

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND MASTER PLAT FOR HARBORSIDE CONDOMINIUMS, A CONDOMINIUM PROJECT IN GALVESTON COUNTY, TEXAS

019-71-0047

THE STATE OF TEXAS *
*
COUNTY OF GALVESTON *

This Declaration of Covenants, Conditions and Restrictions and Master Plat for **HARBORSIDE CONDOMINIUMS**, is made on the date hereinafter set forth by **Harborside Lofts on the Strand, Inc., a Texas Corporation, whose mailing address is 353 E. Parkwood, Friendswood, Texas 77546**, (hereinafter referred to sometimes as "Developer" or "Declarant"), pursuant to the provisions of the Texas Uniform Condominium Act, Texas Property Code, Chapter 82 (hereinafter referred to as the "Act"), for the purpose of submitting the hereinafter described real property and the improvements located thereon to a condominium regime

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Galveston, Galveston County, Texas, more fully described on Exhibit "A" attached hereto and made a part hereof as if fully set forth herein, and

WHEREAS, Declarant desires by recording this **Declaration of Covenants, Conditions and Restrictions and Master Plat, HARBORSIDE CONDOMINIUMS, a Condominium Project**, together with the condominium by-laws attached hereto as Exhibit B and the condominium subdivision plan attached hereto as Exhibit C (both of which are hereby incorporated by reference and made a part hereof), to establish a condominium project known as **HARBORSIDE CONDOMINIUMS, a Condominium Project**, (being hereinafter sometimes referred to as "**HARBORSIDE CONDOMINIUMS**") under the provisions of the Act, and to provide and adopt a uniform plan of development including assessments, conditions, covenants, easements, reservations and restrictions designed to govern, control and preserve the values and amenities of the Property for the development, improvement, sale, use and enjoyment of the Property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities of said condominium project, to create a Property Owners Association to which shall be delegated and assigned the powers of administering and enforcing these assessments, conditions, covenants, easements, reservations and restrictions, including levying, collecting and disbursing the assessments; and

WHEREAS, there has been or will be a Property Owners Association created under the laws of the State of Texas, which association shall be governed through its Board of

Directors for the purpose of exercising the functions aforesaid, and whose Directors will establish by-laws

NOW, THEREFORE, Declarant does upon the recording hereof, establish **HARBORSIDE CONDOMINIUMS** as a condominium project under the Act and does declare that **HARBORSIDE CONDOMINIUMS, A Condominium Project**, shall, after such establishment, be held conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in any other manner utilized, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this **Declaration of Covenants, Conditions and Restrictions and Master Plat, HARBORSIDE CONDOMINIUMS, A Condominium Project**, and Exhibits A, B, C and D hereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and shall be deemed to run with all or any portion of **HARBORSIDE CONDOMINIUMS** and shall be binding on all parties, now and at anytime hereinafter having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each owner of any part of the Property

ARTICLE I DEFINITIONS

The defined terms listed in Article I when used in this document shall have the meaning assigned to them. Defined terms are for the purpose of interpreting the intent and meaning through specificity thereby eliminating the multifarious context of common and ordinary usage that could be afforded said term.

Section 1.1 "Assessment" or "Assessments" shall mean and refer to those Assessments or Special Assessments as may be charged against an Owner from time to time by the Association

Section 1.2 "Association" shall mean and refer to the property owner's association that has been or will be incorporated under the laws of the State of Texas, its successors and assigns.

Section 1.3 "Board" shall mean and refer to the duly elected Board of Directors of the Association

Section 1.4. "Common Areas" shall mean all real property owned by the corporation for the common use and enjoyment of the owners

Section 1.5 "Corporation" shall mean and refer to **HARBORSIDE CONDOMINIUMS OWNERS ASSOCIATION, INC.**, a corporation organized under the Texas Non-Profit Corporation Act for the management of the Project, the membership of which consists of all of the Owners in the Project.

Section 1.6. "Common Expense Charges" include (1) expenses of maintenance, operation, repair or replacement of the common elements; (2) expenses declared

Common Expenses by provisions of this declaration, the Articles of Incorporation of HARBORSIDE CONDOMINIUMS OWNERS ASSOCIATION, INC., or its By-Laws, and (3) any valid charge against the Corporation.

Section 1.7. "Condominium" shall mean and refer to the separate ownership of a Suite, together with an undivided ownership interest in the limited and general common elements as set forth and defined herein

Section 1.8. "Condominium Project" or "Project" shall mean and refer to HARBORSIDE CONDOMINIUMS as a condominium project established in conformance with the provisions of the Act

Section 1.9. "Declaration" shall mean and refer to the covenants, conditions, and restrictions and all other provisions herein set forth in this entire document as they may be from time to time amended

Section 1.10. "Declarant" shall mean and refer to Harborside Lofts on the Strand, Inc , a Texas corporation, its successors and assigns.

Section 1.11. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Articles of Incorporation of the Association, which shall consist of all Owners

Section 1.12. "Notice" shall mean and refer to (i) written notice delivered personally or mailed to the last known address of the intended recipient, or (ii) notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Galveston County, Texas

Section 1.13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Condominium which is part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.14. "Property" or "Properties" shall mean and refer to all real property described above and shown on Exhibit "A" attached hereto and made a part hereof.

Section 1.15. "Special Assessment" shall mean and refer to Assessments which may be levied from time to time against an Owner as provided in Article IV hereof

Section 1.16. "Suite" shall mean and refer to an enclosed space consisting of one or more rooms occupying part of one or more floors in the Condominium Project as such space may be further described and delimited in the Condominium Plan attached hereto as Exhibit C.

**ARTICLE II
MANAGEMENT OF THE PROJECT**

Section 2.1. Membership in Association. Every person or entity who is a record owner of a fee or undivided fee interest in any Suite which is subject to the Declaration or to assessment by the Corporation, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Suite, which is subject to assessment, by the Corporation. Ownership of such Suite shall be the sole qualification of Membership in the Association.

Section 2.2. Voting Rights. The percentages of value assigned to each Suite in the Condominium Project are equal regardless of the approximate size of each Suite in relation to the others (excluding patios, balconies and/or storage rooms, if any). The percentage of value assigned to each Suite in the Condominium Project is 5.26315%, however, the 1st Floor of the Condominium Project shall receive a value assigned to it of 26.315%. With respect to voting, the Association shall have two (2) classes of voting Membership, which are as follows

(1) **Class A.** Class A Members shall be all Owners except Declarant, and shall be entitled to one (1) vote for each Condominium Suite owned, however, the Owners of Suite 101 and 102 or any subdivision thereof, shall be entitled to a total of 5 votes. When more than one (1) person holds an interest in any Condominium Suite, all such persons shall be deemed to be Members, but the vote of such Suite shall be as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to a Suite

(2) **Class B.** Declarant shall be the sole Class B Member and shall be entitled to four (4) votes for each Suite owned. Declarant's status as a Class B Member in the Association shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier

- (a) when the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership, or
- (b) ten (10) years from the date of recordation of this Declaration, or
- (c) at the option of Declarant by written Notice thereof to the Board. No Member other than Declarant shall be a Class B Member

So long as Developer owns one or more Suites in the Condominium Project, Developer shall be subject as an Owner to the provisions of this **Declaration of Covenants, Conditions and Restrictions and Master Plat, HARBORSIDE CONDOMINIUMS, A Condominium Project** and Exhibits A, B, C and D attached hereto.

Section 2.3. Who Manages the Association? The affairs of the Project shall be managed and administered by the Association. The Association shall have the power and obligation to provide for the maintenance, repair, replacement, administration, and operation of the Project as herein provided and as provided in the Association's Articles of Incorporation, By-Laws and Rules and Regulations. Without limiting the generality of the foregoing, the Association, acting through its Board, shall be entitled to enter into such contracts and agreements concerning the Project as the Board deems reasonable, necessary or appropriate to maintain and operate the Project, including, without limitation, the right to grant utility and other easements with respect to the Project or parts thereof for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby landowners, or entities representing such landowners, on matters of mutual interest such as maintenance, trash removal, traffic and repair. The rights, powers and duties of the Association set out in this Declaration shall be exercised by the Board or its designees.

Section 2.4 Board of Directors. The number, term and qualification of the Directors on the Board of Directors of the Association shall be fixed in the Articles of Incorporation and/or By-Laws of the Association, and the Board of Directors shall meet as set forth in said By-Laws. Any action or inaction by the Board made or taken in good faith shall not subject the Board, or any individual member of the Board, to any liability to the Association, its Members, or to any other party. In addition to its other powers conferred by law or hereunder, the Board shall be empowered to create procedures for resolving disputes between Members, and the Board or the Association, including the appointment of committees to consider and recommend resolutions to any such dispute.

Section 2.5 What is an Assessment and its Purpose? The Assessments are levies by the Association and shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners in the Property, and for the enforcement of these covenants, conditions and restrictions for the mutual benefit of the Owners and/or Members. The Assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing contractual lien upon the Suite against which each Assessment is made. The Declarant, for each Suite owned within the Property, hereby covenants, and each Owner of any Suite by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such Assessment. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2.6. How may the Association levy an Assessment against a Member? The Assessment may only be levied where preceded by ten (10) days written Notice delivered to such Member at the address of the Suite owned by such Member, and a hearing before the Board at which time the Member shall have an opportunity to explain to the satisfaction of the Board the conduct giving rise to the need for an Assessment and defense in answer thereto. Within three (3) days after such hearing, the Board shall deliver written Notice of its determination to such Member, and if an Assessment has, as a result of such hearing,

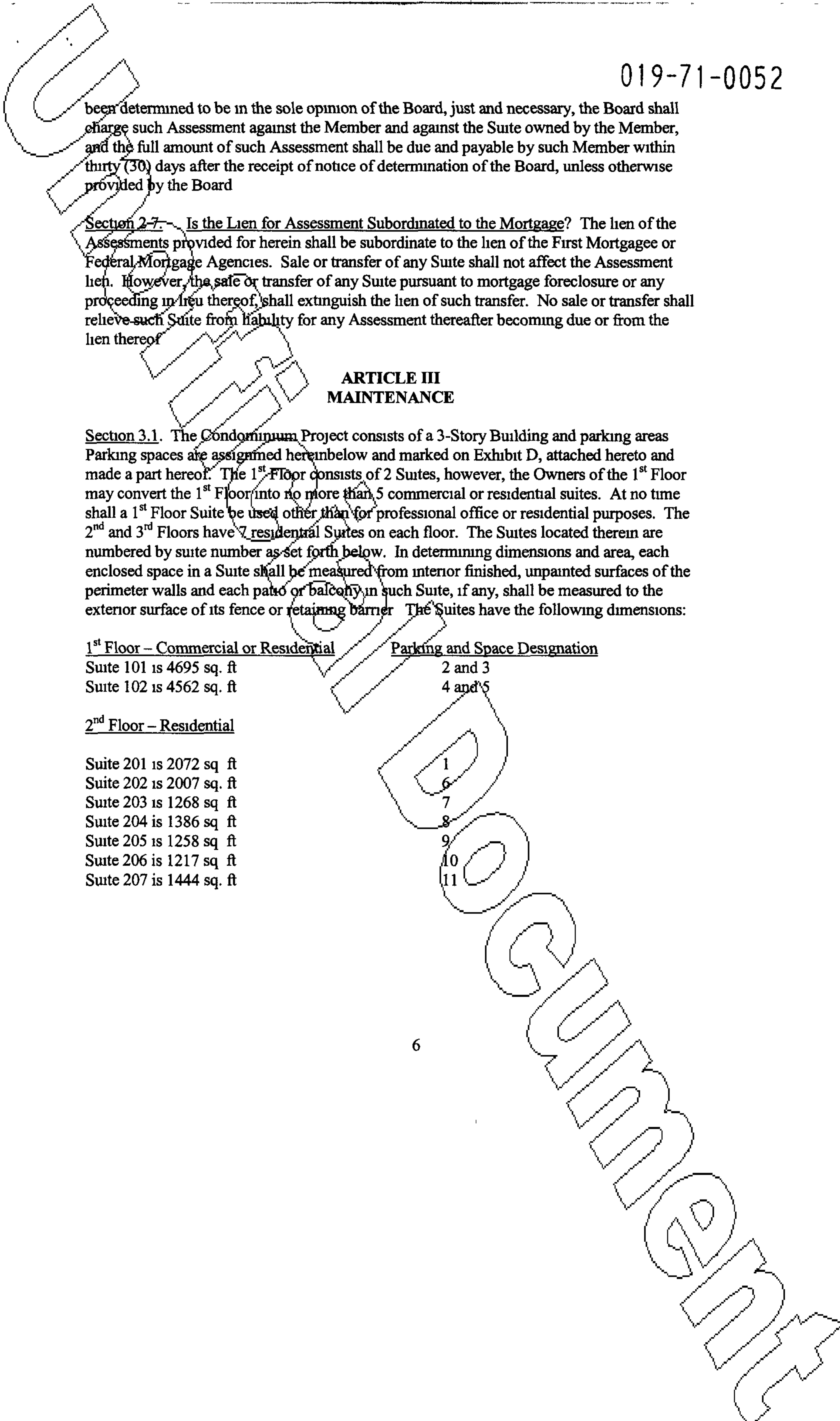
been determined to be in the sole opinion of the Board, just and necessary, the Board shall charge such Assessment against the Member and against the Suite owned by the Member, and the full amount of such Assessment shall be due and payable by such Member within thirty (30) days after the receipt of notice of determination of the Board, unless otherwise provided by the Board

