

CONDOMINIUM DECLARATION
FOR
CASA DEL MAR CONDOMINIUMS

Galveston, Texas

	<u>Page</u>
INTRODUCTORY	1
ARTICLE I - DEFINITIONS AND TERMS	
Paragraph 1.1 - DEFINITIONS AND TERMS	2
ARTICLE II - CONDOMINIUM UNIT DESIGNATIONS AND DESCRIPTIONS	
Paragraph 2.1 - RECORDATION OF PLAT	7
Paragraph 2.2 - DESIGNATION OF UNITS	7
Paragraph 2.3 - LIMITED COMMON ELEMENTS	7
Paragraph 2.4 - REGULATION OF COMMON AREAS	8
Paragraph 2.5 - INSEPARABLE UNITS	8
Paragraph 2.6 - DESCRIPTIONS	8
Paragraph 2.7 - ENCROACHMENTS	8
Paragraph 2.8 - GOVERNMENTAL ASSESSMENT	9
Paragraph 2.9 - USE AND OCCUPANCY RESTRICTIONS	9
Paragraph 2.10 - RESERVATION OF VARIANCE	15
Paragraph 2.11 - RESERVATION OF RIGHT OF MERGER AND ANNEXATION	15
ARTICLE III - RIGHTS AND OBLIGATIONS OF OWNERSHIP	
Paragraph 3.1 - OWNERSHIP	17
Paragraph 3.2 - PARTITION	17
Paragraph 3.3 - EXCLUSIVENESS OF OWNERSHIP	17
Paragraph 3.4 - ONE-FAMILY RESIDENTIAL DWELLING	17
Paragraph 3.5 - MECHANIC'S AND MATERIALMAN'S LIENS	17
Paragraph 3.6 - RIGHT OF ENTRY	18
Paragraph 3.7 - OWNER MAINTENANCE	18
Paragraph 3.8 - ALTERATION	18
Paragraph 3.9 - RESTRICTION OF OWNERSHIP	18
Paragraph 3.10 - LIABILITY FOR NEGLIGENT ACTS	19
Paragraph 3.11 - SUBJECT TO DECLARATION AND BY-LAWS	19
ARTICLE IV - MANAGEMENT AND ADMINISTRATION	
Paragraph 4.1 - BY-LAWS	19
Paragraph 4.2 - DECLARANT CONTROL	19

Paragraph 7.11 - TAXES, ASSESSMENTS AND CHARGES	41
Paragraph 7.12 - OTHER ACTS BY ASSOCIATION REQUIRING APPROVAL OF FIRST MORTGAGEES OR OWNERS	41
ARTICLE VIII - MISCELLANEOUS PROVISIONS	
Paragraph 8.1 - AMENDMENT	41
Paragraph 8.2 - CORRECTION OF ERROR	42
Paragraph 8.3 - OWNERSHIP OF COMMON PERSONAL PROPERTY	42
Paragraph 8.4 - CHANGE IN DOCUMENTS	42
Paragraph 8.5 - NOTICE	42
Paragraph 8.6 - CONFLICT BETWEEN DECLARATION AND BY-LAWS	42
Paragraph 8.7 - INVALIDATION OF PARTS	43
Paragraph 8.8 - OMISSIONS	43
Paragraph 8.9 - TEXAS CONDOMINIUM ACT	43
Paragraph 8.10 - GENDER	43

CONDOMINIUM DECLARATION

FOR

CASA DEL MAR CONDOMINIUMS

CONDOMINIUM RECORD
VOL 2112 PAGE 169

THE STATE OF TEXAS ;
COUNTY OF GALVESTON ;

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS U.S. HOME CORPORATION, a Delaware Corporation, having its principal office at 8423 Wind Fall, Houston, Texas 77040, hereinafter called "Declarant", is the Owner of certain real property situated in the County of Galveston, State of Texas, being described more fully on Exhibit "A", which by this reference is made a part hereof; and

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

WHEREAS, Declarant has prepared plans for the construction of one (1) multifamily Building and other improvements appurtenant thereto on the Property described in said Exhibit "A", which when completed shall consist of one hundred thirty-eight (138) separately designated Condominium Residential Units and three (3) separately designated Condominium Commercial Units which will be known as CASA DEL MAR CONDOMINIUMS; and

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

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

and utilities, rendering it ready for occupancy by an Owner other than the Declarant.

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

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

b. "Condominium Residential Unit" or "Residential Unit" shall mean a Unit used as a single-family residence. The boundaries of each such Unit space shall be and are the interior surfaces of the perimeter walls; floors, ceilings, windows, window frames, doors and door frames and trim and the exterior surfaces of balconies and terraces, and the space includes both the portions of the Building so described and the air space so encompassed, excepting the Common Elements. In interpreting deeds, mortgages, deeds of trust and other instruments, the existing physical boundaries of the Unit reconstructed in substantial accordance with the original

or communicationways.

(3) The basement, roof, yards and gardens, except as otherwise herein provided or stipulated;

(4) The premises for the lodging of janitors or persons in charge of the Building, except as otherwise herein provided or stipulated;

(5) All compartments or installations of central services, such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating reservoirs, water tanks and pumps, swimming pool and the like;

(6) All elevators and shafts, garbage incinerators and, in general, all devices or installations existing for common use; and

(7) All other elements of the Building desirably or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Regime established by this Declaration.

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

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

(1) Parking Space(s) designated as an appurtenance to a Unit;

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

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

any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Special assessments may be billed or collected on a monthly basis. The above mentioned liability of any Owner is to be established as set forth in this Declaration.

ARTICLE II

CONDOMINIUM UNIT DESIGNATIONS AND DESCRIPTIONS

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

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

2.2 DESIGNATION OF UNITS. The Property is hereby divided into one hundred thirty-eight (138) separately designated Condominium Residential and three (3) separately designated Condominium Commercial Units. Each Unit is identified by number. The remaining portion of the Premises, referred to as the Common Elements, shall be owned in common by the Owners. The Owners of each Unit shall own an undivided interest in said Common Elements, the percentage or fraction thereof for each Unit being as shown on the attached Exhibit "C".

2.3 LIMITED COMMON ELEMENTS. Portions of the Common Elements are set aside and reserved for the exclusive use of the individual Owners, such areas being Limited Common Elements. The Limited Common Elements reserved for the

tioning equipment, utilities and similar equipment which serves only one (1) Unit. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or the individual Units.

