

RESOLUTION

Whereas, Sea Isle Holdings, L.P , their successor entity, duly authorized agent, and (hereinafter referred to as "Declarant") is the owner of that certain tract of land situated in Galveston County, Texas, which has been subdivided into one (1) section and known as Section 24 of SEA ISLE, a subdivision according to the map or plat thereof recorded at 2005 A Map 175 of the Real Property Records of Galveston County, Texas, and,

Whereas, Declarant, recognizing the critical need for having uniform Covenants, Conditions, and specifying certain applicable restrictive covenants, easements, reservations, and conditions which run with and bind each and every lot in Section 24 of the SEA ISLE subdivision, hereby wishes to and does hereby adopt the existing Reservations and Restrictions for various sections (on file in Book 1968, Page 835 of the Real Property Records of Galveston County, Texas, and attached hereto and incorporated herein for all purposes) by adopting these uniform Covenant, Conditions, and Restrictions for the entire Section 24 of the SEA ISLE subdivision, and

Whereas, Declarant hereby declares that the Common Areas and all of the Lots shall be held, sold and conveyed subject to the attached easements, restrictions, reservations, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and

Whereas, Declarant hereby declares all of the Lots shall be held, sold and conveyed subject to an assessed annual maintenance fee in the amount reflected in the Amendment to By-Laws for Sea Isle Property Owners, Inc. as approved and adopted by the Board of Directors for Sea Isle Property Owners, Inc (the "Association") on March 1, 2004, and on file under GAC 2004032471 at 020-39-0520 through 020-39-0522 with the Real Property Records of Galveston County, Texas, and attached hereto and incorporated herein for all purposes, and

Whereas, Bank of America, N A , the only present lienholder of the property comprising Section 24 of the SEA ISLE subdivision, does hereby join Declarant to establish and adopt the attached Reservations and Restrictions, (including without limitation all aforementioned and attached easements, restrictions, reservations, covenants, charges, conditions, stipulations, and including the annual maintenance fee) as set forth herein and as applicable to the property and lots contained in Section 24 of the SEA ISLE subdivision, and

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or plain copy, discolored paper, etc. All blackouts, corrections and changes were present at the time the instrument was filed and recorded.

Now let it be resolved that Declarant, through its authorized representative, be authorized to take whatever action and execute any document(s) that may be necessary to effect the application of the foregoing and attached Reservations and Restrictions to Section 24 of the SEA ISLE subdivision

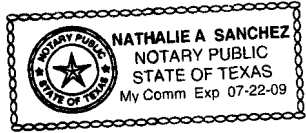
And let it be remembered this resolution was unanimously approved by all members of Declarant at the special meeting held on the 22 day of December, 2005, adopted for all purposes, and made part of the minutes of that meeting


Sea Isle Holdings, L P , Declarant


By: William J. Hamm

BEFORE ME, the undersigned authority on this day personally appeared William J Hamm, President of Sea Isle Holdings, L P , also known as Declarant, and 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 the said Sea Isle Holdings L P , a Texas Limited Partnership, and that he executed the same as an act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of December, 2005




Notary Public in and
for the State of Texas
Bank of America, N A


By

BEFORE ME, the undersigned authority on this day personally appeared Amin Contis, officer of Bank of America, N A., and also 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 the said Bank of America, N A., and that they executed the same as an act of such entity for the purposes and consideration thereun expressed, and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of December, 2005

GAC 2004032471 3 PGS

020-39-0520

AMENDMENT TO BY LAWS FOR SEA ISLE PROPERTY OWNERS, INC.