Section 2-7. Is the Lien for Assessment Subordinated to the Mortgage? The lien of the Assessments provided for herein shall be subordinate to the lien of the First Mortgagee or Federal Mortgage Agencies. Sale or transfer of any Suite shall not affect the Assessment lien. However, the sale or transfer of any Suite pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such transfer. No sale or transfer shall relieve such Suite from liability for any Assessment thereafter becoming due or from the lien thereof

**ARTICLE III
MAINTENANCE**

Section 3.1. The Condominium Project consists of a 3-Story Building and parking areas. Parking spaces are assigned hereinbelow and marked on Exhibit D, attached hereto and made a part hereof. The 1st Floor consists of 2 Suites, however, the Owners of the 1st Floor may convert the 1st Floor into no more than 5 commercial or residential suites. At no time shall a 1st Floor Suite be used other than for professional office or residential purposes. The 2nd and 3rd Floors have 7 residential Suites on each floor. The Suites located therein are numbered by suite number as set forth below. In determining dimensions and area, each enclosed space in a Suite shall be measured from interior finished, unpainted surfaces of the perimeter walls and each patio or balcony, in such Suite, if any, shall be measured to the exterior surface of its fence or retaining barrier. The Suites have the following dimensions:

<u>1st Floor – Commercial or Residential</u>	<u>Parking and Space Designation</u>
Suite 101 is 4695 sq. ft	2 and 3
Suite 102 is 4562 sq. ft	4 and 5
 <u>2nd Floor – Residential</u>	
Suite 201 is 2072 sq. ft	1
Suite 202 is 2007 sq. ft	6
Suite 203 is 1268 sq. ft	7
Suite 204 is 1386 sq. ft	8
Suite 205 is 1258 sq. ft	9
Suite 206 is 1217 sq. ft	10
Suite 207 is 1444 sq. ft	11



3rd Floor – Residential

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Suite 308 is 2072 sq. ft.	12
Suite 309 is 2007 sq. ft.	13
Suite 310 is 1268 sq. ft.	14
Suite 311 is 1386 sq. ft.	15
Suite 312 is 1258 sq. ft.	16
Suite 313 is 1217 sq. ft.	17
Suite 314 is 1444 sq. ft.	18

Each Suite shall consist of the following portions of the building in which it is located: (i) the interior surface of each perimeter wall; (ii) the interior surface of the perimeter ceiling; (iii) the upper surface of the concrete sub-floor; (iv) the interior surface (including all glass or glass substitute) of the windows and doors set in bearing walls; (v) the exterior surface of each boundary wall of the patio or retaining barrier of each balcony, if any; (vi) the air space enclosed within the area described and delimited in (i) through (iv) above, (vii) any and all walls, ceilings, floors, partitions and dividers wholly within such air space (but excluding any pipes, ducts, wires, cables, conduits, bearing beams or supports contained within such walls, ceilings, floors, partitions and dividers or within such air space, and (viii) all plumbing, heating, ventilating, air conditioning, lighting, cooking, and other fixtures and equipment (exclusive of pipes, ducts, wires, cables or conduits) located wholly or partly within such air space.

Section 3.2. It is expressly stipulated, and each and every purchaser of a Condominium Suite, his heirs, executors, administrators, assigns, and/or its successors and assigns and grantees hereby agree that the square footage, size and dimensions of each Suite as set out and shown in this Declaration or in the said survey plats attached as Exhibits hereto, are approximate and are shown for descriptive purposes only, and that the Developer does not warrant, represent or guarantee that any Suite actually contains the area, square footage or dimensions shown by the plat thereof. Each purchaser and Owner of a Condominium Suite or interest therein has had full opportunity and is under a duty to inspect and examine the Suite purchased by him prior to the purchase thereof, and agrees that the Suite is purchased as actually and physically existing. Each purchaser of a Condominium Suite hereby expressly waives any claim or demand which he may have against the Developer on account of any difference, shortage or discrepancy between the Suite as actually and physically existing and as it is shown on the respective plat thereof, which is attached as an Exhibit hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Suites or of any Suites reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be the boundaries, regardless of settling, rising, or lateral movement of the building and regardless of variances between the boundaries shown on the plat and those of the building.

Section 3.3 Each Owner of a Suite within the Condominium Project shall have an exclusive right to his Suite and shall have the right to share with other Owners the General Common Elements as hereinafter set forth.

Section 3.4 The general and limited common elements of the Condominium Project are as follows:

A. The general common elements consist of:

- (i) The land in the Condominium Project as more particularly described on Exhibit A hereto;
- (ii) The foundations, columns, and bearing walls (including any windows, doors and chimneys therein, roofs, attics, ceilings and floors, halls, lobbies, or thoroughfares such as stairways, entrances, exits or communication ways and any other portion of the building located on the land described above not included within any Suite;
- (iii) The premises and facilities, if any, used for the common laundry, common storage, maintenance or repair of the Condominium Project, including the premises, facilities and equipment for furnishing hot water;
- (iv) All common recreational facilities, if any, including without limitation the grounds, yards and walkways;
- (v) Unassigned parking spaces which are designated as parking spaces on the condominium subdivision plan attached hereto as Exhibit C (but which have not been designated with a Suite number); and
- (vi) All other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Project.

B. The limited common elements, being those common elements reserved for the use of specified Suites to the exclusion of others, consist of:

- (i) Assigned parking spaces designated with a Suite number;
- (ii) Compartments or installations of central services, if any, such as power, light, electricity, telephone, gas, cold and hot water, plumbing, reservoirs, water tanks and pumps, incinerators, and all similar devices and installation; and
- (iii) The storage rooms located outside the boundaries of the Suites, if any, designated with a number corresponding to a Suite number as described on the condominium subdivision plan attached hereto as Exhibit C

Section 3.5. Each Owner shall bear the cost of maintenance, repair and replacement of the following items within or serving such Owner's Suite, patio or balcony, and entrance and stairway: interior surfaces of all perimeter and interior walls, ceiling and floors (including carpeting, tile, wall paper, paint or other covering); garbage disposals, ranges, refrigerators, dishwashers, washing machines, dryers, light fixtures, and any and all other appliances of any nature whatsoever; heating, ventilating and air conditioning equipment servicing such Suite (although such equipment may be located in part outside such Suite); interior and

exterior doors, including all hardware thereon; window panes and light bulbs; plumbing and other fixtures of any nature whatsoever, "built-in" features; and decorative features; fireplaces, if any, and, any furniture and furnishings.

Section 3.6 Each Owner shall bear the cost of gas, water, electricity separately metered to his Suite, telephone and/or cable television installation and service and any other utility charge billed directly by a utility company furnishing such service to an Owner or Suite.

Section 3.7 The cost of gas, water, electricity, only to the extent not separately metered, and any other utility service (except as provided for above) shall be expenses of administration of the Condominium Project to be assessed in accordance with the Condominium By-Laws attached hereto as Exhibit B. The Board of Directors for the Condominium Association may include the cost of the gas, water, electricity and any other utility service not separately metered in the regular maintenance assessment invoice or the association may bill the individual Suite owners their pro-rata share separately

Section 3.8. In the event of nonpayment by any Owner of such Owner's portion of the monthly or special maintenance assessments and/or the cost of gas, water, and electricity, the association may, upon ten (10) days prior written notice thereof to the nonpaying owner, in addition to all other rights and remedies available hereunder or by state law, cut off utilities furnished through use of any part of the Common Elements or Limited Common Elements to the Suite owned by such nonpaying owner

Section 3.9. The cost of maintenance, repair and replacement of both general and limited common elements (except to the extent such costs are borne by each Owner as set forth above) shall be an expense of administration of the Condominium Project to be assessed in accordance with the Condominium By-Laws attached hereto as Exhibit B.

Section 3.10 Subject to the provisions contained herein, no Owner shall use his Suite or the general or limited common elements in any manner inconsistent with the purpose of the Condominium Project, or in any manner so as to interfere with or impair the rights of another Owner in the use and enjoyment of his Suite or the general or limited common elements.

ARTICLE IV COMMON EXPENSE ASSESSMENTS

Section 4.1. Creation of the Lien and Personal Obligation of Assessments The Declarant, as Owner of the real property, hereby covenants, and hereinafter each Owner of any Suite by acceptance of a Deed therefore, whether or not it shall be so expressed in any such Deed or other conveyance, is deemed to covenant and agrees to pay the Corporation (1) monthly assessments or charges, and (2) special assessments for capital improvement, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the

land and shall be a continuing lien upon the property against which such interest, cost, and reasonable attorney's fees shall also be the personal obligation of the person or entity who was the Owner of the land at the time when the assessment became due. The personal obligation shall not pass to his/its successors in title unless expressly assumed by them.

Section 4.2. Purpose of Assessment. The assessments levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the occupants in the Properties and in particular for the improvement and maintenance of the Common Areas. Such uses may include, but are not limited to, the cost of the Corporation of all Common Area taxes, insurance, repair, replacement and maintenance of the Common Areas, as may, from time to time, be authorized by the Board of Directors, and other facilities and activities including, but not limited to, landscaping, garbage pick-up, and other charges required by this Declaration of Covenants, Conditions and Restrictions or that the Board of Directors of the Corporation shall determine necessary or desirable to meet the primary purpose of the Corporation, including the establishment and maintenance of a reserve for repair and maintenance, taxes, insurance, and other charges as specified herein.

Section 4.3 Basis and Maximum of Monthly Assessments. The maximum monthly assessment shall be \$0.12 per square foot of each Suite, assessed on a monthly basis, until and unless such maximum assessment is increased/decreased as provided below.

- (a) The maximum monthly assessment may be increased/decreased by a vote of the Members provide that such change shall have the assent of two-thirds (2/3rds) of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Corporation is authorized to participate under its Articles of Incorporation.

Section 4.4 Special Assessment for Capital Improvements In addition to the monthly assessments authorized above, the Corporation may levy, in any assessment 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, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the Members who are voting in person or by proxy, at a special meeting duly called for this purpose, written notice of shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

Section 4.5 Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all Suites as provided in Section 4.3 hereof, and may be collected on a monthly basis, i.e. one-twelfth (1/12th) of any special assessment on each Suite each month.

Section 4.6 Quorum for any Action Authorized Under Sections 4.3 and 4.4 At the first meeting called, as provided in Sections 4.3 and 4.4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4.3 and 4.4, and the required quorum, at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

Section 4.7. Date of Commencement of Monthly Assessments. Due Dates. The assessments provided for herein shall commence as to all Suites on the first day of the month following the conveyance of the Common Area. The first monthly assessment shall be adjusted according to the number of days remaining in the month. The Board of Directors shall have the right to adjust the monthly assessment 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 shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The corporation shall, upon demand, at any time furnish a certificate in writing signed by an officer of the Corporation setting forth whether the assessment on a specified Suite has been paid.

