the thirty-four (34) individual apartment spaces contained in said multiple-unit apartment building which are to be individually and separately owned, and specifically included, but is not limited to, all land, the building foundation, bearing walls and columns, roofs, common hallways, lobbies, stairways, entrances, exits, or communication ways, yards, gardens, pavement, pipes, wires, conduits, and other facilities serving the project, and the other elements or items herein or in said Act defined as common elements of the property, and in general, such common elements shall consist of all the land and improvements and appurtenances of every type thereon, excepting said apartment spaces which are to be individually and separately conveyed and owned.

(9) The following portion of the general common elements are hereby set aside and allocated for the restricted use of the respective apartment spaces as is below designated, and said elements shall be known, only so far as the use thereof is concerned, as "limited common elements" but such restriction as to use shall not affect the ownership of same, and the same shall be owned as part of the general common elements, to-wit: (a) patios

for apartments 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, Building A, as more fully described in Exhibit "B", attached hereto and made a part hereof, to which reference is hereby made for all purposes; (b) balconies for apartments 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34, Building A, as more fully described in Exhibit "C", attached hereto and made a part hereof, to which reference is hereby made for all purposes, and the use of said areas is hereby restricted to the owners of said apartments.

(10) Said Developers, their heirs and assigns, by this Declaration, and all future owners, lessees, tenants or other occupants of the apartment units in this project, by their acceptance of their deeds, leases, rental agreements or possession of any such apartment unit, hereby covenant and agree as follows:

(a) That the common elements, both general and limited, shall remain undivided and shall not be the object of an action for partition or division of the co-ownership so long as suitable for a condominium regime.

(b) That the apartment units shall be occupied and used only for residential purposes, as a private dwelling or rental unit, and that no professional, business or commercial use shall be made of the same. This restriction is for the benefit of all apartment units in this condominium project and, in addition to other rights or remedies, any violation or threatened violation hereof may be enjoined or prevented by suit for injunction at the instance of any owner or owners of other apartment units or the Board of Administration of this condominium regime.

(c) The owners of the respective apartment spaces shall not be deemed to separately own the basic structural and supporting portions of the perimeter walls, and/or bearing walls, floors and ceilings surrounding his respective apartment space, nor shall such owner be deemed to separately own pipes, wires, conduits or other public utility lines running through said

respective apartment spaces which are utilized for or serve more than one apartment space, but the same shall be owned as tenants in common as part of the common elements of the property; however, each apartment owner shall have an easement in the interest of the other owners in and to the aforesaid elements and facilities as shall be necessary for the support, maintenance, use and enjoyment of his apartment; such owner, however, shall be deemed to separately own the walls and partitions which are contained within the perimeter walls of said owner's respective apartment space, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings and the facilities, fixtures and equipment built or placed in said apartment space for the exclusive service and convenience of such apartment space.

(d) The owners of the respective apartment spaces agree that if any portion of the common elements encroaches upon the apartment space, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any portion of any multiple-unit apartment building is partially or totally destroyed, and then rebuilt or reconstructed, the owners of apartment spaces agree that valid easements shall exist for any resulting encroachments.

(e) The owner of an apartment unit, upon acquisition of same, shall automatically become a member of the Council of Co-Owners of this condominium project, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership shall automatically cease. The Council of Co-Owners shall elect from among its members a Board of Administration to consist of not less than three (3) members, who shall serve in such office without pay or compensation for such term as specified in the By-Laws of this condominium project or until their successors are duly elected in accordance with the provisions of such By-Laws. Such Board of Administration shall

MILLER MACO 894

manage and govern the affairs of the Council of Co-Owners, and it shall have such powers, functions, authority, duties, obligations and responsibilities as shall be specified in said By-Laws and/or as may be delegated to it from time to time by the Council of Co-Owners.

(f) The owners of apartment units agree that the government and administration of the condominium shall be in accordance with this Declaration and the By-Laws which are attached hereto as Exhibit "D" and made a part hereof which By-Laws may be amended from time to time by the Council of Co-Owners in accordance with the provisions thereof, and any and all such amendments, duly certified to by the presiding officer of the Board of Administration or other person authorized to make such certifications of such By-Laws, shall be filed for record as a partial amendment to said Exhibit "D" attached hereto.

(g) That each owner, tenant or occupant of any apartment unit shall comply with the provisions of the Declaration, the By-Laws, and the valid decisions and resolutions of the Council of Co-Owners, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages, and/or for injunctive relief.

(h) This Declaration shall not be revoked or any of the provisions hereof amended unless all of the owners of the apartment space in this condominium project and all of the mortgagees or beneficiaries of mortgagees or deeds of trust covering the apartment units unanimously agree to such revocation or amendment by duly recorded instruments.