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

2.9 USE AND OCCUPANCY RESTRICTIONS.

a. Subject to the provisions of this Declaration and By-Laws, no part of a Residential Unit may be used for purposes other than housing and the related common purposes for which the Unit was designed. Each Residential Unit or any two (2) or more adjoining Residential Units used together shall be used for residential purposes or such other uses permitted by this Declaration, and for no other purposes. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from:

(1) Maintaining his personal professional library;

(2) Keeping his personal business or professional records or accounts; or

(3) Handling his personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

b. Each Condominium Commercial Unit shall be occupied as an office or mercantile establishment by the Record Title Holder of said Unit and shall be used by the licensee and patrons. The use of the Condominium Commercial Unit shall at all times comply with the various ordinances and zoning regulations promulgated by the City of Galveston and the various rules and regulations promulgated by the Board of Directors of the Association. Neither the Record Title Holder of the Unit nor its agents, servants, invitees,

patrons and occupants of Condominium Commercial Unit Owners shall not use or enjoy any recreational facilities of the Common Elements.

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

f. Without limiting the generality of the foregoing provisions of this Paragraph 2.9; use of the Property by the Unit Owners shall be subject to the following restrictions:

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

(2) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which will be in violation of any law;

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

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

(5) No noxious or offensive activity shall be carried on, in or upon the Common Elements, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Unit Owner. No loud noises or noxious odors shall be permitted on the Property, and the Board shall have the

designed in such a manner that no fire hazard is created. No clothing or household fabrics shall be hung, dried or aired in such a way in the Property as to be visible to other Property and no lumber, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property, except within an enclosed structure or if appropriately screened from view;

(9) No Unit Owner shall park, store or keep any vehicle, except wholly within the Parking Space designated therefor, and any inoperable vehicle shall not be stored in a Parking Space or within the Common Elements in general. No Unit Owner shall park, store or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck and any other vehicle equipment, mobile or otherwise, deemed to be a nuisance by the Board), or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle deemed to be a nuisance by the Board). No Unit Owner shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Common Elements. Parking Spaces shall be used for parking purposes only;

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

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

maintaining and showing model Units to aid in the marketing of the Units during the Construction Period; or

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

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

2.11 RESERVATION OF RIGHT OF MERGER AND ANNEXATION.

a. For a period of five (5) years from the date of recordation of this Declaration, the Declarant reserves the right, authority and power to annex adjoining land described in the attached Exhibit "D" for the purpose of establishing, annexing and merging the additional Condominium Regime. The Regime, notwithstanding Paragraph 2.10 hereof, shall conform in basic respects to the general restrictions, limitations and benefits contained in this Declaration. Upon the recordation of a Condominium Declaration Supplement or Declaration of Annexation and Merger in compliance with Paragraph 2.11, this Declaration shall further apply to and affect all of the Property described in this Declaration and the Property described in such Declaration Supplement or Declaration of Annexation and Merger, and shall also bind all Owners of any part

necessary to effectuate the intent of this Article.

d. This Declaration, including, but not limited to this Paragraph 2.11, does not presently create any interest in or with respect to the Property shown as Exhibit "D" which may be annexed, and this Declaration shall not affect in any manner all or any part of such Property unless and until a Supplemental Declaration or Declaration of Annexation and Merger is filed thereto in accordance with this Paragraph 2.11.

ARTICLE III

RIGHTS AND OBLIGATIONS OF OWNERSHIP

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

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

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

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

3.5 MECHANIC'S AND MATERIALMAN'S LIENS. No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall be the basis for filing of a lien against the Common Elements owned by such other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and

running through his Unit which are utilized for, or serve, more than one (1) Unit, except as a tenant-in-common with the other Owners. An Owner shall be deemed to own and shall maintain the inner, finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows and other such elements consisting of paint, wallpaper and other such finishing material.

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

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

ARTICLE IV

MANAGEMENT AND ADMINISTRATION

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

4.2 DECLARANT CONTROL. Paragraph 4.1 notwithstanding, and for the benefit and protection of the Unit Owners and any First Mortgagees of Record for the sole purpose of insuring a complete and orderly buildout as well as a

TRACT: 3.2553 ACRES
(EXHIBIT A)

GALVESTON COUNTY, TEXAS

TRIMBLE & LINDSEY SURVEY,
PHASE II

A TRACT OF LAND SITUATED IN THE STATE OF TEXAS, COUNTY OF GALVESTON, BEING WITHIN THE GALVESTON CITY LIMITS, CONTAINING 3.2553 ACRES OF LAND OUT OF A TRACT OF LAND NOW OR FORMERLY OWNED BY U. S. HOME CORPORATION, "CALLED 5.7596 ACRE TRACT", AS RECORDED IN VOLUME 15, PAGE 179, OF THE GALVESTON COUNTY DEED RECORDS, AND BEING OUT OF LOT 41 AND THE EAST 1/2 OF LOT 59 OF THE TRIMBLE & LINDSEY SURVEY, SECTION 1. BEARINGS ARE BASED ON LOCAL ORIENTATION.

BEGINNING AT A POINT FOR CORNER, BEING THE NORTHEAST CORNER OF THE TRACT HEREIN BEING DESCRIBED, SAID POINT OF BEGINNING BEING INTERFERENCED FROM THE NORTHEAST CORNER OF SAID LOT 41 OF SAID TRIMBLE & LINDSEY SURVEY, SECTION 1, IN THREE CALLS:

S65° 00' 00"W, 50.00 FEET

S25° 00' 51"E, 414.61 FEET

AND S64° 59' 09"W, 233.54 FEET TO SAID POINT OF BEGINNING.

THENCE S32° 03' 22"E, 562.10 FEET ALONG THE EAST BOUNDARY OF THE TRACT HEREIN BEING DESCRIBED, SEVERING THE AFORESAID 5.7596 ACRE TRACT, TO A POINT FOR CORNER AT ITS INTERSECTION WITH THE NORTH RIGHT-OF-WAY BOUNDARY OF SEAWALL HOLLAND.