Section 4.8. Effect of Non-Payment of Assessments. Remedies of the Corporation. Assessments which are not paid when due shall be delinquent. Assessments which are not paid within ten (10) days after due date shall bear interest from the due date until paid at the rate of ten percent (10%) per annum, and the Corporation may foreclose the lien against the property or bring action at law against the Owner personally obligated to pay the same. Interest, cost of court, expense and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment. Each owner, by his execution of this Declaration of Covenants, Conditions and Restrictions, or by his acceptance of this Declaration, hereby expressly grants to HARBORSIDE CONDOMINIUMS OWNERS ASSOCIATION, INC., a lien (with power of sale) to secure the payment of such assessment and charges and vests in said corporation, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Corporation in a like manner as a mortgage or Deed or Trust lien on real property, and such Owner hereby expressly grants to the Corporation a power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Corporation and shall be for the benefit of all other Suite Owners. The Corporation acting on behalf of the Suite Owners shall have the power to bid for the interest foreclosed at a foreclosure sale and to acquire and hold, lease, mortgage, and convey the

same, and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding non-payment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Areas or abandonment of his Suite.

Section 4.9. Subordination of the Lien to Mortgages The lien for the assessments provided for herein shall be subordinate to the lien or any Suite to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Suite and undivided interest in common elements. Sale or transfer of any Suite shall not affect the assessment lien. However, the sale or transfer of any Suite pursuant to a foreclosure under such purchase money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments (but not the debt of the defaulting Owner) as to payments thereon which become due prior to such sale or transfer. No sale or transfer shall relieve such Suite from liability for any assessments thereafter due or from the lien thereof

Section 4.10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority; and
- (b) The Common Areas.

Section 4.11. Insurance Provided by the Corporation The Board of Directors shall have the authority to and shall obtain insurance for the Common Areas as follows:

- (a) Insurance on the Common Areas and all other risks insured by the standard extended coverage policies in use in the State of Texas (with vandalism and malicious mischief endorsements) in an amount sufficient to prevent the Corporation or the Suite Owners from becoming a co-insurer within the terms of the applicable policies, but in any event in an amount not less and the full insurable replacement cost thereof. The "full insurable replacement cost" of the Common Areas shall be determined from time to time, but not less often than once in a twelve (12) month period by the Board of Directors and the Board of Directors shall have the authority to obtain and pay for an appraisal by a person or organization selected by the Board of Directors in making such determination. The cost of any and all such appraisals shall be paid by the Common Expense Charges.
- (b) Comprehensive public liability and property damage insurance against claims for personal injury or death (with minimum coverage of \$500,000.00) or property damage (with minimum coverage of \$100,000.00) suffered by the public or any owner, agent, employee or invitees of any Owner, occurring in, on or about the Common Areas or upon, in or about the private driveways, roadways, walkways and passageways, on or adjoining the office buildings. The Board of Directors shall have the authority to and shall obtain an umbrella liability policy with a limit of at least \$1,000,000.00 to supplement

the above mentioned policies. Such public liability and property damage insurance shall afford protection to such limits as the Board of Directors shall deem desirable. Such liability and property damage insurance policy shall contain a cross-liability endorsement wherein the rights of named insureds under the policy shall not prejudice his, her or their action or actions against another named insured.

- (c) Such workmen's compensation insurance may be necessary to comply with applicable laws
- (d) Employer's liability insurance in such amount as the Board of Directors may deem desirable.
- (e) Fidelity bond indemnifying the Corporation, the Board of Directors and the Owners from loss of funds resulting from fraudulent or dishonest acts of any employee of the Corporation or of any other person handling the funds of the Corporation in such an amount as the Board of Directors may deem desirable.
- (f) Directors' and Officers' liability insurance for the Directors and Officers of the Association against any liability asserted against any such party, or incurred by such party in such capacity or arising out of such party's status as a Director or Officer.
- (g) Such other insurance in such reasonable amounts as the Board of Directors shall deem desirable

The premiums for all insurance acquired on behalf of the Corporation or the Owners pursuant to the provisions hereof shall be paid by the common expense assessments.

All insurance provided for in this Section shall be affected under valid and enforceable policies issued by issuers of recognized responsibility authorized to do business in the State of Texas. Policies of insurance of the character described in Subsections (a), and (b) of this Section 12 of this Article VI shall name as insureds the Corporation and each Owner, shall contain standard mortgagee clause endorsements in favor on the mortgagee or mortgagees of each commercial building, if any, as their respective interest may appear, shall be without contribution with regard to any other such policies of insurance carried individually by any Owner, whether such other insurance covers the office buildings owned by such Owner and/or the additions and improvements made by such Owner to his respective building shall provide that such policy shall not be terminated for non-payment of premiums or for any other cause without at least thirty (30) days prior written notice to the Corporation and at least ten (10) days prior written notice to the mortgagee of each commercial building. If possible, all policies of insurance of the character described in Subsection (a) of this Section 12 shall contain an endorsement extending coverage to include the payment of Common Expense Charges with respect to office buildings damaged during the period of reconstruction thereof.

Section 4.12. Individual Insurance Each Owner shall be responsible for insurance on the contents of their respective Suites. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Corporation for the benefit of all the Owners as above provided. Owners

may carry individual policies of liability insurance insuring against liability of such Owners at their own cost and expense.

ARTICLE V USE RESTRICTIONS

Section 5.1. Each Suite shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

Section 5.2.

- (a) The 1st Floor Suites shall be used for either professional office or residential use. The intended business use of a 1st Floor Suite, if other than professional office use, shall be approved by the Board prior to the sale of any said Suite for such purpose. The 2nd and 3rd Floor Suites shall be for only residential use. An Owner's or tenant's use of a Suite shall not endanger the health or disturb the reasonable enjoyment of any other Owner or occupant.
- (b) The Common Areas parking facilities shall be use for the parking of operative vehicles only. Said parking area shall not be used as a storage area for parts, machinery, inoperative cars, or anything judged to be a nuisance by the Corporation or the Board of Directors

Section 5.3. No buildings or structure shall be moved onto any part of the Condominium Project

Section 5.4 No advertising signs shall be erected, placed or permitted to remain on any 1st Floor Suite unless it complies with the sign ordinance of the City of Galveston

Section 5.5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Suite, except dogs, cats or other common household pets provided that they are not kept, bred or maintained for commercial purposes or in unreasonable numbers as determined in the sole discretion of the Board. All permissible household pets shall be kept restrained in the Suite of the Owner of such pets. The Owner of the Suite shall keep no more than two (2) household pets in the Suite for any extended period of time. Household pets should weigh less than 25 pounds.

Section 5.6 All rubbish, trash, or garbage shall be kept screened by adequate planting or fencing so as not to be seen from Suite windows and streets, and shall be regularly removed from the Suites, and shall not be allowed to accumulate thereon

Section 5.7 Without prior written authorization of the Board of Directors, no television or radio antennas of any sort shall be placed, allowed or maintained on any Suite or any portion of the exterior of the improvements located on the Property, nor upon any structure situated upon the Property.

Section 5.8 All fixtures and equipment installed within a Suite, commencing at a point where the utility lines, pipes, wires, conduits, or other fixtures and equipment enter the Suite of the Owner, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Suite or impair any easement or hereditament, nor do any act, nor allow any condition to exist which will adversely affect the other Suites or their Owners

Section 5.9. No vehicle shall be parked on streets or driveways so as to obstruct ingress and egress by Owners of Suites, their clients, employees, tenants, visitors and invitees except for the reasonable needs of emergency, construction, or service vehicles. Guest parking areas shall not be used by the Owners of Suites for parking or storing boats, trailers, camping Suites, or any personal vehicles and the Board of Directors may insure the proper use of said areas in such legal manner as it deems necessary

Section 5.10. No window or wall-type air conditioner Suite shall be permitted to be used, erected, placed or maintained in or on any building in any part of the Property without prior written approval of the Board of Directors.

Section 5.11 No noxious or offensive activity of any sort shall be permitted, nor shall anything be done in any Suite, which may be or become, in the opinion of the Board, an annoyance or nuisance to the neighborhood

Section 5.12. No Owner shall make structural alterations or modifications to his Suite or to any of the Common Elements, including the erection of antennae, satellite dishes, aerials, awnings, the placement of any reflective or other material in the windows of the Suite (other than uniform draperies approved by the Board of Directors) or other exterior attachments without the prior written approval of the Association. The Association shall not approve any alterations, decorations or modifications that would jeopardize or impair the soundness, safety or appearance of the Condominium Project. The use or keeping of a waterbed in any Suite shall be deemed a structural hazard and shall not be permitted.

Section 5.13 There shall be no daily or weekly rentals of a Suite. Suites may be leased, but for a period of at least six (6) months

Section 5.14 The Board of Directors shall have the power to adopt, publish, and enforce such additional use restrictions, rules and regulations as deemed necessary from time to time for the benefit, enjoyment, health, safety, and welfare of the Owners and the Corporation

ARTICLE VI EASEMENTS AND UTILITIES

Section 6.1. Each Owner and the Association shall have the following easements to, through and over the general and limited common elements to the extent necessary for such Owner's maintenance, repair and replacement;

- A to paint, remove and replace and finish on the interior surface of any general or limited common element appurtenant to his Suite,
- B to install, repair, maintain, remove and/or replace any plumbing, heating, cooling, ventilating, lighting, cooking or other fixtures or equipment which are a part of his Suite or which would become a part thereof when installed in any bearing wall, floor, ceiling or roof, provided, however, such installation, repair maintenance, removal and/or replacement shall not impair the structural integrity of the Property, nor shall it adversely affect any adjacent Suite, nor shall it alter the external appearance of the Property (unless the Association consents thereto).

Section 6.2. The following easements are covenants which shall run with the real property comprising HARBORSIDE CONDOMINIUMS:

- A. Utility Easements. Utility easements are reserved through the Property as may be required for utility services in order to adequately serve the property
- B. Ingress and Egress. Ingress and egress is reserved for pedestrian traffic over, through, and across any vestibule area of the 1st Floor, sidewalks, paths, walks and lanes as the same from time to time may exist upon the Common Areas and limited Common Areas
- C. Easement in Parking Areas. Easements are reserved to the Owners of the Suites for pedestrian and vehicular traffic over, through and across such parking areas as from time to time may be paved and intended for such purposes, and for the construction and maintenance of water, sewer and other utilities.
- D. Member's Easements of Enjoyment. Every Member shall have a license and easement for the enjoyment and use of the Common Areas and such easement shall be appurtenant to and shall pass with title to every Suite, subject to the following provisions.

- (1) The right of the Corporation to suspend the voting rights and the right to use of the Common Areas by a Member for any period during which any assessment against his Suite remains unpaid, and for a period not to exceed thirty (30) days for an infraction of its published Rules and Regulations;
- (2) The right of the Corporation to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless approved by a two-thirds (2/3rds) vote of the membership and unless written notice of the proposed action is sent to every member no less than thirty (30) days nor more than fifty (50) days in advance. Dedication of easements for public utility purposes can be approved by the Board of Directors and does not require the approval of the Members

Section 6.3 Any Member may delegate in accordance with the By-Laws of the Corporation, his right of enjoyment of the Common Areas to employees and clients, or to the tenants or contract purchasers who occupy the Property.

Section 6.4 Declarant hereby covenants, for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Corporation, free and clear of all encumbrances and liens, upon the execution of this Declaration of Covenants, Conditions and Restrictions by all Owners. As a right running with the real property, the ownership of each Suite shall include the use and enjoyment of all walks, stairs, pavement, driveways, parking areas, entrances and exits owned by the Corporation and there shall always be access to and from the Property to a street dedicated to public use without hindrance by the Corporation so as to preserve the rights of the Owners with respect to their use and enjoyment of the Common Areas.

ARTICLE VII GENERAL PROVISIONS

Section 7.1 Enforcement The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.2 Severability of Retrospective Application. It is the intention of the Declarant that the provisions of this instrument are severable so that if any provision, condition, covenant, or restriction hereof shall be invalid or void under any applicable Federal, State or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant, or restriction hereof, is, at the time of recording this instrument, void, voidable or unenforceable and being contrary to any applicable Federal, State or local law, the Declarant, its successors and assigns and all persons claiming by, through and under it, covenant and agree that any future amendments or supplements to the said laws having the affect of removing said invalidity, voidability, or enforceability shall be deemed to apply retrospectively to this instrument, thereby operating to validate the provisions of this instrument which otherwise might be invalid, and it is covenanted and agreed that any such amendments and supplements to the said law shall have the effect herein declared as fully as if they had been in effect at the time of execution of this instrument.

Section 7.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Suite Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Suite owners.