(i) All owners of apartment units in this condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by the Council of Co-Owners, or by the Board of Administration when authorized to do so by the

By-Laws of this project or by resolution of said Council of Co-Owners, their pro-rata share, in the percentages above fixed and set out for each apartment unit, of the expenses of administration, upkeep, maintenance and repair of the general common elements of this project, and in the proper care of the limited common elements, as any and all such common elements are described and defined in this Declaration, and of any other valid expense or charge assessed pursuant to authority given by said Act, or this Declaration or said By-Laws, each of which assessments shall become due and payable within ten (10) days from the date each such assessment is made unless otherwise specified in the By-Laws, and such assessments shall become liens against the respective apartment units for their pro-rata share thereof at the time such assessments become due and payable unless otherwise specified in said By-Laws. No owner shall be exempt from contributing toward such expense, charges, costs, or assessments by waiver of the use or enjoyment of the common elements, either general or limited, or by abandonment of the apartment belonging to him.

(11) All liens for assessments made by the Council of Co-Owners, or by the Board of Administration when authorized to do so as aforesaid, shall be prior to other liens, except that such liens for said assessments shall be subordinate, secondary and inferior to (1) all liens for taxes or special assessments levied by the city, county, and state governments or any political subdivision or special district thereof, and (2) liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of such assessment for common expenses become due. Such lien for assessments herein provided for may be foreclosed, without prejudice and subject to the aforesaid prior liens, by suit by the Board of Administration or any authorized officer thereof, acting in behalf of the Council of Co-Owners, in like manner as mortgages on real

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property. No such foreclosure shall affect or impair any such prior liens. The Board of Administration or any authorized officer thereof, acting in behalf of the Council of Co-Owners of the apartment units in this project, shall have power to bid in the apartment unit foreclosed on at the foreclosure sale, and to acquire, hold, lease, mortgage and convey the same in behalf of such Co-Owners. The purchaser acquiring title to such apartment unit at such foreclosure sale, whoever he may be, and his successors and assigns, shall not be liable for the share of the unpaid common expenses or assessments by the Council of Co-Owners chargeable to such apartment unit which became due prior to acquisition of such title at such foreclosure sale, but such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the owners of the apartment units in this project, including such purchaser or acquirer, his successors and assigns, on a pro-rata basis.

(12) Each apartment space shall be used and occupied only as a single-family dwelling and residential housing accommodation, or for rental purposes, and no apartment space shall be altered, remodeled, subdivided or converted into more than one dwelling unit or housing accommodation.

(13) Upon the sale or conveyance of an apartment unit, all unpaid assessments against the selling Co-Owner for his pro-rata share of the common expenses and charges shall be first paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

- (a) Assessments, liens and charges in favor of state and any political subdivision thereof for taxes due and unpaid on the apartment unit; and
- (b) Amounts due under mortgage instruments duly recorded.

(14) Any purchaser of an apartment unit upon request prior to his purchase shall be entitled to a statement from the Board of Administration as to the amount of the unpaid assessments and charges against the particular apartment unit to be sold and purchased, and such purchaser shall not be liable, nor shall the apartment unit sold be subject to any lien for any unpaid charge or assessment made by the Council of Co-Owners against the Seller or his apartment unit in excess of the amount set forth in said statement for the period covered by such statement. Further provided, that any existing mortgagee of an apartment unit under a mortgage instrument duly recorded shall be entitled upon written request at least annually to a statement from the Board of Administration regarding any unpaid assessments due from the owner of such apartment unit, but the failure of such statement to recite any unpaid assessment shall not relieve the owner from liability therefor nor affect any lien therefor.

(15) The Council of Co-Owners may, upon resolution of a majority, or if required or provided for in the Declaration or the By-Laws, obtain and continue in effect blanket property insurance to insure the building and the owners thereof against risks of whatever character, without prejudice to the right of each Co-Owner to insure his own apartment on his own account and for his own benefit. Such insurance may be written in the name of the Council of Co-Owners or any person designated in the By-Laws or this Declaration as a trustee for each apartment owner and each apartment owner's mortgagee, if any. Each Co-Owner and his mortgagee, if any, shall be a beneficiary, even though not expressly named, in the percentages or fractions established in paragraph 7 of this Declaration. The insurance cost and premiums for any blanket insurance coverage shall be a common expense to be paid by monthly or other periodic assessments as determined by the Board of Administration or the Council of Co-Owners, and all such

ARTICLE 633

payments collected on insurance shall be used solely for the payment of such insurance cost or premiums as the same become due. Each Co-Owner shall pay his pro-rata share of the cost of such insurance in proportion to his beneficial interest therein.