THE STATE OF TEXAS]]
COUNTY OF GALVESTON]] KNOWN ALL MEN BY THESE PRESENTS]]

WHEREAS, the original Articles of Incorporation for Seaway Boat Club, Inc having been filed with the Texas Secretary of State on July 24, 1959 under Document Number 3553908, and said entity having filed a name change effective February 26, 1973 with the Secretary of State did thereby lawfully assume the name Sea Isle Property Owners, Inc , and

WHEREAS, the original By Laws for Sea Isle Property Owners, Inc vested with the Board of Directors the authority to impose an annual assessment fee constituting a restriction and reservation which run with and bind each respective lot in the subdivision for the establishment, operation, and maintenance of certain beach and recreational facilities and privileges, and

WHEREAS, the Board of Directors for the Sea Isle Property Owners, Inc , now recognizing the critical need for an increase in annual assessment and maintenance fees, which have not been raised in 36 years, to (1) promote the recreation, health, safety, and welfare of the residents, and (2) address critical budget deficiencies, hereby wish to modify said By Laws by inserting the following paragraph

Notwithstanding anything to the contrary contained herein or within the Reservations and Restrictions of Sea Isle - Section 12, Section 15, Section 21, Section 22, and Section 23; Beginning January 1, 2004, each lot included in the subdivision shall be assessed a maximum annual maintenance fee of one hundred dollars (\$100.00). Beginning January 1, 2005 each lot shall be assessed a maximum annual maintenance fee of one hundred twenty five dollars (\$125.00). Beginning January 1, 2006 each lot shall be assessed a maximum annual maintenance fee of one hundred fifty dollars (\$150.00). It is thereafter expressly understood the Board of Directors may not increase the annual maintenance fee more than five percent (5%) in any twelve (12) month period. Each Owner of any lot agrees to pay to the Sea Isle Property Owners, Inc., or its nominee, the assessed annual maintenance fee for each lot annually on the first day of each year hereafter for beach and recreational privileges, whether the same are exercised or not.

as the first paragraph under ARTICLE SIX which presently reads

ARTICLE SIX

Members in good standing, together with their families and guests, shall have the right to use and enjoy the recreational facilities built and maintained by the Sea Isle Property Owners, Inc Members not

A CERTIFIED COPY
Attest: DEC 2 2 2005
MARY ANN DINGLE, County Clerk
Galveston, County, Texas
By: [Signature] Deputy
Walter F. Andreason, Jr.

020-39-0521

in good standing shall be denied the right to use such facilities The assessment provided in the deed, contract of sale, or applicable restrictions shall be due and payable whether such facilities are used or not

- (a) An annual meeting of the members shall be called by the directors of the Sea Isle Property Owners, Inc to elect directors for the terms which are expiring, to review the accomplishments of the preceding year, to organize committees for the coming year, and to consider and discuss such matters as are brought before the meeting by the Board or members Special meetings may be called by the President of the Board, or by members who have obtained in writing the consent of members having not less than one-tenth of the votes entitled to be cast at such meeting
- (b) Under the direction of the President, the Secretary, or the person calling the meeting, written notice of the time and place of such meeting shall be mailed to all members in good standing at their last known address according to the records of the corporation, not less than ten nor more than fifty days before such meeting date Meeting shall be held at such place in Galveston County, Texas, as may be determined by the Board of Directors
- (c) At any membership meeting, each member shall have one vote, regardless of the number of lots they own, but ownership of less than the equivalent of a full lot shall not entitle the owner to a vote, provided that owners of part interests in a lot, none of whom is otherwise entitled to any vote, shall be entitled to one vote between them
- (d) Twenty members shall constitute a quorum at a membership meeting

NOW THEREFORE, the Board of Directors for the Sea Isle Property Owners, Inc request a vote by all eligible corporation members to ADOPT, RATIFY, and CONFIRM this modification to the Sea Isle Property Owners, Inc 's By Laws pursuant to the procedures and requisite vote to modify required therein

SEA ISLE PROPERTY OWNERS, INC

Nancy Bond
President

ATTEST

Jenette DeFlippo
Secretary

APPROVED THIS 1 DAY OF March, 2004

A CERTIFIED COPY
Attest: DEC 22 2005
MARY ANN DAIGLE, County Clerk
Galveston County, Texas
By Waiter T. Andreason, Jr Deputy
Waiter T. Andreason, Jr