Any amendment must be recorded. Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions, requires HUD/VA prior approval as long as there is a Class B membership

Section 7.4. Books and Records. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any Member. The Articles of Incorporation, By-Laws and this Declaration shall likewise be available for inspection by any Member at the office of the Association

Section 7.5. Notices Any Notices required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage-paid to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing

Section 7.6. Exceptions Exceptions will be made in unusual cases to comply with federal, state and local laws. An example would be to permit a structure that does not conform to be built for the special needs of a handicap resident. In all cases, the Owner will be granted the variance on a temporary basis for only that period in which the handicapped person resides in the Suite. In addition, a lien must be placed on the home at the Owners expense that prohibits the home from being sold or transferred until the violating structure has been either removed or brought into conformance. Exceptions will not be made for reasons of economic convenience or hardship.

Section 7.7. Section Headings The section headings contained herein are provided for the sole and express purpose of convenience of reference, and shall not be considered in the construction of any section

Section 7.8. No Partition. The Common Areas shall remain undivided and no Owner shall bring any action for partition or division thereof.

Section 7.9. Leases The Owners shall have the absolute right to lease a Suite provided that said lease is made subject to the covenants and restrictions contained in this Declaration, the Articles of Incorporation and By-Laws of the Corporation.

Section 7.10. Conflicts Any conflict between the provisions of this instrument and the Articles of Incorporation or By-Laws of the Corporation shall be resolved in favor of this Declaration

Section 7.11. Grammar The singular whenever used herein shall be construed to mean plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals in each case fully expressed.

Section 7.12. All present and future Owners, tenants, visitors, servants and occupants of Suites shall be subject to, and shall comply with, the provisions of this **Declaration of Covenants, Conditions and Restrictions and Master Plat, HARBORSIDE CONDOMINIUMS, A Condominium Project,** the Suite Deed, Articles of Incorporation,

By-Laws, and rules and regulations of the Association, as they may be amended from time to time, and the items affecting the title to the property set forth on Exhibit C attached hereto. The acceptance of the Suite Deed or the entering into occupancy of a Suite shall constitute an agreement that. (i) this **Declaration of Covenants, Conditions and Restrictions and Master Plat, HARBORSIDE CONDOMINIUMS, A Condominium Project**, the Suite Deed, Articles of Incorporation, By-Laws, and rules and regulations of the Association, as they may be amended from time to time, and the items affecting the title to the property set forth on Exhibit C attached hereto are accepted and ratified by each such Owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed to be covenants running with the land to bind any person having at any time any interest or estate in such Suite, as though such provisions were cited and stipulated in each and every Suite Deed; and (ii) violations of this **Declaration of Covenants, Conditions and Restrictions and Master Plat, HARBORSIDE CONDOMINIUMS, A Condominium Project**, the Suite Deed, articles of Incorporation, By-Laws, or rules and regulations of the Association by any such person shall be deemed to be a substantial violations of the duties of the Owner

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29th day of December, 2003.

HARBORSIDE LOFTS ON THE STRAND, INC.

BY: *Jerome M. Karam*
JEROME M. KARAM, President

THE STATE OF TEXAS *
*
COUNTY OF GALVESTON *

"Before me, *Kathleen S. Nation*, a Notary Public, on this day personally appeared Jerome M. Karam, President of **Harborside Lofts on the Strand, Inc.**, a Texas corporation, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said corporation "

"Given under my hand and seal of office this 29th day of December, A D , 2003"

Kathleen S. Nation
Notary Public in and for the State of Texas



EXHIBIT "A"

PROPERTY

Tract 1. Lots One (1), Two (2) and Three (3), Block Six Hundred Eighty (680), in the City of Galveston, Galveston County, Texas, SAVE AND EXCEPT the North Eighteen feet (N 18') of the East Thirty-One feet (E 31') of Lot Three (3)

Tract 2: The West Thirty-Two feet (W 32') of Lot Four (4), in Block Six Hundred Eighty (680), in the City and County of Galveston, Texas, SAVE AND EXCEPT the North Twenty-Three feet (N 23') thereof.

BY-LAWS

OF

HARBORSIDE CONDOMINIUMS OWNERS ASSOCIATION, INC.

**ARTICLE 1
DEFINITIONS**

Project Defined

1.01 Project shall mean all of the real property located in the City of Galveston, County of Galveston, State of Texas, including the land; all improvements and structures on the land; and all easements, rights, and appurtenances to the land, more particularly described as follows

Declaration Defined

1.02. Declaration shall mean the Declaration applicable to the Project and filed in the Office of the County Clerk of Galveston County, Texas, on _____, in the Condominium Records, Film Code No. _____, including any amendments to the Declaration as may be made from time to time in accordance with the terms of the governing statute

Other Terms Defined

1.03 Other terms used in these Bylaws shall have the meaning given to them in the Declaration, incorporated by reference and made a part of these Bylaws

**ARTICLE 2
APPLICABILITY OF BYLAWS**

Corporation

2.01 The provisions of these Bylaws constitute the Bylaws of the nonprofit corporation known as HARBORSIDE CONDOMINIUMS OWNERS ASSOCIATION, INC., referred to as the Association

Project Applicability

2.02 The provisions of these Bylaws are applicable to the Project as defined in Paragraph 1.01 of these Bylaws

Personal Application

2.03 All present or future owners, present or future tenants, their employees, or other persons that use the facilities of the Project in any manner are subject to the regulations set forth in these Bylaws. The acquisition or rental of any of the Units of the Project, or the act of occupancy of any of the Units, will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant, or occupant

**ARTICLE 3
OFFICES****Principal Office**

3 01 The principal office of the Association shall be located at 353 E Parkwood, Friendswood, Galveston County, Texas.

Registered Office and Registered Agent

3 02 The Association shall have and shall continuously maintain in the State of Texas a registered office and a registered agent, whose office shall be identical with the registered office, as required by the Texas Non-Profit Corporation Act. The Registered Office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors

**ARTICLE 4
QUALIFICATIONS FOR MEMBERSHIP****Membership**

4 01 The membership of the Association shall consist of all of the Owners of the Units within the Project

Proof of Membership

4 02 The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of a Unit in the Project. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy

No Additional Qualifications

4 03 The sole qualification for membership shall be the ownership of a Unit in the Project. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Articles of Incorporation or the Declaration.

Certificates of Membership

4 04 The Board of Directors may provide for the issuance of certificates evidencing membership in the Association that shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the registered office of the Association.

**ARTICLE 5
VOTING RIGHTS**

Voting

5 01 Voting rights shall be allocated among the Members on the basis of the formulas and allocations set forth in the Declaration

Proxies

5 02 At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of the Member's Unit or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

Quorum

5 03 The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least fifty percent of the total voting power of the Association shall constitute a quorum for any action, except as otherwise provided in the Governing Instruments. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time not less than ten (10) days or more than thirty (30) days from the meeting date.

Required Vote

5 04 The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present shall be the act of the meeting of Members, unless the vote of a greater number is required by statute or by the Declaration, by the Articles of Incorporation of this Association, or by these Bylaws.

Cumulative Voting

5.05. Cumulative voting is not permitted.

**ARTICLE 6
MEETINGS OF MEMBERS**

Annual Meetings

6 01 The first meeting of the Members of the Association shall be held within ninety (90) days after the closing of the sale of the Unit that represents the eightieth percentile (80%) interest or within twelve (12) months after the closing of the sale of the first Unit within the Project, whichever is earlier. After the first meeting, the annual meeting of the Members of the Association shall be held on 15th day of December of each year at 6:00 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the first day following that is not a legal holiday or a Saturday or Sunday.

Special Meetings

6.02 Special meetings of the Members may be called by the President, the Board of Directors, or by Members representing at least twenty percent (20%) of the total voting power of the Association

Place

6.03 Meetings of the Members shall be held within the Project or at a meeting place as close to the Project as possible, as the Board may specify in writing.

Notice of Meetings

6.04 Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association or such other persons as may be authorized to call the meeting, by mailing or personally delivering a copy of such notice at least ten (10) but not more than fifty (50) days before the meeting to each Member entitled to vote at the meeting. The notice must be addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

Order of Business

6.05 The order of business at all meetings of the Members shall be as follows

- (a) Roll call
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading of Minutes of preceding meeting
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of directors
- (g) Unfinished business.
- (h) New business

ARTICLE 7 BOARD OF DIRECTORS

Number

7.01. The affairs of this Association shall be managed by a Board of Directors consisting of three (3) persons, all of whom must be Members of the Association

Term

7.02 At the first meeting of the Association, the Members shall elect the initial Directors who shall hold office until the first annual election of Directors by the Members. After the first meeting of the Association, Directors shall be elected at the annual meeting of the Members and shall hold office for a term of one (1) year and until their successors are elected and qualified.

Removal

7.03 Directors may be removed from office without cause by a majority vote of the Members of the Association

Vacancies

7.04. In the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of the predecessor. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose

Compensation

7.05. With the prior approval of a majority of the voting power of the Association, a Director may receive compensation in a reasonable amount for services rendered to the Association. A director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties

Powers and Duties

7.06. The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in the Governing Instruments of the Project

ARTICLE 8 NOMINATION AND ELECTION OF DIRECTORS

Nomination

8.01 Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the Members.

Election

8.02 Directors are elected at the annual meeting of Members of the Association. Members, or their proxies, may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declaration. The nominees receiving the highest number of votes shall be elected

ARTICLE 9 MEETINGS OF DIRECTORS

Regular Meetings

9.01 Regular meetings of the Board of Directors shall be held monthly at a place within the Project and at a time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings shall be posted at a prominent place or places within the Common Elements

Special Meetings

9.02 Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two (2) Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of a special meeting must be given to each Director not less than three (3) days or more than fifteen (15) days prior to the date fixed for such meeting by written notice either delivered personally or sent by mail to each Director at the Director's address as shown in the records of the Association. A copy of the notice shall be posted in a prominent place or places in the Common Elements of the Project not less than three (3) days prior to the date of the meeting.

Quorum

9.03. A quorum for the transaction of business by the Board of Directors shall be the lesser of either a majority of the number of Directors constituting the Board of Directors as fixed by these Bylaws or fifty (50%) percent of the votes on the board.

Voting Requirement

9.04 The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless any provision of the Declaration, the Articles of Incorporation of this Association or these Bylaws requires the vote of a greater number.

Open Meetings

9.05. Regular and special meetings of the Board shall be open to all Members of the Association, provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

Executive Session

9.06. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, other business of a confidential nature involving a Member, and matters requested by the involved parties to remain confidential. The nature of any and all business to be considered in executive session shall first be announced in open session.

ARTICLE 10 OFFICERS

Enumeration of Officers

10.01 The Officers of this Association shall be President, Vice-President, Secretary, and Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

Term

10 02 The Officers of this Association shall be elected annually by the Board of Directors, and each shall hold office for one (1) year, unless the Officer shall sooner resign, be removed, or be otherwise disqualified to serve

Resignation and Removal

10 03 Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect at the date of receipt of the notice or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.

Multiple Offices

10 04 Any two or more offices may be held by the same person, except the offices of President and Secretary

Compensation

10 05 Officers shall receive no compensation for services rendered to the Association

**ARTICLE 11
PRESIDENT****Election**

11 01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of their number to act as President

Duties

11 02 The President shall perform the following duties

- (a) Preside over all meetings of the Members and of the Board.
- (b) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of another Officer
- (c) Call meetings of the Board whenever he or she deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than three (3) days.
- (d) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge such other duties as may be required of him or her by the Board
- (e) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association

**ARTICLE 12
VICE-PRESIDENT****Election**

12.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its Members to act as Vice-President

Duties

12.02 The Vice-President shall perform the following duties

- (a) Act in the place and in the stead of the President in the event of the President's absence, inability, or refusal to act
- (b) Exercise and discharge such other duties as may be required of the Vice-President by the Board. In connection with any such additional duties, the Vice-President shall be responsible to the President

**ARTICLE 13
SECRETARY****Election**

13.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary.

Duties

13.02 The Secretary shall perform the following duties:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members.
- (b) Keep the seal of the Association, if any, and affix it on all papers requiring the seal
- (c) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws
- (d) Keep appropriate current records showing the Members of the Association together with their addresses.
- (e) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution
- (f) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.