THENCE S58° 16' 53"W, 282.11 FEET ALONG THE NORTH BOUNDARY OF THIS TRACT, AND ALONG SAID NORTH RIGHT-OF-WAY BOUNDARY OF SEAWALL HOLLAND, TO A POINT FOR CORNER, BEING THE SOUTHWEST CORNER OF THIS TRACT AT ITS INTERSECTION WITH THE WEST BOUNDARY OF THE AFORESAID 5.7596 ACRE TRACT, MARKED BY A 1 1/2" GALVANIZED IRON PIPE (FOUND).

THENCE N25° 02' 58"W, 590.80 FEET ALONG THE WEST BOUNDARY OF THE TRACT HEREIN BEING DESCRIBED, BEING COMMON WITH THE WEST BOUNDARY OF THE AFORESAID 5.7596 ACRE TRACT, TO A POINT FOR CORNER, BEING THE SOUTHWEST CORNER OF THIS TRACT MARKED BY A 5/8" IRON ROD. AT 151.29 FEET PASS A 1 1/2" GALVANIZED IRON PIPE (FOUND).

THENCE N64° 59' 09"E, 211.63 FEET ALONG THE NORTH BOUNDARY OF THIS TRACT, BEING ALSO ALONG THE NORTH BOUNDARY OF THE AFORESAID 5.7596 ACRE TRACT, TO THE POINT OF BEGINNING CONTAINING 3.2553 ACRES OF LAND.

AS:hrf
/2/80

UNIT NO.PERCENTAGE
OWNERSHIP
INTEREST

253	.3550%
254	.3550%
255	.3550%
256	.3550%
257	.3550%
258	.3550%
259	.3550%
260	.3550%
261	.3550%
262	.3550%
263	.3550%
264	.3550%
265	.3550%
266	.3550%
267	.3550%
268	.3550%
269	.3550%
270	.3550%
271	.3550%
272	.3550%
273	.3550%
274	.3550%
275	.3550%
276	.3550%
277	.3550%
278	.3550%
279	.3550%
280	.3550%
281	.3550%
282	.3550%
283	.3550%
284	.3550%
285	.3550%
286	.3550%
287	.3550%
288	.3550%
289	.3550%
290	.3550%
291	.3550%
292	.3550%
293	.3550%
294	.3550%
295	.3550%
350	.3550%
351	.3550%
352	.3550%
353	.3550%
354	.3550%
355	.3550%
356	.3550%
357	.3550%
358	.3550%
359	.3550%
360	.3550%
361	.3550%
362	.3550%
363	.3550%
364	.3550%
365	.3550%
366	.3550%
367	.3550%
368	.3550%
369	.3550%
370	.3550%
371	.3550%
372	.3550%
373	.3550%
374	.3550%
375	.3550%

by an Owner for any period during which any assessment against the Owner's Condominium Unit remains unpaid.

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

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

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

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

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

4.5 MEMBERSHIP, VOTING, QUORUM, PROXIES:

a. Membership. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of the Association. Such membership shall terminate without any formal

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

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

in advance on or before the first (1st) day of each month. Failure to pay by the fifteenth (15th) day of each month shall require the imposition and assessment of a late charge of Five Dollars (\$5.00). Contribution for monthly assessments shall be prorated if the ownership of a Condominium Unit commences on a day other than the first (1st) day of a month.

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

5.3. DETERMINATION OF ASSESSMENTS. Notwithstanding Paragraph 5.5 hereof, the assessments shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements. This determination may include, among other items, taxes, governmental assessments, landscaping and grounds care, Common Area lighting, repairs and renovation, garbage collections, wages, water charges, legal and accounting fees, management costs and fees, expenses and liabilities incurred

responsible for maintaining, as provided herein, said maintenance shall be at the level of maintenance established in accordance with Paragraph 5.1 hereof. During the Declarant Control Period, Declarant shall provide any additional funds necessary to pay actual cash outlays required to fund current operating expenses of the Association. Declarant shall not be obligated to fund any reserve accounts until after the Declarant Control Period is terminated. After the Declarant Control Period is terminated, Declarant shall pay the regular monthly assessment for each Unit or Units it owns.

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

5.7 COMMENCEMENT OF ASSESSMENTS. The monthly assessments provided for herein shall be due on the first (1st) day of the month. The assessments shall be prorated if the ownership of a Unit commences on a day other than the first (1st) day of the month. On Units owned by the Declarant, the assessment shall commence on the first (1st) day of the month after the Declarant Control Period is terminated, or the first (1st) day of the month following the transfer to the Association of the responsibility for maintenance of the Building in which the Unit is located in accordance with Paragraph 5.5 herein. The Board shall fix the amount of the monthly assessments against such Unit at least thirty (30) days prior to January 1st of each year; provided, however, that the Board shall have a right to adjust the monthly assessments, as long as any such adjustment does not exceed the maximum permitted hereunder, with thirty (30) days' written notice given to each Owner. Written notice of the monthly assessment adjustment shall be sent to every Owner subject thereto. The due date shall be established by the Board, and unless otherwise provided or unless otherwise agreed by the Association, the Board shall collect the assessments monthly in accordance with Paragraph 5.1 hereof.

period of foreclosure, and the Association shall be entitled to a receiver to collect same. The Association shall have the power to bid in the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

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

d. In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien against each Unit to secure payment of a common assessment or special assessment which is levied pursuant to the terms hereof. Said liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including, but not limited to, interest, costs and reasonable attorney's fees, shall be chargeable to the Owner in default. Such lien shall be subordinated and inferior to those liens listed in Subparagraphs 5.9a(1) and (2).

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

5.10 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage or mortgages granted or created by the Owner of any Condominium Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit. Sale or transfer of any Unit shall not affect the assessment lien; provided, however, that the sale or transfer of any Condominium Unit pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under such purchase money or improvement mortgages or deeds of trust shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer, except for

6.1 DESTRUCTION OR OBSOLESCENCE.

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

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

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

(c) For payment of unpaid Common Expenses;

(d) For payment of junior liens and encumbrances in the order and extent of their priority; and

(e) The balance remaining, if any, shall be paid to the Condominium Unit Owner.