020-39-0522

NUMBER OF VOTES IN FAVOR 181

NUMBER OF MEMBERS IN ATTENDANCE 168 (138 Proxy Votes)

SECRETARY Jarrett D. Filippo

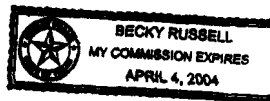
THE STATE OF TEXAS II
 II
COUNTY OF GALVESTON II

BEFORE ME, the undersigned authority, on this day personally appeared Jarrett D. Filippo, known to me to be the President of the Sea Isle Property Owners, Inc and whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation

GIVEN under my hand and seal of office this 1st day of March, 2004

Becky Russell
Notary Public in and
for the State of Texas

DANIEL L. SANDERS PAID
ATTORNEY AT LAW
511 STUART, SUITE 102
HOUSTON, TEXAS 77006



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle
2004 MAY 19 10:57 AM 2004032471
GUYTON, A \$13.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

A-CERTIFIED COPY
Attest: DEC 22 2005
MARY ANN DAIGLE, County Clerk
Galveston County, Texas
By Walter T. Anderson, Jr. Deputy
Walter T. Anderson, Jr.

RESERVATIONS AND RESTRICTIONS

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

63367

WHEREAS, JAMAICA RESORT CORPORATION (hereinafter referred to as "Jamaica"), a Texas corporation, is the owner of all lots, tracts or parcels of land described in Exhibit "A" attached hereto and hereby incorporated by reference herein (and hereinafter referred to as the "Sea Isle Lots") same being out of Sea Isle, as extended, a Subdivision in the Hall and Jones Survey, Galveston Island, Galveston County, Texas, according to various maps or plats thereof recorded in the appropriate records of the County Clerk of Galveston County, Texas (hereinafter referred to as "Sea Isle"); and

WHEREAS, the previous owner of Sea Isle contracted to sell, and did sell, lots therein according to specified reservations and restrictions; and

WHEREAS, Jamaica desires to contract to sell, and to sell, the Sea Isle Lots according to the same reservations and restrictions, and Farm & Home Savings Association, a Missouri corporation, as the only lienholder on the Sea Isle Lots (hereinafter referred to as ^{"Farm and Home Savings" Cert} ~~trust certificates~~) and Gibraltar Savings Association, a Texas savings association

DEED OF TRUST
BOOK 1968 PAGE 835

A CERTIFIED COPY
Attest: DEC 22 2005
MARY ANN DINGLE, County Clerk
Galveston County, Texas
By: *Walter T. Anderson, Jr.* Deputy
Walter T. Anderson, Jr.

(hereinafter referred to as "Gibraltar") as purchaser under that certain Note Purchase Agreement entered into _____, 1968 by and between ~~Home Savings~~ and

Gibraltar wish to evidence their assent thereto; NOW, THEREFORE, Jamaica, ~~Home Savings~~, and Gibraltar do execute this instrument.

1.

Jamaica, for itself, and for the existing and future property owners in Sea Isle, does hereby make, adopt and establish the following reservations, restrictions and other provisions set forth in Exhibit "B" attached hereto and hereby incorporated by reference herein applicable to the Sea Isle Lots, subject to the right of Jamaica, its successors or assigns, to waive any of same for any unsold lot or group of unsold lots only when, in the opinion of Jamaica, such waiver may be necessary or appropriate in order to effectuate the best development of the Sea Isle Lots as a resort development and the co-ordination of the Sea Isle Lots with the existing Sea Isle development.

2.