(16) In case of fire or other disaster or damage to or destruction of any property subject to this Declaration, the insurance proceeds shall be applied or disbursed, and the repair, reconstruction or disposition of such property and the obligations of the Co-Owners shall be as provided for by Sections 20 and 21, and any other pertinent or applicable provisions of the Texas Condominium Act.

(17) If the owner of any apartment unit in this condominium project shall desire to sell his apartment unit and receives an offer for the purchase of same which he would be willing to accept, such owner shall not sell such apartment unit without first giving the Board of Administration of this condominium project the right of first refusal to purchase such apartment unit, in behalf of the Council of Co-Owners of this project, for the same terms and conditions as stipulated in such offer received. Such right of first refusal shall be given by written notice to the Board of Administration which shall be transmitted by U. S. REGISTERED MAIL or CERTIFIED MAIL, with return receipt requested, and shall set out the price, terms and conditions stipulated in said offer received and the name and address of the person making such offer; and such notice shall be deemed given as of the date of such registered or certified mailing as evidenced by the post office receipt therefor. If such Board of Administration shall not elect to purchase said apartment unit for such price and on such terms and conditions specified in said notice within thirty (30) days from date such notice is given, then such owner may sell said apartment unit to the person or persons making such offer, and in such case it shall be the duty and obligation of said Board of

Administration to certify in writing, to be duly acknowledged and in recordable form, that said selling owner has complied with all the provisions hereof and that such Board of Administration has declined to purchase such apartment unit. The Board of Administration is hereby authorized at its discretion to waive the provisions of this paragraph in respect to any apartment unit or units at any time, provided that each waiver shall be in writing to be duly executed and acknowledged and in recordable form; and, whenever any such waiver may be given by the Board of Administration in respect to any apartment unit or units, the owner or owners of such apartment unit or units in respect to which such waiver is given may sell the same without regard to the provisions of this paragraph and without giving the Board of Administration the right of first refusal to purchase the same.

(18) All notices, communications and remittances to the Board of Administration shall be sent to it at its mailing address which may be established from time to time and of which the owners in this project shall be notified.

(19) In the event any of the declarations or provisions hereof shall be finally held invalid or unenforceable by any Court of competent jurisdiction, the same shall not affect the validity or enforceability of any of the other declarations and provisions hereof. If any declaration or provision herein contained shall be susceptible of two or more interpretations, the interpretation which shall most nearly be in accord with the purposes and intents hereof shall govern.

(20) In the event of the omission herefrom of any declaration, stipulation or provision which shall be vital, necessary or expedient for the accomplishment of the purposes and intents of this Declaration, this Declaration shall not thereby fail, in whole or in part, but any and all omitted matter shall be supplied herein by inference and/or by reference to the provisions

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of the Texas Condominium Act under which this condominium regime is established, and such provisions of such Act are hereby made a part hereof by reference thereto.

DATED AND EXECUTED by the undersigned "Developers" this the 25 day of February, 1974.

DEVELOPERS:

James H. Bryan
James H. Bryan
Donald C. Moore
Donald C. Moore

THE STATE OF TEXAS §
COUNTY OF NUECES §

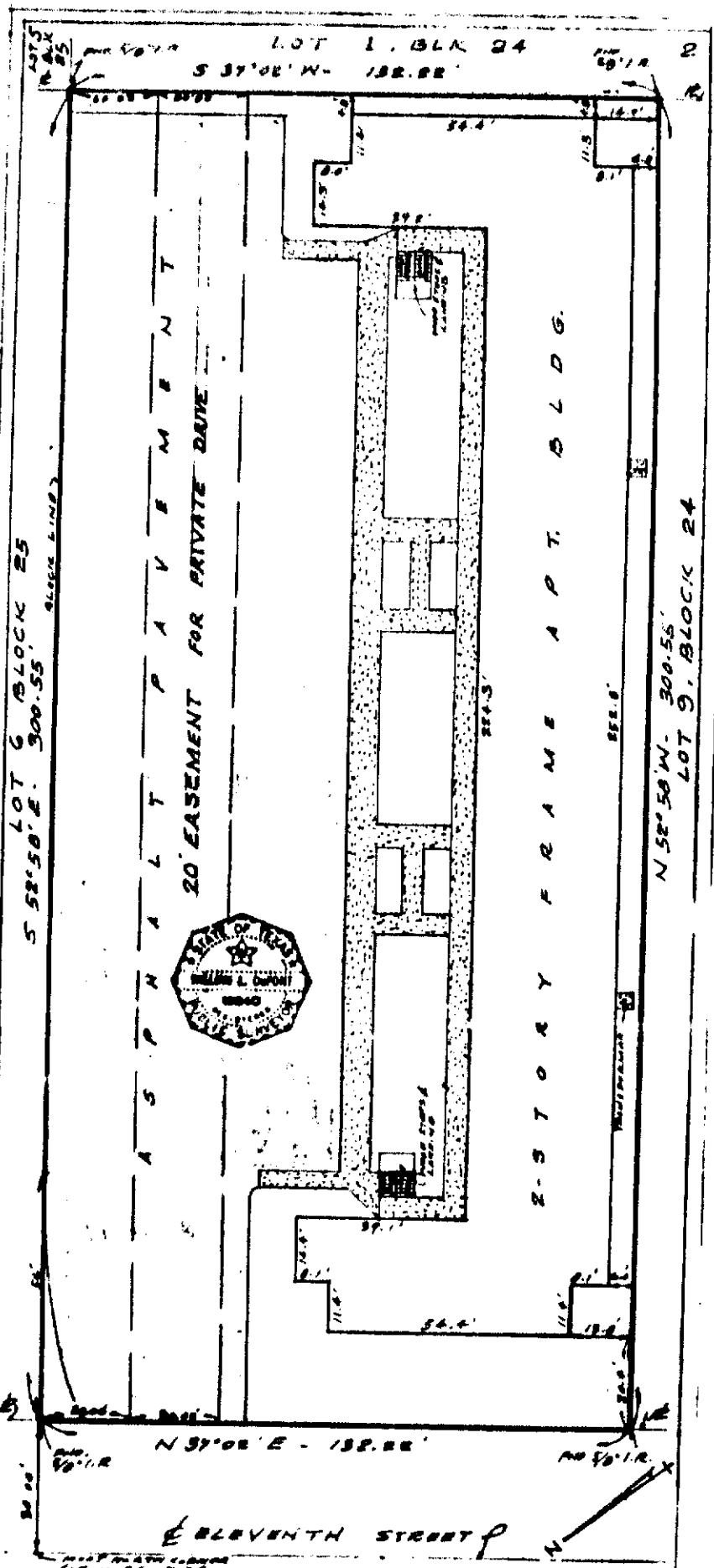
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared James H. Bryan and Donald C. Moore, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of February, 1974.

Margaret Holly
Notary Public in and for
Nueces County, Texas

MARGARET HOLLY
Notary Public in and for Nueces County, Texas
My Commission Expires June 1, 1975