**ARTICLE 14
TREASURER****Election**

14.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Treasurer

Duties

14.02. The Treasurer shall perform the following duties:

- (a) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association
- (b) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets.
- (c) Disburse and withdraw funds as the Board may from time to time direct, in accordance with prescribed procedures
- (d) Prepare and distribute the financial statements for the Association required by the Declaration

**ARTICLE 15
BOOKS AND RECORDS****Maintenance**

15.01 Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees shall be kept at the registered office of the corporation. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association.

Inspection


15.02. The Governing Instruments of the Project, the membership register, the books of account, and the minutes of proceedings shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time

**ARTICLE 16
GENERAL PROVISIONS****Amendment of Bylaws**

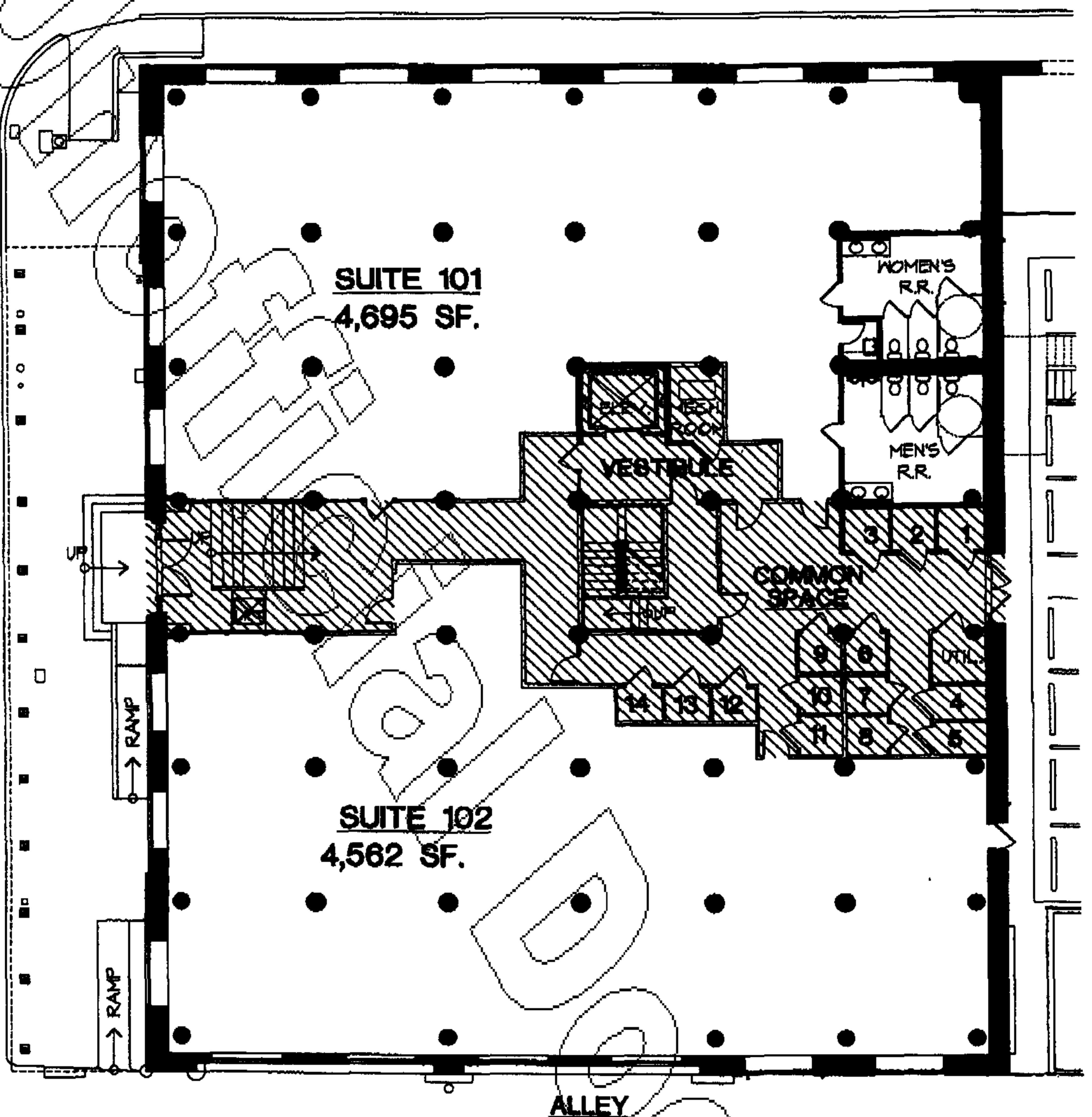
16.01 These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members of the Association by the affirmative vote in person or by proxy of Members representing a majority of a quorum of the Association. Notwithstanding the above, the percentage of affirmative votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause

Attestation

16.02. Adopted by the Board of Directors on 12/29/, 2003

Attest: 
Secretary

21st STREET



SUITE 101
4,695 SF.

SUITE 102
4,562 SF.

ALLEY

ICE & COLD STORAGE BUILDING

GROUND LEVEL FLOOR PLAN

104 MOODY AVE. (21ST)

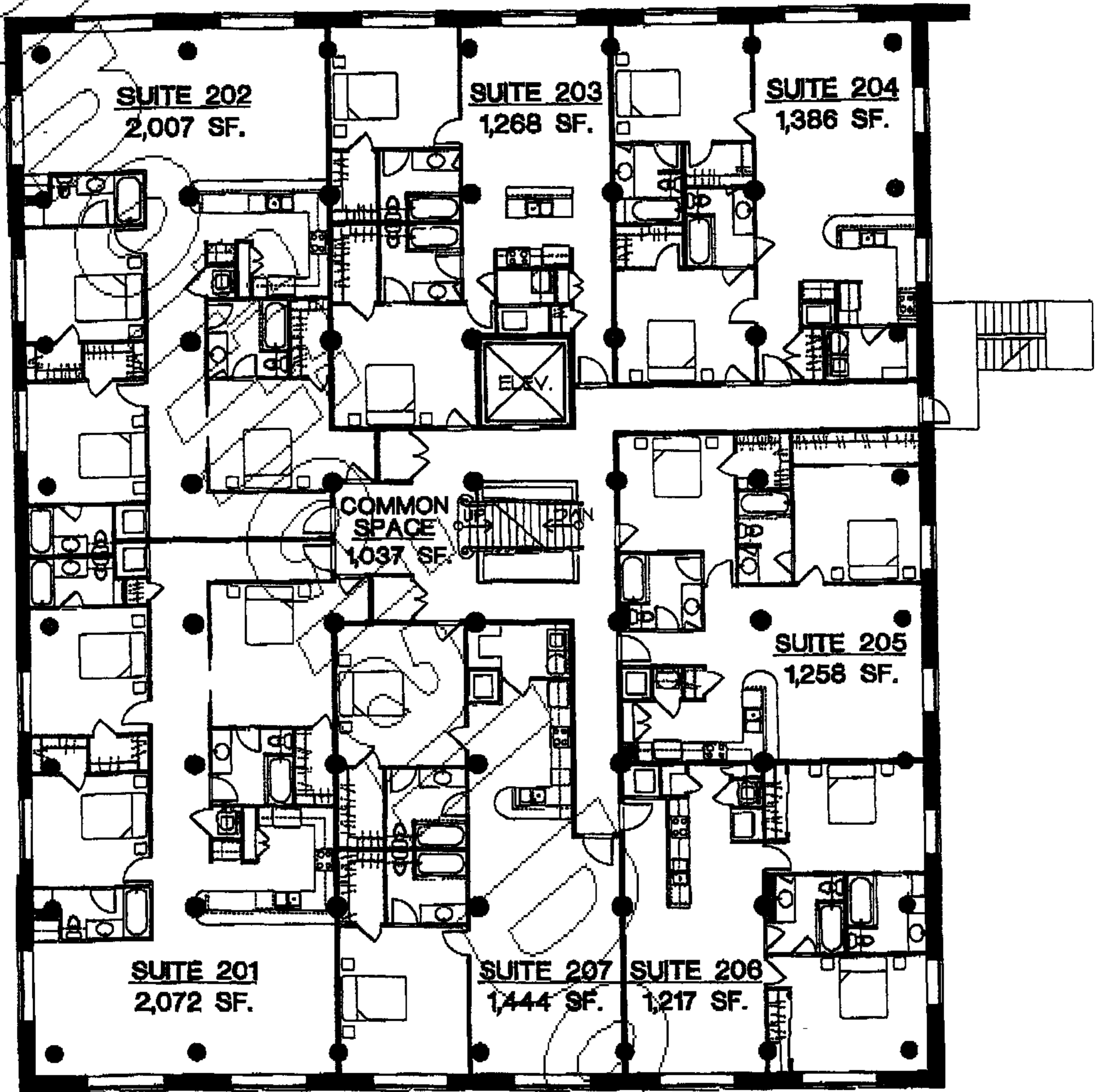
1/16" = 1'-0"

TOTAL SUITES 101 & 102: 9,257 SQ/FT. +/-
RESIDENTIAL STORAGE & CIRCULATION: 1,047 SQ/FT. +/-
COMMON SPACE: 1,385 SQ/FT. +/-

DRAFT

HARBORSIDE DR.

2ND STREET



ALLEY

ICE & COLD STORAGE BUILDING

104 MOODY AVE. (21ST)

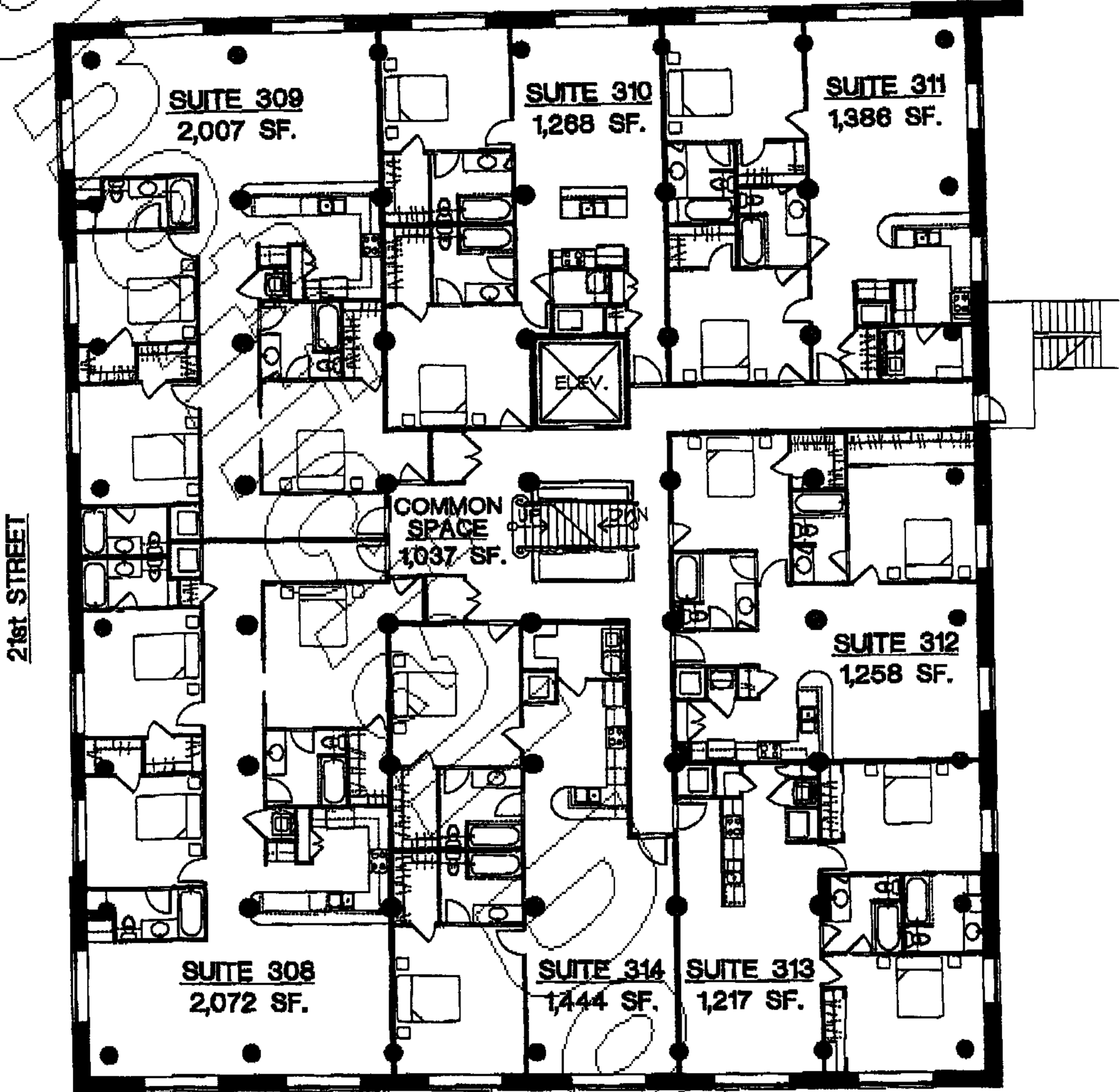
SECOND LEVEL FLOOR PLAN

1/16" = 1'-0"

TOTAL FLOOR: 11,689 SF.