Unless expressly so recited in the instrument of conveyance, no conveyance by Jamaica of any interest in any Sea Isle Lot or parcel thereof shall be construed as a waiver of any of the matters set forth in Exhibit "B", or to include any of the rights, titles and easements therein reserved, or as a conveyance of the title to any water, gas, sanitary sewer, storm sewer, drainage or gas pipes, mains, conductors, electric distribution, communication or television lines, wires, cables, conduits,

RECORDED
BOOK 1908 PAGE 936

A CERTIFIED COPY
Attest: DEC 22 2005
MARY ANN DAIGLE, County Clerk
Galveston County, Texas
By: Walter T. Anderson, Jr. Deputy
Walter T. Anderson, Jr.

poles or any other utility or appurtenance thereto, constructed by Jamaica or its agents in Sea Isle. The right to sell and lease all such rights, titles, easements, utilities and appurtenances is hereby expressly reserved in Jamaica, its successors and assigns; provided, however, that the reservation of such rights and easements shall not obligate Jamaica to exercise any of same.

3.

The invalidity, abandonment or waiver of all or any part of any one or more of the provisions recited in Exhibit "B" shall not affect any other provision or part thereof, all of which shall remain in full force and effect.

4.

The provisions set forth in Exhibit "B" may be incorporated to the same extent as though recited in full in any subsequently executed contract for deed, deed, lease or any other instrument in which any interest in any Sea Isle Lot is transferred merely by reference to this instrument, and, unless expressly so provided to the contrary therein, every contract for deed, deed, lease or other such instrument shall be conclusively deemed to have been executed, delivered and accepted subject to the provisions of Exhibit "B" even if same are not therein recited in full or incorporated by reference therein.

5.

Curt Farm and Home Savings ~~Home Savings~~ and Gibraltar join Jamaica herein for the limited purpose of making, adopting and establishing

DEED OF TRUST
BOOK 1968 PAGE 837

A CERTIFIED COPY
As of DEC 22 2006
MARY ANN DAIGLE, County Clerk
Galveston County, Texas
By *Walter T. Andreason, Jr.* Deputy
Walter T. Andreason, Jr.

the foregoing reservations and restrictions hereinabove set forth applicable to the said lots.

EXECUTED as of this, the 22 day of May, 1968.

JAMAICA RESORT CORPORATION

ATTEST:

Shirley Brist
Secretary

By [Signature]
President

REC'D OF 1968
MAY 23 1968

FARM & HOME SAVINGS ASSOCIATION

ATTEST:

Howard Remyan
Secretary

By [Signature]
President

GIBRALTAR SAVINGS ASSOCIATION

ATTEST:

[Signature]
Secretary

By [Signature]
President

THE STATE OF TEXAS

COUNTY OF Galveston

BEFORE ME, the undersigned authority, on this day personally appeared Jack E. Wilson, President of JAMAICA RESORT CORPORATION, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 22 day of May, 1968.

[Signature]

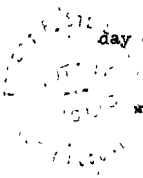
NOTARY PUBLIC IN AND FOR
Galveston COUNTY, TEXAS

A-CERTIFIED COPY
Attest: DEC 22 2008
MARY ANN DAIGLE, County Clerk
Galveston County, Texas
By [Signature] Deputy
Walter A. Anderson, Jr.

THE STATE OF Missouri
COUNTY OF Vernon

BEFORE ME, the undersigned authority, on this day
personally appeared A. W. Harris,
Vice President of FARM & HOME SAVINGS ASSOCIATION, a corpo-
ration, known to me to be the person and officer whose
name is subscribed to the foregoing instrument, and
acknowledged to me that he executed the same for the
purposes and consideration therein expressed, in the
capacity therein stated, and as the act and deed of said
corporation.

GIVEN under my hand and seal of office this 6th
day of June, 1968.



Herbert E. Steinhilber

NOTARY PUBLIC IN AND FOR
Vernon COUNTY, Missouri

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day
personally appeared Michael A. Crowder, Vice
President of GIBRALTAR SAVINGS ASSOCIATION, a Texas savings
association, known to me to be the person and officer whose
name is subscribed to the foregoing instrument, and acknowl-
edged to me that he executed the same for the purposes and
consideration therein expressed, in the capacity therein
stated, and as the act and deed of said Gibraltar Savings
Association.