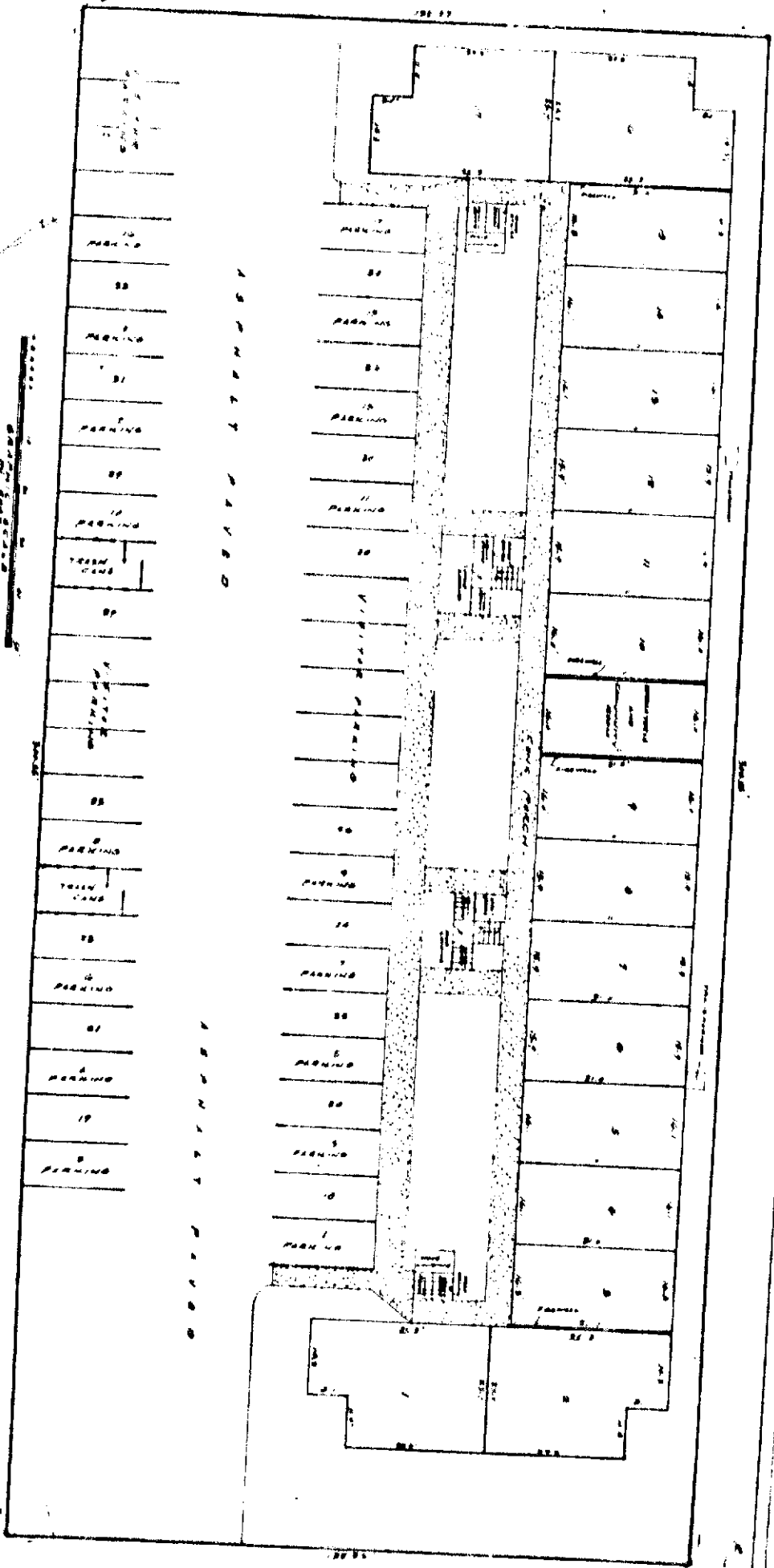




FOR US LIFE TITLE CO. O.P. 12201 P. 4 SCALE 1"=20'

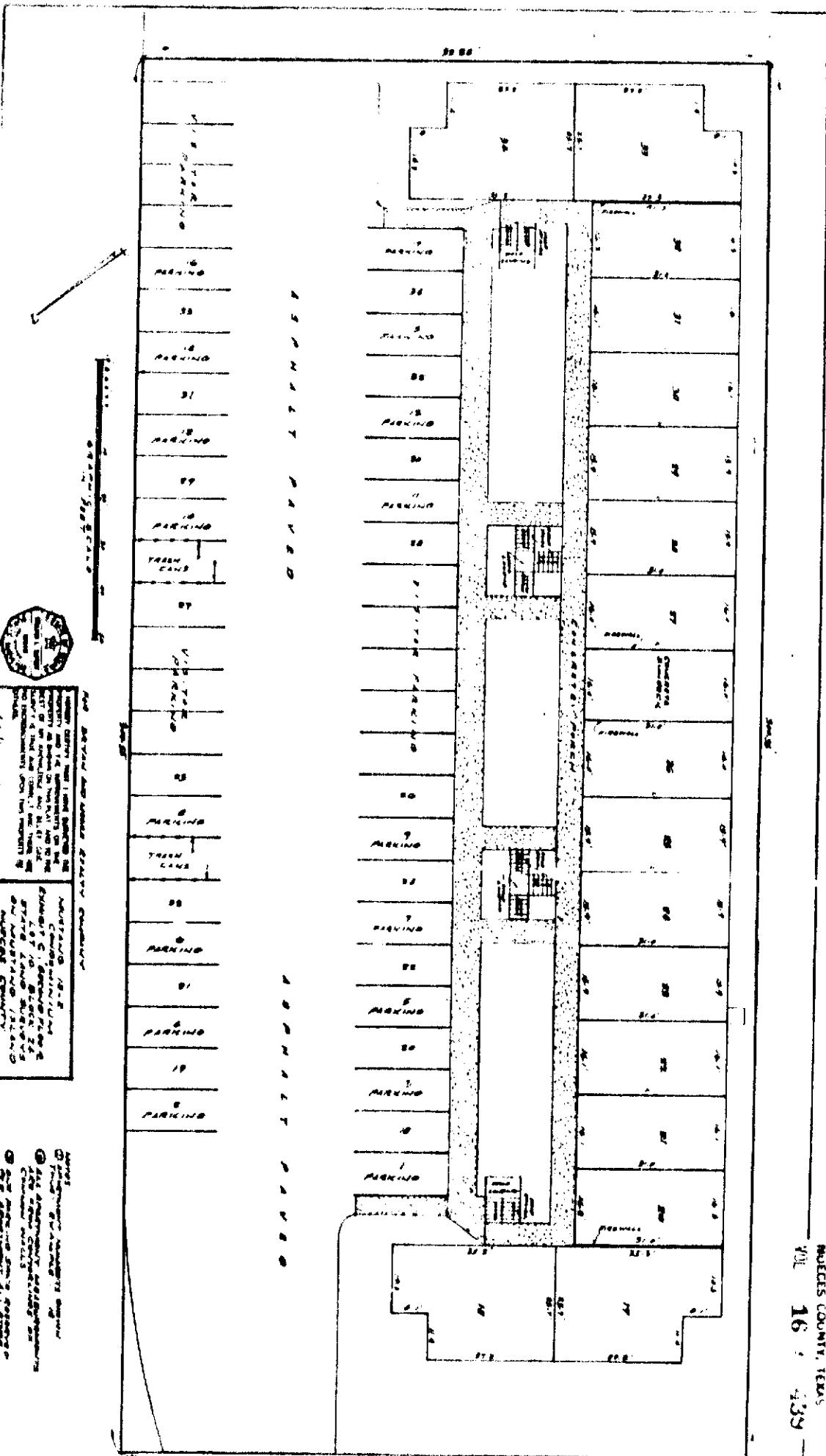
I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY AND THE IMPROVEMENTS ON THE PROPERTY AS SHOWN ON THIS PLAT, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID SURVEY IS TRUE AND CORRECT AND THERE ARE NO ENCROACHMENTS UPON THIS PROPERTY BY