UNRECORDED

HARBORSIDE DR.



21st STREET

ALLEY

ICE & COLD STORAGE BUILDING

104 MOODY AVE. (21ST)

THIRD LEVEL
FLOOR PLAN

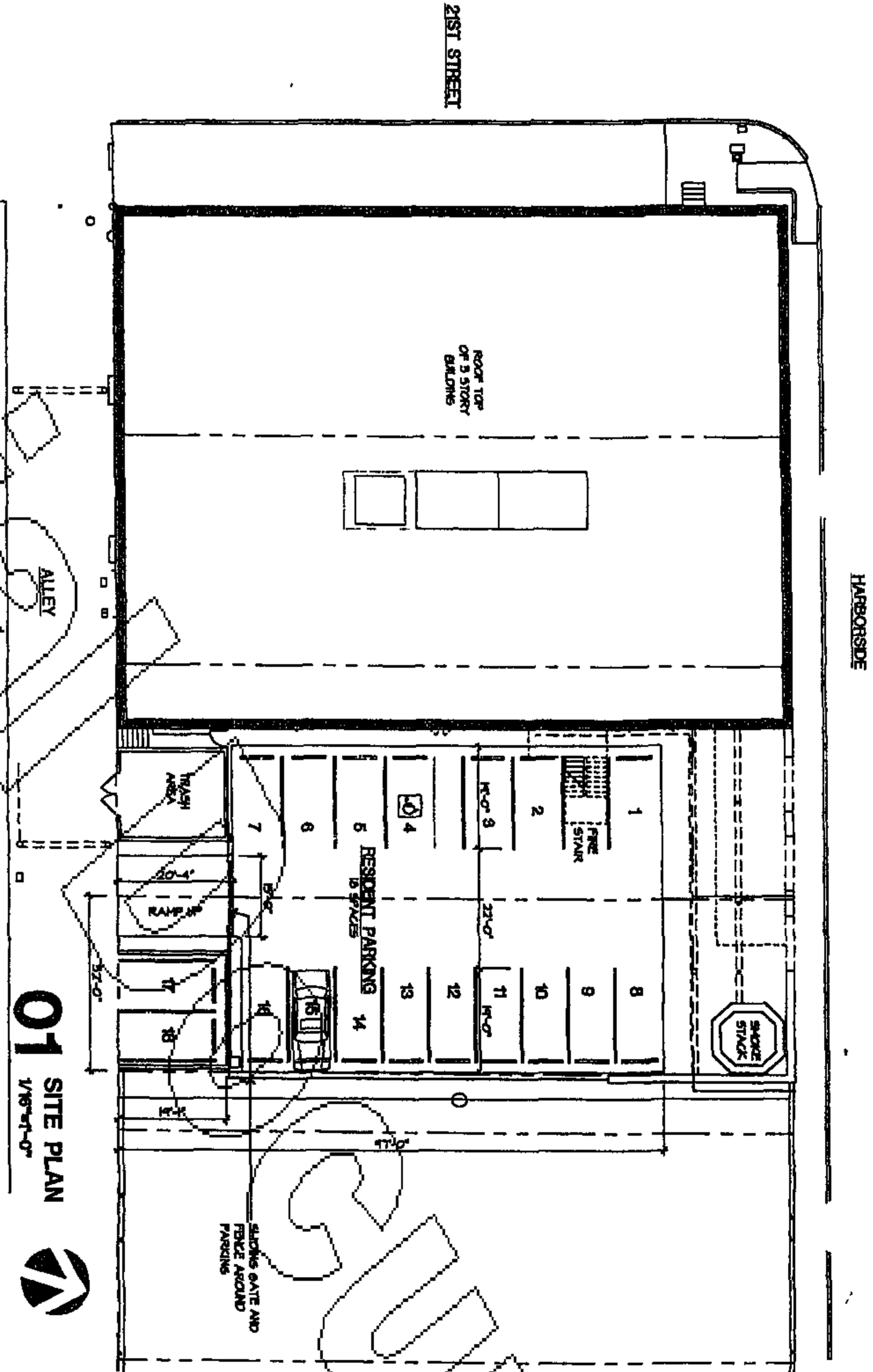
1/16" = 1'-0"

TOTAL FLOOR: 11,689 SF

UNRECORDED

EXHIBIT D

PARKING & SPACE DESIGNATION



01 SITE PLAN
1/8"=1'-0"



UNOFFICIAL SUBMITTED

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle 019-71-0081

2003 DEC 29 04:09 PM 2003091113
GEISE, J \$75.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

UNRECORDED



MANAGEMENT CERTIFICATE

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

1. The name of the association is Harborside Condominiums Owners Association, Inc.
2. The recording data for the Declaration of Restrictive Covenants is Clerk's File No. 2003091113 of the Official Public Records of Real Property of Galveston County, Texas.
3. The mailing address of the person managing the association is :

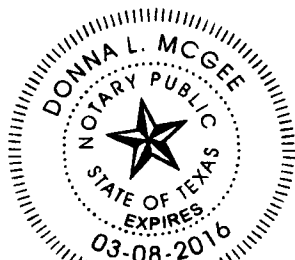
Peggy Rapp
 Rapp Management Co., Inc.
 1703 Broadway St., Galveston, TX 77550-4910
 409-763-4323

Executed this 11 day of December, 2011.

By: *Ruth N. Carrasco*
 Ruth N. Carrasco, President

THE STATE OF TEXAS §
 §
 COUNTY OF GALVESTON §

The foregoing instrument was acknowledged before me on the _____ day of December, 2011, by RUTH N. CARRASCO, President of HARBORSIDE CONDOMINIUMS OWNERS ASSOCIATION, INC., a Texas Non-profit Corporation.



Donna L. McGee
 NOTARY PUBLIC, STATE OF TEXAS
Donna L. McGee
 PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:
3-8-2016

Please return to:
 Rapp Management Co., Inc.
 1703 Broadway St
 Galveston, TX 77550-4910

HARBORSIDE CONDOMINIUMS OWNERS ASSOCIATION, INC.
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Harborside Condominiums Owners Association, Inc. (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 (“Section 202.018”) thereto dealing with the regulation of display of certain religious items; and

WHEREAS, the Board of Directors of the Association (“Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

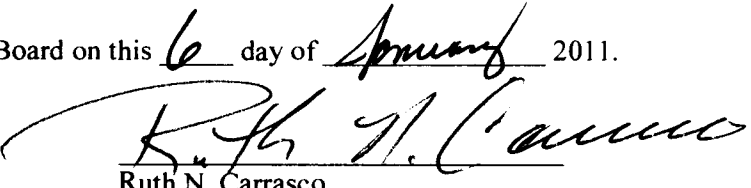
NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident’s sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a residents or visitors.
5. Approval from the Board is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Galveston County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by

Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 6 day of January, 2011.



Ruth N. Carrasco
President
Harborside Condominiums Owners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared Ruth N. Carrasco, President of Harborside Condominiums Owners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 6 day of January, 2011.

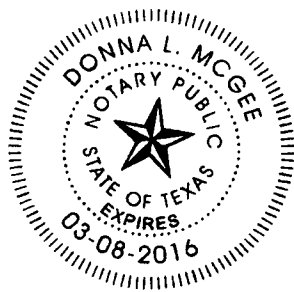


Notary Public, State of Texas

[Notarial Seal]

Donna L. McGee
Printed Name

My commission expires: 3-8-2016



Please return to:
Rapp Management Co., Inc.
1703 Broadway St
Galveston, TX 77550-4910

HARBORSIDE CONDOMINIUMS OWNERS ASSOCIATION, INC.

GUIDELINES FOR DISPLAY OF FLAGS

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Harborside Condominiums Owners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

1. These Guidelines apply to the display of ("Permitted Flags"):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Board is required for any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a railing or stapled to a door.
6. Permitted Flags shall be no larger than three foot (3') by five foot (5') in size.
7. Only one Permitted Flag may be displayed on a flagpole attached to a structure.

8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the aesthetics of the community.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Flagpoles may only be installed in an owner's exclusive use or limited common element areas.
11. Permitted Flags, when flown, may not encroach onto another owner's exclusive or limited common element areas or the condominium common element areas.
12. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 12.1. be mounted in the vicinity of the flag; and
 - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 12.3. point towards the flag and face the building exterior; and
 - 12.4. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a consistent basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Galveston County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 6 day of January 2011.



Ruth N. Carrasco
President
Harborside Condominiums Owners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared Ruth N. Carrasco, President of Harborside Condominiums Owners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

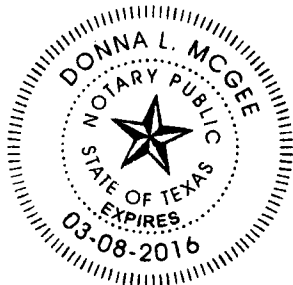
Given under my hand and seal of office this 6th day of January, 2011.

Donna L. McGee
Notary Public, State of Texas

[Notarial Seal]

Donna L. McGee
Printed Name

My commission expires: 3-8-16



FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan
2012026096

May 21, 2012 10:39:22 AM

FEE: \$36.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS

Please return to:
Rapp Management Co., Inc.
1703 Broadway St
Galveston, TX 77550-4910

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR HARBORSIDE CONDOMINIUMS,
A CONDOMINIUM PROJECT IN GALVESTON COUNTY, TEXAS**

This Amendment is to the Declaration of Covenants, Conditions and Restrictions for Harborside Condominiums, dated December 29, 2003, and recorded under Clerk's File Number 2003091113 in the Office of the County Clerk of Galveston County, Texas, and is made on the date hereinafter set forth by Harborside Lofts on the Strand, Inc., a Texas corporation, with its principal office located at 353 East Parkwood, Friendswood, Texas 77546 ("Declarant") The real property of the condominium regime is described as follows

Tract 1 Lots One (1), Two (2) and Three (3), Block Six Hundred Eighty (680), in the City of Galveston, Galveston County, Texas, SAVE AND EXCEPT the North Eighteen feet (N 18') of the East Thirty-One feet (E 31') of Lot Three (3)

Tract 2: The West Thirty-Two feet (W 32') of Lot Four (4), in Block Six Hundred Eighty (680), in the City and County of Galveston, Texas, SAVE AND EXCEPT the North Twenty-Three feet (N 23') thereof

Distribution of Common Elements

Each condominium owner shall have an ownership interest in the common areas as follows

Unit 101	15.46%
Unit 102	14.92%
Unit 201	6.77%
Unit 202	6.56%
Unit 203	4.14%
Unit 204	4.53%
Unit 205	4.11%
Unit 206	3.98%
Unit 207	4.72%
Unit 308	6.77%
Unit 309	6.56%
Unit 310	4.14%
Unit 311	4.53%
Unit 312	4.11%
Unit 313	3.98%
Unit 314	4.72%

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and Condominium Owner have signed this 4th day of June, 2004

Declarant
Harborside Lofts on the Strand, Inc.

By *Jerome M. Karam*
Jerome M. Karam, President

Condominium Owner (Units 101 and 102)
Buzbee Properties, Inc.