(3) If more than sixty-six and two-thirds percent (66-2/3%) of all of the Common Elements, not including land, are destroyed or damaged, and if the Owners representing the aggregate ownership of one hundred percent (100%) of the Common Elements, do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, which plan must have the approval or consent of one hundred percent (100%) of the First Mortgagees, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary, the entire remaining Premises shall be sold by the Association, as Attorney-In-Fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Plat and the By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Unit Owner's interest (as such interests appear on the policy or policies), and such divided proceeds shall be paid into one hundred forty-one (141) separate accounts, plus any annexed Units, each such account representing one (1) of the Condominium Units in the total Project. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner. From each separate account, the Association, as Attorney-In-Fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any

notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The proceeds derived from sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney-In-Fact, for the same purposes and in the same order as is provided in Subparagraphs b(2)(a) through (e) of Paragraph 6.1 hereof.

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

(6) The Owners representing an aggregate ownership interest of one hundred percent (100%) of the Common Elements and all holders of first mortgages may agree that the Common Elements of the Property are obsolete and that the same should be sold. In such instance, the Association shall record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's authorized officers, the entire Premises shall be sold by the Association, as Attorney-In-Fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Plat and the By-Laws. The sales proceeds shall be apportioned between the Owners and First Mortgagees as their interests may appear on the basis of each Owner's percentage or fraction of interest in the Common Elements, and such apportioned proceeds shall be paid into one hundred forty-one (141) separate accounts, plus any annexed Units, each such account representing one (1) Condominium Unit. Each such account shall be

Fact, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Condominium Unit), the Association, as Attorney-In-Fact, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such Property to the condemning authority in lieu of such condemnation proceeding.

b. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner in proportion to his percentage or fractional ownership interest in the Common Elements to be applied or paid as set forth in Subparagraphs 6.1b(2)(a) through (e) hereof, unless restoration takes place as herein provided. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore, as far as possible, the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Association, as Attorney-In-Fact, on behalf of the Owners. In the event that such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than sixty-six and two-thirds percent (66-2/3%) of the total number of Condominium Units, then the damages and awards for such taking shall be determined for each Condominium Unit and the following shall apply:

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

in the Common Elements among the reduced number of Owners. If sixty-six and two-thirds percent (66-2/3%) or more of the Condominium Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Units, as provided herein, in proportion to their percentage or fractional ownership interests in the Common Elements; and this Condominium Regime shall terminate upon such payment. Upon such termination, the Condominium Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants-in-common in the proportionate ownership interest previously owned by each Owner in the Common Elements. Any damages or awards provided in this paragraph to be paid to or for the account of any Owner by the Association shall be applied as set forth in Subparagraphs 6.1b(2)(a) through (c) hereof.

ARTICLE VII

PROTECTION OF MORTGAGEE

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

7.2 NOTICE OF DEFAULT. The Association shall notify a First Mortgagee in writing, upon request of such Mortgagee, of any default by the Mortgagor in the performance of such Mortgagor's obligations, as set forth in this Declaration, which is not cured within thirty (30) days.

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

7.4 RESERVE FUND. The Association shall establish adequate reserve funds for replacement of Common Element components and fund the same by regular

parties to such agreement, for a period of one (1)-year periods. In the event of the termination of the management agreement as provided herein, the Association shall enter into a new management agreement with a new management agent prior to the effective date of termination of old management agreement.

7.10 RIGHT TO PARTITION. The Project shall not be partitioned or subdivided by the Owner thereof without the prior written consent of all First Mortgagees.

7.11 TAXES, ASSESSMENTS All taxes, assessments and charges which may become liens prior to the completion of the mortgage under local law shall relate only to the individual units and not to the Condominium Project as a whole.

7.12 OTHER ACTS BY ASSOCIATION REQUIRING APPROVAL OF FIRST MORTGAGEES OR OWNERS. Unless all of the First Mortgagees (based upon one (1) vote for each first mortgage owned), and a majority of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to:

a. By act or omission, to abandon, partition, subdivide, encumber, sell or otherwise dispose of the Common Elements, except as provided for in Paragraph 2.10 hereof.

b. Use hazard insurance proceeds for losses to any Condominium Property (whether consisting of Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided in Paragraph 2.10 hereof in the event of substantial loss to the Units or as otherwise provided in the Declaration. The granting of easements for public utility or other public purposes consistent with the intent of the Declaration for the Common Elements by the Condominium Project shall not constitute a transfer within the meaning of this Paragraph.

8.1 AMENDMENT. Subject to the provisions of Paragraphs 2.10, 2.11 and 2.12 hereof, this Declaration and the provisions herein be amended by the affirmative ownership interest of seven-tenths (7/10) of the units to such revocation or amendment shall affect Declarant's duties and functions of the

CONDITIONS

of Paragraphs 2.10, 2.11 and 2.12 hereof, this Declaration and the provisions herein be amended by the affirmative ownership interest of seven-tenths (7/10) of the units to such revocation or amendment shall affect Declarant's duties and functions of the

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

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

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

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

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed, sealed and delivered by its proper corporate officers and its corporate seal to be affixed, this 11th day of July, 1980.

U.S. HOME CORPORATION

By:

Mark E. Jacobs
Mark E. Jacobs, Project Manager

ATTEST

Michelle L. Lantz
Secretary

THOMBLE & LINDSEY SURVEY,
PHASE I.

A TRACT OF LAND SITUATED IN THE STATE OF TEXAS, COUNTY OF GALVESTON, BEING WITHIN THE GALVESTON CITY LIMITS, CONTAINING 2.5043 ACRES OF LAND OUT OF A TRACT OF LAND NOW OR FORMERLY OWNED BY U. S. HOME CORPORATION, "CALLED 5.7596 ACRE TRACT" AS RECORDED IN VOLUME 15, PAGE 179, OF THE GALVESTON COUNTY DEED RECORDS, AND BEING ALSO OUT OF LOT 41 OF THE THOMBLE & LINDSEY SURVEY, SECTION 1. MEASUREMENTS ARE BASED ON LOCAL ORIENTATION.

BEGINNING AT A POINT FOR CORNER, BEING THE NORTHEAST CORNER OF THE TRACT HEREIN BEING DESCRIBED, AND BEING AT ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY OF 61ST STREET, AND BEING ALSO THE WEST RIGHT-OF-WAY OF STATE OF TEXAS HIGHWAY SPUR NO. 542, AND BEING ALSO A COMMON CORNER WITH THE SOUTHEAST CORNER OF A 1.0330 ACRE TRACT, SAID POINT OF BEGINNING BEING DEFENDED FROM THE NORTHEAST CORNER OF SAID LOT 41 OF SAID THOMBLE & LINDSEY SURVEY, SECTION 1, IN TWO CALLS:

S65° 00' 00"W, 50.00 FEET

AND S25° 00' 51"E, 414.61 FEET TO SAID POINT OF BEGINNING.