GIVEN under my hand and seal of office this 17th
day of July, 1968.

Neil W. Cassner

NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, T E X A S

NEIL W. CASSNER
Notary Public in and for Harris County, Texas.

DEED OF TRUST
BOOK 1968 PAGE 839

CLERK OF COUNTY COURT OF
A-CERTIFIED COPY
Attest: DEC 22 2005
MARY ANN O'NGLE, County Clerk
Galveston County, Texas
By Walter T. Andreason, Jr. Deputy
Walter T. Andreason, Jr.

TRACT 1: The surface only of Lots 12, 15, 82, 84, 87, 89, 90-A, 90-E, 122, 123 and 124, 126, 127, 128, 129, Lots 131 to 141, both inclusive, Lots 451, 472, 476, 482, 484, 485, 488, 495, 532, 543, 558, 593, 598, 603 and 604, 606, 632, 493, 633, 655, 660 and 686 of Sea Isle, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas according to the plat of said Subdivision recorded in Vol. 254-A, Page 76, in the office of the County Clerk of Galveston County, Texas.

TRACT 2: The surface only of Lots 91, 91-A, Lots 92 to 98, both inclusive, Lots 101, 102, 103, 363, to 367, both inclusive, Lots 369 to 372, both inclusive, Lots 379 to 385, both inclusive, Lots 387, 388, 389, 391, 392, 395, 402, 405, 406, 409, 410, 412, 417, 418, 421-A, Lots 422 to 425, both inclusive, Lots 427, 428, 434, 435, 436, 439, 441, 683, 795, 797, 798, 799, 800, 801, Lots 810 to 815, both inclusive, Lots 818 to 822, both inclusive, Lots 832 to 836, both inclusive, Lots 839, 840, 842, 843, 845, 854, 855, 856, 858, 860, 1365, 1398, West 1/2 of Lot 157 and the East 1/2 of Lot 158, West 1/2 of Lot 158, West 1/2 of Lot 159 and East 1/2 of Lot 160, East 1/2 of Lot 159 and West 1/2 of Lot 160, West 1/2 of Lot 163 and East 1/2 of Lot 164, West 1/2 of Lot 165 and East 1/2 of Lot 166, West 1/2 of Lot 167 and East 1/2 of Lot 168, West 1/2 of Lot 169 and East 1/2 of Lot 170, of Sea Isle First Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to plat of said Subdivision of record in Vol. 254-A, Page 78, in the office of the County Clerk of Galveston County, Texas.

TRACT 3: The surface only of Lots 609, 612, 617, 619, 622, 623, 624, 627, Lots 695 to 699, both inclusive, Lots 702, 705, 706, 712, 713, 715, 716, 717, 722, 728, 729, 730, 733, 734, 736, 748, 1369, 1371, 1417, 1424 and 1436, of Sea Isle Second Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to plat of said Subdivision of record in Vol. 254-A, Page 81, in the office of the County Clerk of Galveston County, Texas.

TRACT 4: The surface only of Lots 1447, 1453, 1454, 1456, 1461, 1463, 1467, 1476 of Revision of Second Extension to Sea Isle, a Subdivision in Galveston County, Texas, according to plat of said Revision of record in Vol. 254-A, Page 89, in the office of the County Clerk of Galveston County, Texas.

TRACT 5: The surface only of Lots 1488, 1489, 1508, 1510, 1511, 1513, 1514, 1516, 1521, 1522, 1523, 1525, 1527, 1529, 1530, 1532, 1534, 1535, 1536, 1537, 1538, 1539, 1541, 1543, 1545, 1546, 1548, 1549, Lots 1550 to 1556, both inclusive, of Sea Isle Third Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to plat of said Subdivision recorded in Vol. 1616, Page 18, in the office of the County Clerk of Galveston County, Texas.