SURVEY
LOT 10, BLOCK 24
STATE LAND SURVEYS
ON MUSTANG ISLAND
PORT ARANSAS
MARCES COUNTY, TEXAS



THE ABOVE AND UNDER SHOWN PROPERTY IS
 BEING OFFERED FOR SALE SUBJECT TO THE
 TERMS AND CONDITIONS SET FORTH IN THE
 INSTRUMENT OF SALE TO BE FILED IN THE
 PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
 AT THE OFFICE OF THE COUNTY CLERK, AT
 FORT WORTH, TEXAS, ON THE 15TH DAY OF
 APRIL, 1968.

① The above property is being offered for sale
 by the Tarrant County Clerk's Office
 under the terms and conditions set forth in the
 instrument of sale to be filed in the public records
 of Tarrant County, Texas, at the office of the
 County Clerk, at Fort Worth, Texas, on the 15th day
 of April, 1968.



THE ABOVE DEVELOPMENT SHALL BE CONSIDERED AS A RESIDENTIAL DEVELOPMENT AND THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL NECESSARY UTILITIES AND SERVICES TO THE DEVELOPMENT AND FOR THE PROVISION OF ALL NECESSARY LANDSCAPING AND OTHER SERVICES TO THE DEVELOPMENT.

APPROVED: 10-1-77
 DEVELOPER: G. J. [Name]
 ARCHITECT: [Name]
 ENGINEER: [Name]

NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

001.313 PAGE 904

EXHIBIT "D"

BY-LAWS OF
MUSTANG ISLE CONDOMINIUM

A CONDOMINIUM APARTMENT PROJECT

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

WHEREAS, James H. Bryan and Donald C. Moore, are the sole owners of the real property hereinafter described, and have improved and developed said property by constructing an apartment project thereon, consisting of one (1) multiple-unit apartment building, containing a total of thirty-four (34) individual apartments, together with certain other facilities and structures as appurtenances thereto, which apartment project is known as "Mustang Isle Condominium"; and

WHEREAS, James H. Bryan and Donald C. Moore desire to establish the By-Laws pertaining to the operation of said project;

NOW, THEREFORE, James H. Bryan and Donald C. Moore do hereby establish the following By-Laws governing the said Mustang Isle Condominium:

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

1. The Mustang Isle Condominium located on the following described land is hereby submitted to the provisions of the Texas Condominium Act:

Lot Ten (10), Block Twenty-Four (24), State Land Survey of Mustang Island, Nueces County, Texas, and being more particularly described by metes and bounds as beginning at the South corner of Survey No. Six (6), Block No. 25; thence S. 37° 02' W. 47.6 vs.; thence N. 52° 58' W. 119 vs.; thence N. 37° 02' E. 47.6 vs.; thence S. 52° 58' E. 119 vs. to the place of beginning.

2. The provisions of these By-Laws shall be applicable to the said Mustang Isle Condominium.

3. All present or future owners, tenants, future tenants, mortgagees, or future mortgagees, or the employees of either of them, or any person that might use the facilities of the

Mustang Isle Condominium in any manner, are subject to these By-Laws and to the Enabling Declaration. Any person, firm or corporation acquiring, leasing, occupying, or renting any of the units in Mustang Isle Condominium accepts and ratifies these By-Laws and the Enabling Declaration, and agrees that the terms and provisions of both will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUMS, PROXIES

1. Voting shall be on a percentage basis. The percentage of the vote to which each owner is entitled is the percentage established for undivided ownership in the general common elements by paragraph 7 of the Enabling Declaration.
2. As used in these By-Laws, the term "majority of owners" shall mean those owners possessing fifty-one (51%) percent of the total votes in accordance with the percentage established for undivided ownership in the general common elements by paragraph 7 of the Enabling Declaration.
3. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.
4. Votes may be cast in person or by proxy; proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

1. Island Management Corporation shall be designated as Agent and have the powers and duties necessary for the administration of the affairs of the Council of Co-Owners and may do all such acts and things as are not by law or these By-Laws directed to be done and/or exercised by the owners and in accordance with the Management Contract up until the time of the organizational meeting of the Mustang Isle Condominium Council of Co-Owners.