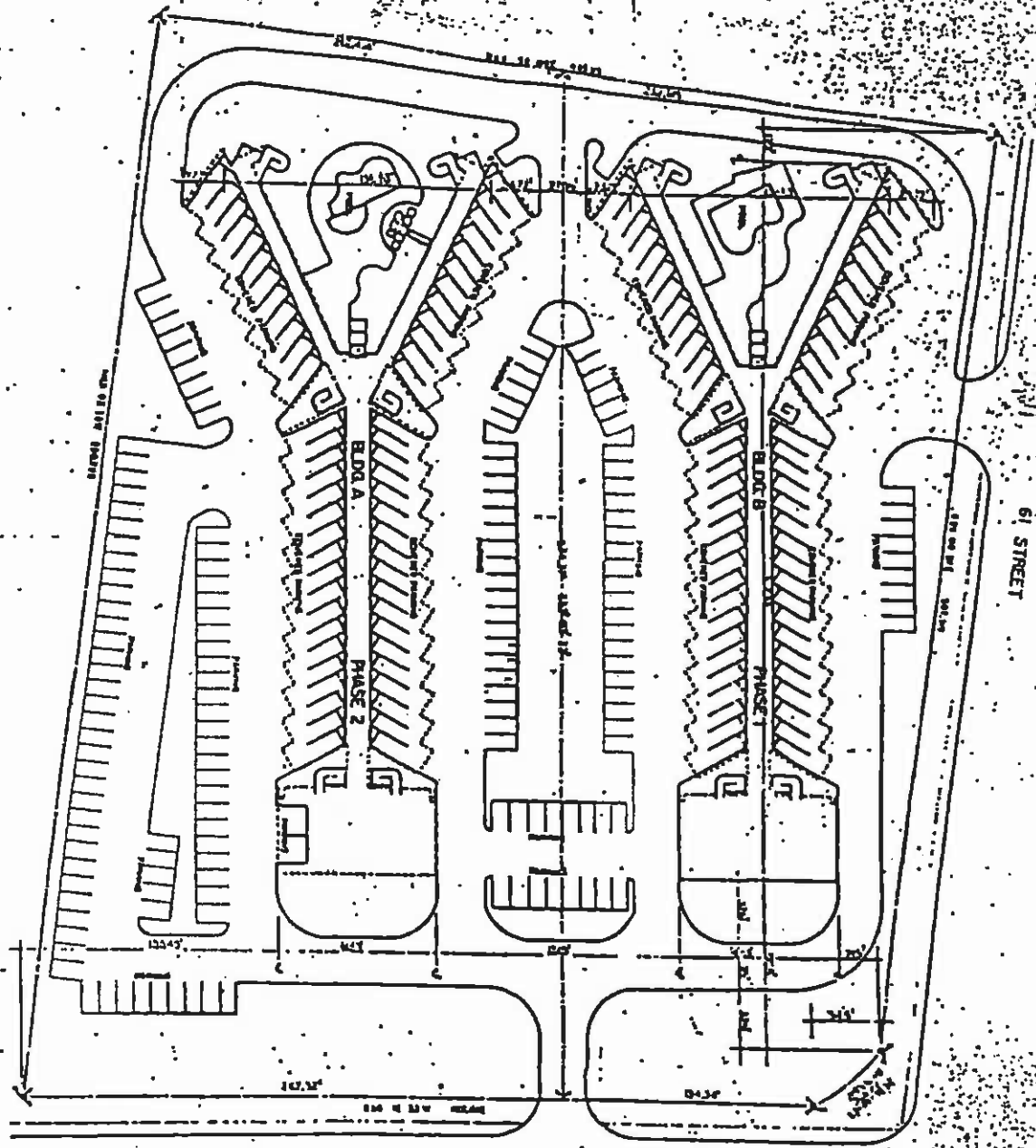
THENCE S25° 00' 51"E, 507.52 FEET ALONG THE EAST BOUNDARY OF THE TRACT HEREIN BEING DESCRIBED, BEING COMMON WITH THE WEST RIGHT-OF-WAY BOUNDARY OF THE ABOVE-MENTIONED 61ST STREET, TO A POINT ON CURVE (P. O. C.). AT 387.21 FEET PASS A CONCRETE MONUMENT (FIXED).

THENCE ALONG THE SOUTH BOUNDARY OF THE TRACT HEREIN BEING DESCRIBED, BEING COMMON WITH THE NORTH RIGHT-OF-WAY BOUNDARY OF SEAWALL BOULEVARD (F. M. HIGHWAY 3005) AS FOLLOWS:

ALONG AN ARC TO THE RIGHT, BASED ON A CENTRAL ANGLE OF 27° 06' 20", HAVING A RADIUS OF 97.66 FEET, AN ARC LENGTH OF 46.20 FEET, AND HAVING A CHORD CALL OF S16° 01' 47"W, 45.77 FEET TO A POINT ON CURVE (P. O. C.)

AND S58° 16' 53"W, 135.50 FEET ALONG SAID NORTH RIGHT-OF-WAY BOUNDARY OF SEAWALL BOULEVARD TO A POINT FOR CORNER, BEING THE SOUTHWEST CORNER OF THIS TRACT.

THENCE N72° 05' 22"W, 562.10 FEET ALONG THE WEST BOUNDARY OF THE TRACT HEREIN BEING DESCRIBED, SHARING THE ABOVE-MENTIONED 5.7596 ACRE TRACT, TO A POINT FOR CORNER, BEING THE NORTHWEST CORNER OF THIS TRACT, AND BEING AT ITS INTERSECTION WITH THE NORTH BOUNDARY OF THE ABOVE-MENTIONED 5.7596 ACRE TRACT.