TRACT 6: The surface only of Lots 752, 753, 754, 774, 778, 779, 788, 791, 792, 794, Lots 861 to 867, both inclusive, Lots 876 to 889, both inclusive, Lots 1578, 1579, Lots 1581 to 1586, both inclusive, Lots 1588, 1589, 1591, 1593, 1595, 1597, 1599, 1601, 1602, 1604, 1605, 1606, 1607, 1608, 1610, 1615, 1619, 1622, 1623, 1626, 1629, 1633, 1638 of Sea Isle, 4th Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to the map of said Subdivision recorded in Book 1616, Page 46, in the office of the County Clerk of Galveston County, Texas.

TRACT 7: The surface only of Lots 305 to 325, both inclusive, Lots 328 to 337, both inclusive, Lots 339 to 347, both inclusive, Lots 355, 356, 357, 360, 361, 362, Lots 1557 to 1570, both inclusive, of Sea Isle, 5th Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to the map of said Subdivision recorded in Book 1616, Page 83, in the office of the County Clerk of Galveston County, Texas; **SAVE AND EXCEPT** Lots 313 and 314.

BOOK 1616 PAGE 840

EXHIBIT "A"
(Page 1 of 2)

A CERTIFIED COPY
Att. 08-22-2006
MARY ANN DAGLE, County Clerk
Galveston County, Texas
By Walter L. Anderson, Jr.
Deputy
GALVESTON COUNTY, TEXAS

TRACT 8: The surface only of Lots 1882 to 1885, both inclusive, Lots 1887, 1888, 1889, 1891, 1897, 1898, 1899, 1901, 1903, 1905, 1906, 1908, 1911, 1912, and 1913, of Sea Isle, 6th Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to the map of said Subdivision recorded in Book 1616, Page 86, in the office of the County Clerk of Galveston County, Texas.

TRACT 9: The surface only of Lots 1750 to 1757, both inclusive, Lots 1761 to 1772, both inclusive, Lots 1774 to 1778, both inclusive, Lots 1780 and 1781, Lots 1784, and 1785 of the Seventh Extension to Sea Isle, a Subdivision in Galveston County, Texas, according to the map of said Subdivision of record in Vol. 1616, Page 87, in the office of the County Clerk of Galveston County, Texas.

TRACT 10: The surface only of Lots 1916 to 1931, both inclusive, Lots 1933, 1935, 1936, and 1937 of Sea Isle, 8th Extension, a Subdivision in Galveston County, Texas, according to the map of said Subdivision of record in Vol. 1616, Page 111, in the office of the County Clerk of Galveston County, Texas.

TRACT 11: The surface only of Lots 1850 to 1856, both inclusive, Lots 1858 to 1872, both inclusive, Lots 1874, and 1876 to 1881, both inclusive, of Sea Isle, 9th Extension, a Subdivision in Galveston County, Texas, according to the map of said Subdivision of record in Vol. 1616, Page 114, in the office of the County Clerk of Galveston County, Texas.

TRACT 12: The surface only of Lots 204, 206 to 218, both inclusive, and Lot 220, of Sea Isle, 10th Extension, a subdivision in Galveston County, Texas, according to the map of said Subdivision of record in Vol. 1616, Page 116, in the office of the County Clerk of Galveston County, Texas.

TRACT 13: The surface only of Lots 1643 to 1652, both inclusive, Lots 1654 to 1691, both inclusive, Lots 1693, 1694 of Sea Isle, 11th Extension, a Subdivision in Section 12, of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to the map of said Subdivision recorded in Book 1616, Page 120, in the office of the County Clerk of Galveston County, Texas.

TRACT 14: The surface only of Lot 1696, Lots 1698 to 1701, both inclusive, Lots 1703 to 1719, both inclusive, Lots 1721 to 1746, both inclusive, of Sea Isle, 12th Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to the map of said Subdivision recorded in Book 1616, Page 122, in the office of the County Clerk of Galveston County, Texas.