ROLL 313 PAGE 906

2. In addition to duties imposed by these By-Laws or by resolution of the Council of Co-Owners, the Agent shall be responsible for the following:

(a) Care, upkeep and surveillance of the condominium and the common elements and facilities and the limited common elements and facilities.

(b) Assessing and collecting the monthly assessments from the owners and any special assessments authorized by the Council of Co-Owners under Paragraph 10, Section i, of the Enabling Declaration.

(c) Keeping a book with a detailed account of the receipts and any other expenses incurred by, or in behalf of, the condominium. Both the book and the vouchers accrediting the entries made thereon shall be available for examination by all the Co-Owners at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and be audited at least once a year by an auditor outside of the organization.

(d) Designation and dismissal of the personnel necessary for the maintenance and operation of the condominium, the common elements and facilities and the limited common elements and facilities.

(e) Without limiting the rights of any owner, action may be brought by Agent, or other persons designated by the By-Laws or the Council of Co-Owners, in either case in the discretion of the Council of Co-Owners, on behalf of two or more of the apartment owners, as their respective interests may appear, with respect to any cause of action relating to the common elements of more than one apartment.

3. The Agent shall conduct this business for the Co-Owners for actual cost.

4. Agent shall have the right to engage in rental contracts with the individual owners, this being a contract with each owner at his option. Nothing herein shall require the owner to rent his unit and further nothing herein shall require the owner to use the Agent, any rental subsidiary of the Developers or any employee of the Agent or the Developers, it being understood that the owner may, at his discretion, either rent or not rent his unit, and if he does desire to rent his unit, he may use any rental agent he so desires.

5. All rentals or agreements with the owners shall be for the same prices for the same sized unit. One unit of the same size may not be rented for less than another of the same size.

ARTICLE IV

OFFICERS

1. The principal officers of the Council of Co-Owners shall be a President, a Vice-President and a Secretary-Treasurer, all of whom shall be elected by and from the Council of Co-Owners, and be known as the Board of Administration. The officers may appoint an Assistant Secretary-Treasurer and such other officers as in their judgment may be necessary.

2. The officers of the Council of Co-Owners shall be elected annually and shall hold office for one (1) year.

3. Upon an affirmative vote of a majority of the members of the Council of Co-Owners any officer may be removed, either with or without cause, and his successor elected at any regular meeting or at any special meeting called for such purpose.

4. The President shall be the chief executive officer. He shall preside at all meetings of the Council of Co-Owners. He shall have all of the general powers and duties, which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from the owners from time to time as he may decide is appropriate to assist in the conduct of the affairs of the Council of Co-Owners.

5. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Council of Co-Owners shall appoint some other member of the Co-Owners to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Council of Co-Owners.

6. The Secretary-Treasurer shall keep the Minutes of all meetings of the Council of Co-Owners and he shall have charge of such books and papers as may be directed, and he shall, in general, perform all the duties incidental to the office of Secretary. He shall also have responsibility for the funds and securities belonging to the Council of Co-Owners, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council of Co-Owners. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Council of Co-Owners in such depositories as may from time to time be designated by the Council.

ARTICLE V

OBLIGATIONS OF THE OWNERS

1. All owners of units in the condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by the Council of Co-Owners, or by the Board of Administration when authorized to do so by these By-Laws or by resolution of the Council of Co-Owners, their pro-rata part, in the same percentages established for undivided ownership of the general common elements by Paragraph 7 of the Enabling Declaration, of the expenses of administration, upkeep, maintenance, and repair of the general common elements of the condominium, and in the proper case, of the limited common elements, as any and all such

common elements are described and defined in said Declaration, and toward any other expense lawfully agreed upon by the Council of Co-Owners, each of which assessments shall become due and payable within ten (10) days from the date each such assessment is made, unless otherwise specified in the assessment. All such assessments shall pro-rata become liens against the respective units of the project at the time each of such assessments becomes due and payable, subordinate, however, to certain other liens as stated in the Enabling Declaration. These assessments may include, but are not limited to amounts necessary to pay premiums for a liability insurance policy, non-ownership vehicle liability, and an insurance policy to cover repair and reconstruction in case the improvements are damaged or destroyed by fire, earthquake, hurricane or other hazard, and bonds, and other insurance the Board of Administration may obtain. The President of the Council of Co-Owners is authorized to negotiate and settle, on behalf of the Co-Owners of such condominium, with any insurance company or companies insuring the Co-Owners of such condominium from any casualty or catastrophe loss to any portion of such condominium concerning any particular loss occurring to such property, including negotiating and settling with respect to final approval of repairs, signing proofs of loss, and accepting and endorsing checks from such insurance company or companies paying the amount of the loss as so negotiated and agreed upon. However, nothing included herein shall prejudice the right of each Co-Owner to insure his unit on his own account and for his own benefit.