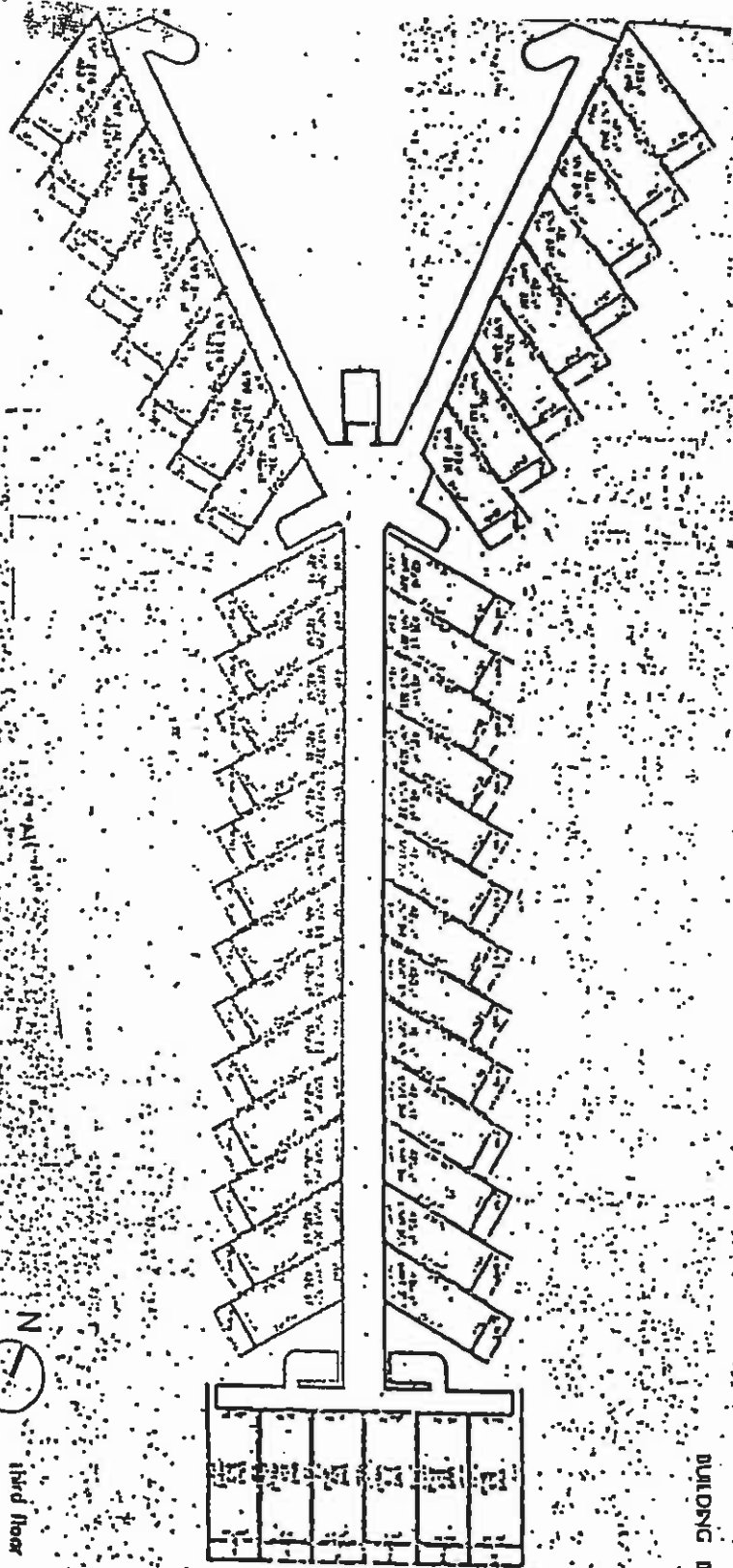
61 STREET

SEAWALL BLVD



CASA DEL MAR - PHASE 1
 A CONDOMINIUM PROJECT CONTAINING
 5,796 ACRES
 AS PERCEIVED IN TRACT E & LOSSEY SURVEY
 ON GALVESTON ISLAND, GALVESTON COUNTY, TEXAS
 SCALE: 1"=30' DATE: 3/28/80

This drawing was prepared by the undersigned
 on the basis of the information furnished to him by the
 owner and is not to be construed as a warranty or
 representation of the accuracy of the information
 furnished to him. The undersigned assumes no liability
 for any errors or omissions in this drawing.



BUILDING D



Third floor

GENERAL NOTES

1. All work shall be in accordance with the specifications and drawings of the contract documents.

2. The contractor shall be responsible for obtaining all necessary permits and licenses for the work.

3. The contractor shall maintain access to all existing utilities and shall be responsible for any damage to such utilities.