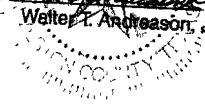
TRACT 15: The surface only of Lots 1818 to 1846, both inclusive, Lots 1848 and 1849, of Sea Isle, 13th Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to the map of said Subdivision recorded in Book 1616, Page 119, in the office of the County Clerk of Galveston County, Texas.

TRACT 16: The surface only of Lots 1786 to 1789, both inclusive, Lots 1791 to 1817, both inclusive, of Sea Isle, 14th Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to the map of said Subdivision recorded in Book 1616, Page 121, in the office of the County Clerk of Galveston County, Texas.

EXHIBIT "A"
(Page 2 of 2)

DEED OF TRUST
BOOK 1968 PAGE 841

A CERTIFIED COPY
Attest: DEC 22 2003
MARY ANN DAIGLE, County Clerk
Galveston County, Texas
By: [Signature] Deputy
Walter T. Anderson, Jr.



The deed to be given in performance of this contract and the BUYER'S right to use the land pending performance of the contract shall contain the following restrictive covenants, easements, reservations, charges and conditions which are part of a general development plat of the land referred to hereinabove and shall run with and bind the land to be conveyed hereunder subject to the right of the then owner of tract under development of which said premises are a waiver may be desirable or necessary.

1. No building or other structure shall be used, erected or maintained on the premises for any business or commercial purpose whatsoever except on such lots as are reserved for commercial purposes as from time to time designated by the Grantor.
2. Single family detached type dwellings, only one to be erected on any one lot, shall be permitted, and private garages in harmony with the main dwellings may be erected but must be at least fifty (50) feet from the front line of the lot, except when connected directly with the main dwellings, and such dwelling shall contain not less than six hundred (600) square feet of living area, and every structure or building or addition thereto shall be affixed to the ground in a permanent manner. However, dwellings may be elevated on piles. No rubbish or debris shall be stored or placed thereunder except in enclosed areas and screened from public view. Before any building or structure is erected on any lot, the plans for the same must be approved by the Grantor, its nominee or successors or assigns, or the Architectural Committee.
3. No buildings shall be erected on any lot within twenty (20) feet of the front line of said lot nor within ten (10) feet of the side line of an adjoining lot or street. No septic tank shall be placed or installed within sixty (60) feet of any shore line and no privy vault shall be erected or maintained on the premises, and no tents, Quonset huts or trailers, temporary or portable buildings or structures shall be placed, used or erected on said land, and no animals shall be kept or maintained on the premises except customary and usual household pets.
4. Sewage from all buildings erected on the premises shall be cared for by the owners or occupants by the installation of a septic tank which at all times should be maintained in a proper sanitary condition and shall be in compliance with any applicable State, County or local health or sanitation laws, regulations or ordinances. Installation of septic tank to be approved by Grantor.
5. No signs for advertising purposes shall be erected or maintained on the premises.
6. The premises shall be used for residential purposes only, except for such lots as may from time to time be designated by the Grantor to be for business, recreational or commercial purposes.
7. If the premises abuts or borders on any canal or body of water, the land conveyed shall not include any of the land which is normally flowed or covered by said waters and it is not intended that the deed evidencing such conveyance shall include any riparian rights in and to said waters, or the shore line below the normal high water mark, and no piers, docks or mooring facilities shall be installed, erected or maintained until the plans and specifications for the same have been approved in writing by the Grantor.
8. Each lot included in this conveyance shall be subject to an annual charge of Forty-five (\$45.00) Dollars and the Grantee agrees to pay to the Grantor or its nominee the sum of \$45.00 for each lot annually on the first day of each year hereafter for beach and recreational privileges, whether the same are exercised or not. The title to all land designated as beach or recreation area is expressly retained by the Grantor. The Grantee further agrees that the use of said beaches or recreation areas is subject to approval of the user for membership in SEAWAY BOAT CLUB, INC., as hereinabove provided, and to compliance with the rules and regulations from time to time promulgated by the Grantor, it being understood that the charge for such beach and recreational privileges shall constitute a debt which may be collected by suit in any court of competent jurisdiction, and upon the conveyance of any of the land described herein, successive owner or owners shall, from the time of acquiring title, be held to have covenanted and agreed to pay the Grantor, all past or future charges, as provided for in this paragraph.
The Grantor shall be the sole owner of the said charge and lien for beach and recreational privileges and shall maintain beaches and recreation areas in such manner as Grantor shall, in its sole discretion, deem advisable, subject to the advice and recommendations of an advisory committee of property owners in the development of which the demised premises are a part; and the Grantee shall use said beaches and recreational facilities only in accordance with the rules and regulations of the Grantor, and the Grantee does hereby expressly recognize in the Grantor the right to deny the use of said beaches or recreational areas for violation of such rules and regulations without impairing the obligation to pay the charge for the same as herein provided.
9. The Grantor hereby reserves, without further assent or permit from the Grantee, unto itself, or to grant to any public utility company, municipality or water company an easement or a right of way granting the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenues, ways on which the land to be conveyed abuts, and also on a ten (10) foot strip of land located in the rear of the lots to be conveyed hereunder, electric light, telephone and telegraph poles and wires; water, sewer, gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the Grantor, or any utility company or municipality, be deemed necessary or advisable in connection with the beneficial use of the lots shown on a plat of the land to be conveyed hereunder, and all claims for damages, if any, by the construction, maintenance and repair thereof, or on account of temporary or other inconvenience caused thereby against the Grantor or any utility company or municipality, or any of its agents or servants, is hereby waived by the Grantee. The Grantor does further reserve the right to change, lay out anew or discontinue any street, avenue or way shown on the plat of development not necessary for ingress or egress to and from the premises to be conveyed hereunder. No dedication of public use of roads, streets, avenues, way or beaches is intended to be made by the conveyance hereunder.
10. Failure to promptly enforce any of the above restrictions, covenants or conditions shall not be deemed a waiver of the right to do so thereafter, and the invalidation of any of the above covenants or restrictions by judgment of any competent court shall in no wise affect any of the other provisions which shall remain in full force and effect.
11. The Grantor shall have the full right and authority to enter upon the land conveyed at any time to ascertain compliance with the above referred to restrictions and shall have the right to institute legal or equitable proceedings to enforce compliance with such restrictions.
12. Grantee at his own expense must keep the premises free from high grass, weeds and rubbish.
13. The water tap is to be inspected and approved by Grantor.