2. Every owner must promptly perform all maintenance and repair work within his own unit, which if omitted would affect the property in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender. However, any repairs to the common elements in an individual unit and any damage to

ROLL 313 PAGE 910

an individual unit caused by the common elements shall be the obligation of all the unit owners.

3. All the repairs of internal installations such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.

4. An owner shall reimburse the Council of Co-Owners for any expenditures incurred in repairing or replacing any common elements and facilities damaged through his negligence.

5. All apartment units shall be used and occupied for residential purposes only.

6. An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Council of Co-Owners in writing, through the Management Agent, if any, or through the President of the Board of Administration, if no Management Agent is employed. The Council of Co-Owners through said Agent or President of the Board shall have the obligation to answer within ten (10) days, and failure to do so within said time shall mean that there is no objection to the proposed modification or alteration. However, if such owner shall be notified of any reasonable objection thereto, then such owner shall not make such structural modifications or changes.

7. An owner shall not place or cause to be placed in the lobbies, halls, vestibules, stairways, elevators, if any, or other areas of a similar nature, any furniture, packages or objects of any kind. These areas shall be used for no other purpose than for normal transit through them.

8. The Management Agent, if one is employed, or any other person authorized by the Board of Administration or the Council of Co-Owners may enter any apartment in case of serious

emergency originating in or threatening such apartment, whether the owner is present at the time or not.

9. An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

10. No resident of the condominium project shall post any advertisements or posters of any kind in or on the building except as authorized by the Board of Administration.

11. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents.

12. It is prohibited to hang garments, rugs or any other items from the windows or from any of the facades of the building.

13. It is prohibited to dust rugs or any other items from the windows, or to clean rugs or any other items by beating on the exterior part of the building.

14. It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

15. No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines, or air conditioning units, etc. on the exterior of the building or that protrude through the walls or the roof of the building, except as authorized by the Board of Administration.

16. Reasonable and customary regulations for the use of the recreation areas will be promulgated hereafter and publicly posted at such places. Owners and all occupants of units shall, at all times, comply with such regulations.

ROLL 313 PAGE 912

17. All pets on the condominium project shall be on a leash and attended by their owner at all times.

ARTICLE VI

AMENDMENTS

1. These By-Laws may be amended by the Council of Co-Owners in a duly constituted special meeting for such purpose or in any regular meeting. No amendment shall take effect unless approved by owners representing at least fifty-one (51%) percent of the total votes in accordance with percentages established for undivided ownership in the general common elements by Paragraph 7 of the Enabling Declaration.

ARTICLE VII

MORTGAGEES

1. An owner who mortgages his unit shall notify the Council of Co-Owners through the Agent, if any, or the Council of Co-Owners, giving the name and address of his mortgagee; and the Council of Co-Owners shall maintain such information in a book kept for that specific purpose.

2. The Council of Co-Owners shall, at the request of a mortgagee of a unit, report any unpaid assessments due from the owner of such unit.

ARTICLE VIII

COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Texas Condominium Act, Vernon's Annotated Civil Statutes of Texas, Article 1301a. In case these By-Laws conflict with the provisions of said Act, it is hereby agreed and accepted that the provisions of the Act will govern.

DATED AND EXECUTED by the undersigned "Developers" this the 25 day of February, 1974.

DEVELOPERS:

James H. Bryan
James H. Bryan
Donald C. Moore
Donald C. Moore

THE STATE OF TEXAS §
COUNTY OF NUECES §

ROLL 313 PAGE 913

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of February, 1974.



Margaret Holly
Notary Public in and for
Nueces County, Texas

MARGARET HOLLY
Notary Public in and for Nueces County, Texas
My Commission Expires June 1, 1975

STATE OF TEXAS
COUNTY OF NUECES

I hereby certify that this instrument was FILED on the date and at the time stamped herein by me, and was duly RECORDED, in the Volume and Page of the named RECORDS Nueces County, Texas, as stamped herein by me, on

MAR 5 1974



W. H. Long
COUNTY CLERK,
NUECES COUNTY, TEXAS

938252

FILED

FILED FOR RECORD

MAR 4 4 11 PM '74

W. H. Long

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NUECES COUNTY, TEXAS
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Mahoney, Heffer, Hates & Layton
Harbale Professional Bldg
P.O. Box 6369
05 24 15411