4. The contractor shall be responsible for the safety of all workers and shall provide adequate safety measures.

5. The contractor shall be responsible for the cleanliness of the work area and shall remove all debris and waste.

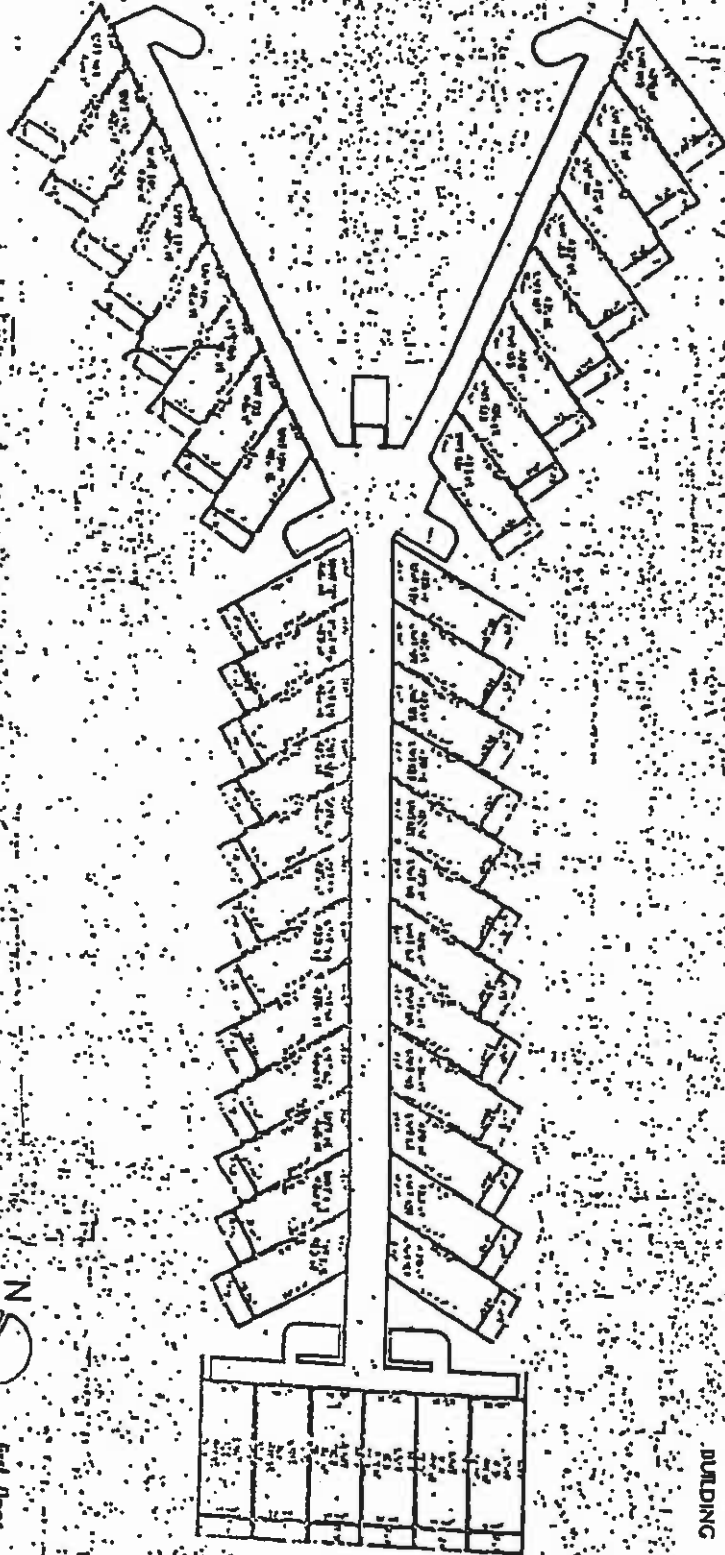
6. The contractor shall be responsible for the protection of all existing work and shall be liable for any damage to such work.

7. The contractor shall be responsible for the completion of the work within the specified time frame.

8. The contractor shall be responsible for the payment of all bills and shall provide proof of payment to the owner.

9. The contractor shall be responsible for the maintenance of all records and shall provide copies of such records to the owner.

10. The contractor shall be responsible for the coordination of all work with other trades and shall be responsible for the resolution of any conflicts.



first floor

GENERAL NOTES.

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS AS APPLICABLE.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

5. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.

BUILDING B

EXHIBIT B5
SCALE: 1/8" = 1'-0"
10-10

UNIT NO.INTEREST

216	.7049%
217	.7049%
218	.7049%
219	.7049%
220	.7049%
221	.7049%
222	.7049%
223	.7049%
224	.7049%
225	.7049%
226	.7049%
227	.7049%
228	.7049%
229	.7049%
230	.7049%
231	.7049%
232	.7049%
233	.7049%
234	.7049%
235	.7049%
236	.7049%
237	.7049%
238	.7049%
239	.7049%
240	.7049%
241	.7049%
242	.7049%
243	.7049%
244	.7049%
245	.7049%
300	.7049%
301	.7049%
302	.7049%
303	.7049%
304	.7049%
305	.7049%
306	.7049%
307	.7049%
308	.7049%
309	.7049%
310	.7049%
311	.7049%
312	.7049%
313	.7049%
314	.7049%
315	.7049%
316	.7049%
317	.7049%
318	.7049%
319	.7049%
320	.7049%
321	.7049%
322	.7049%
323	.7049%
324	.7049%
325	.7049%
326	.7049%
327	.7049%
328	.7049%
329	.7049%
330	.7049%
331	.7049%
332	.7049%
333	.7049%
334	.7049%
335	.7049%
336	.7049%
337	.7049%
338	.7049%
339	.7049%
340	.7049%

CONDOMINIUM RECORD

VOL. 2112 PAGE 921

TRIMBLE & LINDSEY SURVEY,
PHASE II

A TRACT OF LAND SITUATED IN THE STATE OF TEXAS, COUNTY OF GALVESTON, BEING WITHIN THE GALVESTON CITY LIMITS, CONTAINING 3.2553 ACRES OF LAND OUT OF A TRACT OF LAND NOW OR FORMERLY OWNED BY U. S. HOME CORPORATION, "CALLED 5.7596 ACRE TRACT", AS RECORDED IN VOLUME 15, PAGE 179, OF THE GALVESTON COUNTY DEED RECORDS, AND BEING OUT OF LOT 41 AND THE EAST 1/2 OF LOT 59 OF THE TRIMBLE & LINDSEY SURVEY, SECTION 1. MEASUREMENTS ARE BASED ON LOCAL ORIENTATION.

BEGINNING AT A POINT FOR CORNER, BEING THE NORTHEAST CORNER OF THE TRACT HEREIN BEING DESCRIBED, SAID POINT OF BEGINNING BEING DETERMINED FROM THE NORTHEAST CORNER OF SAID LOT 41 OF SAID TRIMBLE & LINDSEY SURVEY, SECTION 1, IN THREE CALLS:

S65° 00' 00"W, 50.00 FEET

S25° 00' 51"E, 414.61 FEET

AND S64° 59' 09"W, 233.54 FEET TO SAID POINT OF BEGINNING.

THENCE S32° 03' 22"E, 562.10 FEET ALONG THE EAST BOUNDARY OF THE TRACT HEREIN BEING DESCRIBED, SEVERING THE AFOREMENTIONED 5.7596 ACRE TRACT, TO A POINT FOR CORNER AT ITS INTERSECTION WITH THE NORTH RIGHT-OF-WAY BOUNDARY OF SEAWALL BOULEVARD.

THENCE S58° 16' 53"W, 282.11 FEET ALONG THE SOUTH BOUNDARY OF THIS TRACT, AND ALONG SAID NORTH RIGHT-OF-WAY BOUNDARY OF SEAWALL BOULEVARD, TO A POINT FOR CORNER, BEING THE SOUTHWEST CORNER OF THIS TRACT AT ITS INTERSECTION WITH THE WEST BOUNDARY OF THE AFOREMENTIONED 5.7596 ACRE TRACT, MARKED BY A 1 1/2" GALVANIZED IRON PIPE (FOUND).