The above referred to restrictions, reservations, covenants and conditions shall be binding upon the respective parties, their heirs, successors and assigns, and persons wherever used shall include the feminine or the plural or the singular wherever the context so admits.

EXHIBIT "B"

A CERTIFIED COPY
 Attest: DEC 22 2005
 MARY ANN DAIGLE, County Clerk
 Galveston County, Texas
 By: [Signature] Deputy
 Walter T. Anderson, Jr.

BOOK 1308 PAGE 842

FILED FOR RECORD
 at 11:29 o'clock A-M
JUL 23, 1968
GERTRUDE McKENNA
 CLERK, CLERK OF GALVESTON COUNTY, TEXAS
 By [Signature] Deputy

STATE OF TEXAS
 I hereby certify that this instrument was filed on the
 date and time stamped hereon by me and was duly recorded
 in the volume and page of the named records of Galveston
 County, Texas as stamped hereon by me.



JUL 23 1968

[Signature]
 COUNTY CLERK, Galveston County, Texas

DEED OF TRUST
 BOOK 1968 PAGE 843

A CERTIFIED COPY
 Attest: DEC 22, 2005
MARY ANN DAIGLE, County Clerk
 Galveston County, Texas
 By [Signature] Deputy
 Walter T. Anderson, Jr.

William Hamm
6025 Sea Isle
Galveston Tx 77554

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2005 DEC 22 02:42 PM 2005086469
MAYCUM_S \$40.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

RECORDER'S MEMORANDUM

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