THENCE N25° 02' 58"W, 590.84 FEET ALONG THE WEST BOUNDARY OF THE TRACT HEREIN BEING DESCRIBED, BEING COMMON WITH THE WEST BOUNDARY OF THE AFOREMENTIONED 5.7596 ACRE TRACT, TO A POINT FOR CORNER, BEING THE NORTHWEST CORNER OF THIS TRACT MARKED BY A 5/8" IRON ROD. AT 151.29 FEET PASS A 1 1/2" GALVANIZED IRON PIPE (FOUND).

THENCE N64° 59' 09"E, 211.63 FEET ALONG THE NORTH BOUNDARY OF THIS TRACT, BEING ALSO ALONG THE NORTH BOUNDARY OF THE AFOREMENTIONED 5.7596 ACRE TRACT, TO THE POINT OF BEGINNING CONTAINING 3.2553 ACRES OF LAND.

HAS:hff
 6/2/80

hereby expressly approves the attached Amendments to Condominium Declaration for Casa Del Mar Condominiums pursuant to Article VII, Paragraph 7.7(b.) of the Declaration of Casa Del Mar Condominiums filed in Vol. 2112, Page 865 of the Condominium Records of Galveston County, Texas.

Gibraltar Savings Association

By: Philip J. Barber
Title: President

STATE OF TEXAS

§
§
§

COUNTY OF GALVESTON

This instrument was acknowledged before me on this the 10th day of June, 1983, by Philip J. Barber President of Gibraltar Savings Association, a Texas corporation, on behalf of said corporation.

My Commission Expires:

4-3-85

Karen L. Parker
NOTARY PUBLIC in and for the
State of Texas

Karen L. Parker
Typed or printed name of Notary

broken or cracked glass in windows and doors.

Paragraph 3.9 of the Declaration, second sentence is likewise amended to read:

An Owner shall be deemed to own and shall maintain the air conditioner appurtenant to his Unit, the inner finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows and other such elements consisting of paint, wallpaper and other finishing material.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed, sealed and delivered by its proper corporate officers and its corporate seal to be affixed, this 16 day of December, 1980.

U.S. HOME CORPORATION

By: Mark Jacobs

ATTEST:

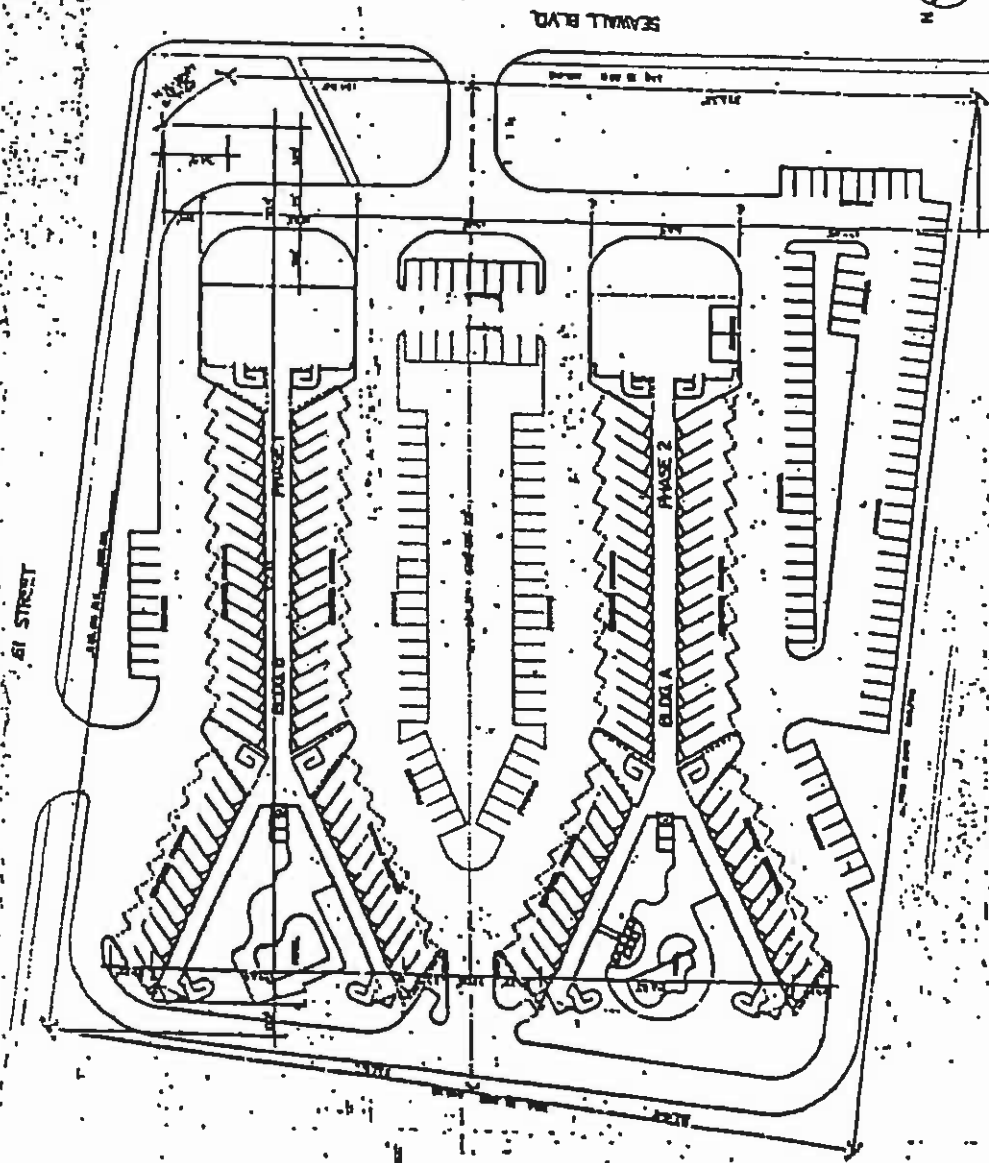
Louisa E. Remmers
Secretary

THE STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mark Jacobs known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

EXHIBIT B1



CASA DEL MAR - PHASE 1/PHASE 2.

APARTMENT PROJECT CONTAINING

57888 ACRES

AS RECORDED IN TRIMBLE & LINDSEY SURVEY

ON GALVESTON ISLAND, GALVESTON COUNTY, TEXAS

SCALE: 1"=30'

DRAWN BY: SMO

DATE: 12-5-80