By *Zoe A. Buzbee*
Zoe A. Buzbee, President

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 7th day of June, 2004, before me, the undersigned Notary Public, personally appeared **Jerome M. Karam**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in his capacity as President of **Harborside Lofts on the Strand, Inc.** and acknowledged that he executed the same for the purpose contained therein on behalf of said corporation



Teresa M. Wright
Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 16th day of June, 2004, before me, the undersigned Notary Public, personally appeared **Zoe A. Buzbee**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in her capacity as President of **Buzbee Properties, Inc.** and acknowledged that he/she executed the same for the purpose contained therein on behalf of said corporation



Monica P. Castro
Notary Public, State of Texas

After recording, please return to
Lyons & Plackemeier, PLLC
P O Drawer 2789
Texas City, TX 77592-2789

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUN 23 01:48 PM 2004041566
JOHN S \$11.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

042/0019-18

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARBORSIDE CONDOMINIUMS, A CONDOMINIUM PROJECT IN GALVESTON COUNTY, TEXAS

ENC 2005070802 31 P95

This Amendment is to the Declaration of Covenants, Conditions and Restrictions for Harborside Condominiums, dated December 29, 2003, and recorded under Clerk's File Number 2003091113 as amended by instrument recorded under Clerk's File Number 2004041566, both in the Official Public Records of Real Property of Galveston County, Texas, and is made on the date hereinafter set forth by Harborside Lofts on the Strand, Inc., a Texas corporation, with its principal office located at 353 East Parkwood, Friendswood, Texas 77546 ("Declarant") The real property of the condominium regime is described as follows.

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Traot 2 The West Thirty-Two feet (W 32') of Lot Four (4), in Block Six Hundred Eighty (680), in the City and County of Galveston, Texas, SAVE AND EXCEPT the North Twenty-Three feet (N 23') thereof.

1 Article III, Section 3.1, is hereby amended as follows.

- a The parking and space designation for suite 311 is hereby changed from #15 to #17.
- b The parking and space designation for Suite 313 is hereby changed from #17 to #15
- c. The parking and space designation for Suite 314 is hereby changed from #18 to #16
- d. The parking and space designation for Suite 312 is hereby changed from #16 to #18

2 The last sentence of Article V, Section 5.5 is hereby modified as follows

"Household pets should weigh less than 100 pounds."

Handwritten notes: "of Marc go" and "CFC" with initials and a signature.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and Condominium Owner, have signed this 7th day of January, 2005

Declarant
Harborside Lofts on the Strand, Inc.

By: *[Signature]*
Jayant M. Karam, President

Return to:
STEWART TITLE COMPANY
P.O. BOX 1540
GALVESTON, TEXAS 77550
(409) 762-4641
[Signature: Nancy Redden]

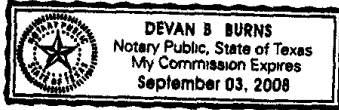
Buzbee Properties, Inc.
Condominium Owner Units 101 and 102
By: *[Signature]*
Zoe A. Buzbee, President

[Stamp: NOT BALANCE]

STATE OF TEXAS

COUNTY OF GALVESTON

On the 11th day of October, 2005, before me, the undersigned Notary Public, personally appeared Zoe A. Buzbee, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in her capacity as President of Buzbee Properties, Inc. and acknowledged that she executed the same for the purpose contained therein on behalf of said corporation



[Signature]
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF GALVESTON

On the 8th day of January, 2005, before me, the undersigned Notary Public, personally appeared Michael H. Dixon, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein



[Signature]
Notary Public, State of Texas
Comm. ex 12/07/07

STATE OF TEXAS

COUNTY OF GALVESTON

On the 8th day of January, 2005, before me, the undersigned Notary Public, personally appeared Karen Elley Dixon, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein



[Signature]
Notary Public, State of Texas
Comm. ex 12/07/07

04210019-18

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HARBORSIDE CONDOMINIUMS,
A CONDOMINIUM PROJECT IN GALVESTON COUNTY, TEXAS

This Amendment is to the Declaration of Covenants, Conditions and Restrictions for Harborside Condominiums, dated December 29, 2003, and recorded under Clerk's File Number 2003091113 as amended by instrument recorded under Clerk's File Number 2004041566, both in the Official Public Records of Real Property of Galveston County, Texas, and is made on the date hereinafter set forth by Harborside Lofts on the Strand, Inc., a Texas corporation, with its principal office located at 353 East Parkwood, Friendswood, Texas 77546 ("Declarant") The real property of the condominium regime is described as follows.

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Tract 2 The West Thirty-Two feet (W 32') of Lot Four (4), in Block Six Hundred Eighty (680), in the City and County of Galveston, Texas, SAVE AND EXCEPT the North Twenty-Three feet (N 23') thereof

1 Article III, Section 3 1, is hereby amended as follows.

- a The parking and space designation for suite 311 is hereby changed from #15 to #17
- b The parking and space designation for Suite 313 is hereby changed from #17 to #15
- c The parking and space designation for Suite 314 is hereby changed from #18 to #16
- d The parking and space designation for Suite 312 is hereby changed from #16 to #18

2 The last sentence of Article V, Section 5 5 is hereby modified as follows

~~"Household pets should weigh less than 100 pounds"~~

BP
KW
CRG
JB
RED

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and Condominium Owner, have signed this 7th day of JANUARY, 2005

Declarant
Harborside Lofts on the Strand, Inc.

Return to:

STEWART TITLE COMPANY
P.O. BOX 1540
GALVESTON, TEXAS 77550
(409) 765-4847

By: [Signature]
Jerome M. Karam, President

Buzbee Properties, Inc.
Condominium Owner Units 101 and 102

By: _____
Zoe A. Buzbee, President

[Nancy Redden]

Michael H. Dillon
Michael H. Dillon, Condo Owner #201

Karen Ellen Dillon
Karen Ellen Dillon, Condo Owner #201

Cathy Granello
Cathy Granello, Condo Owner #202

Ben Pfeffer
Ben Pfeffer, Condo Owner #203

Renee Oshman
Renee Oshman, Condo Owner #203

Don Hardey, Condo Owner #204

Jo Ann Hardey, Condo Owner #204

Robert Sternenberg, Condo Owner #206

Diane Melia, Condo Owner #206

Anthony R. Cuzzo
Anthony R. Cuzzo, Condo Owner #207

Joan E. Cuzzo
Joan E. Cuzzo, Condo Owner #207

Phillip M. Yates, Condo Owner #308

Mary Jane Yates, Condo Owner #308

Samuel Bono, Condo Owner #309

Jean F. Bono
Jean F. Bono, Condo Owner #309

James L. Emerson, Condo Owner #310

Jamie R. Emerson, Condo Owner #310

Peggy Rapp
Peggy Rapp, Condo Owner #311

Sandra Nelson Johnson, Condo Owner #313

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 9th day of February, 2005, before me, the undersigned Notary Public, personally appeared **Jerome M. Karam**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in his capacity as President of **HaborSide Lofts on the Strand, Inc.** and acknowledged that he executed the same for the purpose contained therein on behalf of said corporation



Gina Harper
Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the ____ day of _____, 2005, before me, the undersigned Notary Public, personally appeared **Zoe A. Buzbee**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in her capacity as President of **Buzbee Properties, Inc.** and acknowledged that she executed the same for the purpose contained therein on behalf of said corporation

Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 8th day of January, 2005, before me, the undersigned Notary Public, personally appeared **Michael H. Dillon**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein



Joni F Bono
Notary Public, State of Texas
Comm ex 12/07/07

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 8th day of January, 2005, before me, the undersigned Notary Public, personally appeared **Karen Ellen Dillon**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein



Joni F Bono
Notary Public, State of Texas
Comm ex 12/07/07

04210019-18

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HARBORSIDE CONDOMINIUMS,
A CONDOMINIUM PROJECT IN GALVESTON COUNTY, TEXAS

This Amendment is to the Declaration of Covenants, Conditions and Restrictions for Harborside Condominiums, dated December 29, 2003, and recorded under Clerk's File Number 2003091113 as amended by instrument recorded under Clerk's File Number 2004041566, both in the Official Public Records of Real Property of Galveston County, Texas, and is made on the date hereinafter set forth by Harborside Lofts on the Strand, Inc, a Texas corporation, with its principal office located at 353 East Parkwood, Friendswood, Texas 77546 ("Declarant"). The real property of the condominium regime is described as follows

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Tract 2 The West Thirty-Two feet (W 32') of Lot Four (4), in Block Six Hundred Eighty (680), in the City and County of Galveston, Texas, SAVE AND EXCEPT the North Twenty-Three feet (N 23') thereof

1 Article III, Section 3 1, is hereby amended as follows

- a The parking and space designation for suite 311 is hereby changed from #15 to #17.
- b The parking and space designation for Suite 313 is hereby changed from #17 to #15
- c The parking and space designation for Suite 314 is hereby changed from #18 to #16
- d The parking and space designation for Suite 312 is hereby changed from #16 to #18

2 The last sentence of Article V, Section 5 5 is hereby modified as follows

~~"Household pets should weigh less than 100 pounds"~~

BP
CRG
JB
RED

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and Condominium Owner, have signed this 7th day of JANUARY, 2005

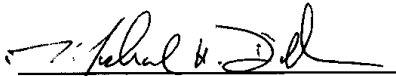
Declarant.
Harborside Lofts on the Strand, Inc.

By _____
Jerome M. Karam, President


Buzbee Properties, Inc.
Condominium Owner Units 101 and 102

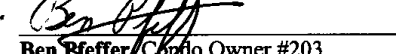
By _____
Zoe A. Buzbee, President


Return to:
STEWART TITLE COMPANY
P.O. BOX 1540
GALVESTON, TEXAS 77550
(409) 763-4841
[Nancy Reddon]


Michael H. Dillon, Condo Owner #201


Karen Ellen Dillon, Condo Owner #201


Cathy Granello, Condo Owner #202


Ben Pfeffer, Condo Owner #203

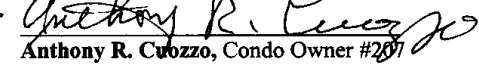

Renee Oshman, Condo Owner #203

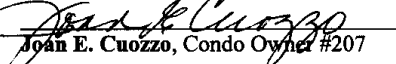
Don Hardey, Condo Owner #204

Jo Ann Hardey, Condo Owner #204

Robert Sternberg, Condo Owner #206

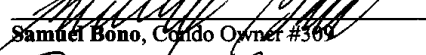
Diane Melia, Condo Owner #206

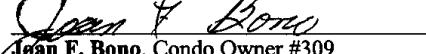

Anthony R. Cuozzo, Condo Owner #207


Joan E. Cuozzo, Condo Owner #207

Phillip M. Yates, Condo Owner #308

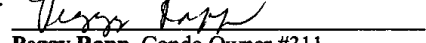
Mary Jane Yates, Condo Owner #308


Samuel Bono, Condo Owner #309


Joan F. Bono, Condo Owner #309

James L. Emerson, Condo Owner #310

Jamie R. Emerson, Condo Owner #310


Peggy Rapp, Condo Owner #311

Sandra Nelson Johnson, Condo Owner #313

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the ____ day of _____, 2005, before me, the undersigned Notary Public, personally appeared **Jerome M. Karam**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in his capacity as President of **Harborside Lofts on the Strand, Inc.** and acknowledged that he executed the same for the purpose contained therein on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 8 day of January, 2005, before me, the undersigned Notary Public, personally appeared **Joan F. Bono**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein



Vincent J. Tramonte
Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the ____ day of _____, 2005, before me, the undersigned Notary Public, personally appeared **James L. Emerson**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein

Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the ____ day of _____, 2005, before me, the undersigned Notary Public, personally appeared **Jamie R. Emerson**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein

Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the ____ day of _____, 2005, before me, the undersigned Notary Public, personally appeared **Phillip M. Yates**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein

Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the ____ day of _____, 2005, before me, the undersigned Notary Public, personally appeared **Mary Jane Yates**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein

Notary Public, State of Texas

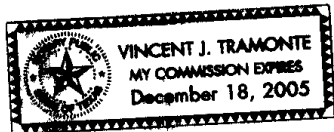
STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 8 day of JANUARY, 2005, before me, the undersigned Notary Public, personally appeared **Samuel Bono**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein

Vincent J. Tramonte

Notary Public, State of Texas



STATE OF TEXAS *

COUNTY OF GALVESTON *

On the _____ day of _____, 2005, before me, the undersigned Notary Public, personally appeared **Diane Melia**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein

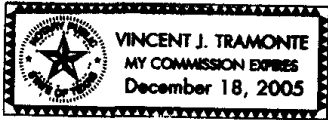
Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 8 day of January, 2005, before me, the undersigned Notary Public, personally appeared **Anthony R. Cuozzo**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein

Vincent J. Tramonte
Notary Public, State of Texas

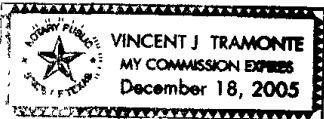


STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 8 day of January, 2005, before me, the undersigned Notary Public, personally appeared **Joan E. Cuozzo**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein

Vincent J. Tramonte
Notary Public, State of Texas

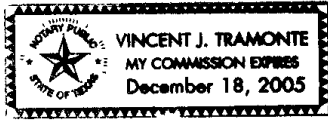


STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 8 day of JANUARY, 2005, before me, the undersigned Notary Public, personally appeared **Peggy Rapp**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein

Vincent J. Tramonte
Notary Public, State of Texas



STATE OF TEXAS *

COUNTY OF GALVESTON *

On the ____ day of _____, 2005, before me, the undersigned Notary Public, personally appeared **Sandra Nelson Johnson**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein

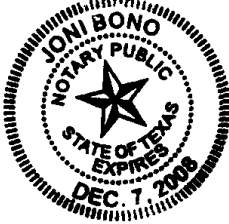
Notary Public, State of Texas

After recording, please return to:
Lyons & Plackemeier
P.O. Drawer 2789
Texas City, TX 77592-2789

STATE OF TEXAS

COUNTY OF GALVESTON

On the 8th day of JANUARY, 2005, before me, the undersigned Notary Public, personally appeared Cathy Granello, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein



Joni F. Bono
Notary Public, State of Texas
Comm ex 12/07/07

STATE OF TEXAS

COUNTY OF GALVESTON

On the 8th day of JANUARY, 2005, before me, the undersigned Notary Public, personally appeared Ben Pfeffer, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein



Joni F. Bono
Notary Public, State of Texas
Comm ex 12/07/07

STATE OF TEXAS

COUNTY OF GALVESTON

On the 8th day of JANUARY, 2005, before me, the undersigned Notary Public, personally appeared Renee Oshman, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein



Joni F. Bono
Notary Public, State of Texas
Comm ex 12/07/07

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the ____ day of _____, 2005, before me, the undersigned Notary Public, personally appeared **Zoe A. Buzbee**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in her capacity as President of **Buzbee Properties, Inc.** and acknowledged that she executed the same for the purpose contained therein on behalf of said corporation

Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 8th day of January, 2005, before me, the undersigned Notary Public, personally appeared **Michael H. Dillon**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein



Joni F Bono
Notary Public, State of Texas
Comm ex 12/07/07

STATE OF TEXAS

COUNTY OF GALVESTON *

On the 8th day of January, 2005, before me, the undersigned Notary Public, personally appeared **Karen Ellen Dillon**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein



Joni F Bono
Notary Public, State of Texas
Comm ex 12/07/07

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HARBORSIDE CONDOMINIUMS,
A CONDOMINIUM PROJECT IN GALVESTON COUNTY, TEXAS

This Amendment is to the Declaration of Covenants, Conditions and Restrictions for Harborside Condominiums, dated December 29, 2003, and recorded under Clerk's File Number 2003091113 as amended by instrument recorded under Clerk's File Number 2004041566, both in the Official Public Records of Real Property of Galveston County, Texas, and is made on the date hereinafter set forth by Harborside Lofts on the Strand, Inc., a Texas corporation, with its principal office located at 353 East Parkwood, Friendswood, Texas 77546 ("Declarant"). The real property of the condominium regime is described as follows:

Tract 1: Lots One (1), Two (2) and Three (3), Block Six Hundred Eighty (680), in the City of Galveston, Galveston County, Texas, SAVE AND EXCEPT the North Eighteen feet (N 18') of the East Thirty-One feet (E 31') of Lot Three (3)

Tract 2: The West Thirty-Two feet (W 32') of Lot Four (4), in Block Six Hundred Eighty (680), in the City and County of Galveston, Texas, SAVE AND EXCEPT the North Twenty-Three feet (N 23') thereof

1 Article III, Section 3.1. is hereby amended as follows:

- a The parking and space designation for suite 311 is hereby changed from #15 to #17.
- b The parking and space designation for Suite 313 is hereby changed from #17 to #15
- c The parking and space designation for Suite 314 is hereby changed from #18 to #16
- d The parking and space designation for Suite 312 is hereby changed from #16 to #18

2 The last sentence of Article V, Section 5.5 is hereby modified as follows:

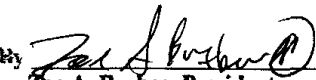
"Household pets should weigh less than 100 pounds."

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and Condominium Owner, have signed this 7th day of JANUARY, 2005

Declarant
Harborside Lofts on the Strand, Inc.

By: _____
Jerome M. Karam, President

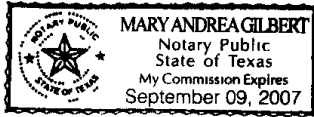
Buzbee Properties, Inc.
Condominium Owner Units 101 and 102

By: 
Zoe A. Buzbee, President

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 10 day of January, 2005, before me, the undersigned Notary Public, personally appeared Zoe A. Buzbee, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in her capacity as President of **Buzbee Properties, Inc.** and acknowledged that she executed the same for the purpose contained therein on behalf of said corporation



Mary Andrea Gilbert
Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the ___ day of _____, 2005, before me, the undersigned Notary Public, personally appeared **Michael H. Dillon**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein

Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the ___ day of _____, 2005, before me, the undersigned Notary Public, personally appeared **Karen Ellen Dillon**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein

Notary Public, State of Texas

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HARBORSIDE CONDOMINIUMS,
A CONDOMINIUM PROJECT IN GALVESTON COUNTY, TEXAS**

This Amendment is to the Declaration of Covenants, Conditions and Restrictions for Harborside Condominiums, dated December 29, 2003, and recorded under Clerk's File Number 2003081113 as amended by instrument recorded under Clerk's File Number 200401566, both in the Official Public Records of Real Property of Galveston County, Texas, and is made on the date hereinafter set forth by Harborside Lofts on the Strand, Inc., a Texas corporation, with its principal office located at 353 East Parkwood, Friendswood, Texas 77546 ("Declarant"). The real property of the condominium regime is described as follows:

Tract 1: Lots One (1), Two (2) and Three (3), Block Six Hundred Eighty (680), in the City of Galveston, Galveston County, Texas, SAVE AND EXCEPT the North Eighteen feet (N 18') of the East Thirty-One feet (E 31') of Lot Three (3)

Tract 2: The West Thirty-Two feet (W 32') of Lot Four (4), in Block Six Hundred Eighty (680), in the City and County of Galveston, Texas, SAVE AND EXCEPT the North Twenty-Three feet (N 23') thereof.

- 1. Article III, Section 3.1, is hereby amended as follows:
 - a. The parking and space designation for suite 311 is hereby changed from #15 to #17.
 - b. The parking and space designation for Suite 313 is hereby changed from #17 to #15.
 - c. The parking and space designation for Suite 314 is hereby changed from #18 to #16.
 - d. The parking and space designation for Suite 312 is hereby changed from #16 to #18.

- 2. The last sentence of Article V, Section 5.5 is hereby modified as follows:

"Household pets should weigh less than 100 pounds."

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and Condominium Owner, have signed this 7th day of JANUARY, 2005.

Declarant:
Harborside Lofts on the Strand, Inc.

By: _____
Jerome M. Karam, President

Duabee Properties, Inc.
Condominium Owner Units 101 and 102

By: _____
Zoe A. Buzbee, President

Michael H. Dillon, Condo Owner #201

Karen Ellen Dillon, Condo Owner #201

Cathy Granello, Condo Owner #202

Ben Pfeffer, Condo Owner #203

Renee Oshman, Condo Owner #203

Don Hardey, Condo Owner #204

Jo Ann Hardey, Condo Owner #204

Robert Sternberg, Condo Owner #205

Diane Melia, Condo Owner #206

Anthony R. Cuzzo, Condo Owner #207

Joan E. Cuzzo, Condo Owner #207



Phillip M. Yates, Condo Owner #308


Mary Jane Yates, Condo Owner #308

Samuel Bono, Condo Owner #309

Joan F. Bono, Condo Owner #309

James L. Emerson, Condo Owner #310

Jamie R. Emerson, Condo Owner #310

Peggy Rapp, Condo Owner #311

Sandra Nelson Johnson, Condo Owner #313

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the _____ day of _____, 2005, before me, the undersigned Notary Public, personally appeared Jerome M. Karam, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in his capacity as President of Harborside Lofts on the Strand, Inc. and acknowledged that he executed the same for the purpose contained therein on behalf of said corporation.

Notary Public, State of Texas

**Second Amendment to the Declaration of Covenants,
Conditions and Restrictions for Harborside Condominiums.
A Condominium Project in Galveston County, Texas
Page 3 of 4 pages**

~~ILLINOIS
STATE OF TEXAS *
COUNTY OF GALVESTON COOK *~~

~~On the 4th day of January, 2005, before me, the undersigned Notary Public, personally appeared Phillip M. Yates, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein.~~



~~Krista Connell
Notary Public, State of Texas ILLINOIS~~

~~STATE OF TEXAS ILLINOIS *
COUNTY OF GALVESTON COOK *~~

~~On the 4th day of January, 2005, before me, the undersigned Notary Public, personally appeared Mary Jane Yates, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein.~~



~~Krista Connell
Notary Public, State of Texas ILLINOIS~~

~~STATE OF TEXAS ILLINOIS *
COUNTY OF GALVESTON COOK *~~

~~On the 4th day of January, 2005, before me, the undersigned Notary Public, personally appeared Samuel Bone, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein.~~



~~Krista Connell
Notary Public, State of Texas ILLINOIS~~

Michael H. Dillon, Condo Owner #201

Phillip M. Yates, Condo Owner #308

Karen Ellen Dillon, Condo Owner #201

Mary Jane Yates, Condo Owner #308

Cathy Granello, Condo Owner #202

Samuel Bono, Condo Owner #309

Ben Pfeffer, Condo Owner #203

Joan F. Bono, Condo Owner #309

Renee Oshman, Condo Owner #203

James L. Emerson
James L. Emerson, Condo Owner #310

Don Hardey, Condo Owner #204

Jamie R. Emerson
Jamie R. Emerson, Condo Owner #310

Jo Ann Hardey, Condo Owner #204

Peggy Rapp, Condo Owner #311

Robert Sternberg, Condo Owner #206

Sandra Nelson Johnson, Condo Owner #313

Diane Melia
Diane Melia, Condo Owner #206

Anthony R. Cuzzo, Condo Owner #207

Joan E. Cuzzo, Condo Owner #207

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the ____ day of _____, 2005, before me, the undersigned Notary Public, personally appeared **Jerome M. Karam**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in his capacity as President of **Harborside Lofts on the Strand, Inc.** and acknowledged that he executed the same for the purpose contained therein on behalf of said corporation

Notary Public, State of Texas

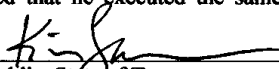
STATE OF TEXAS *
COUNTY OF GALVESTON *

On the ____ day of _____, 2005, before me, the undersigned Notary Public, personally appeared **Joan F. Bono**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein

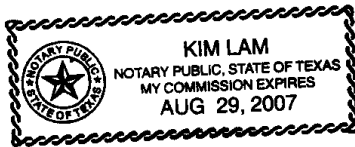
Notary Public, State of Texas

STATE OF TEXAS *
COUNTY OF GALVESTON *

On the 7 day of January, 2005, before me, the undersigned Notary Public, personally appeared **James L. Emerson**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein

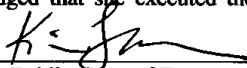


Notary Public, State of Texas

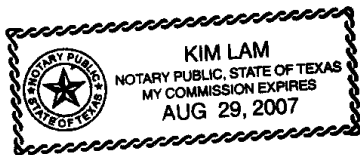


STATE OF TEXAS *
COUNTY OF GALVESTON *

On the 10 day of January, 2005, before me, the undersigned Notary Public, personally appeared **Janie R. Emerson**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein.



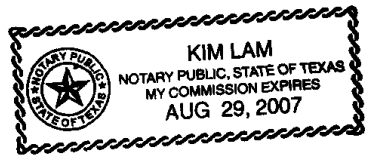
Notary Public, State of Texas



STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 11 day of January, 2005, before me, the undersigned Notary Public, personally appeared Diane Melia, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein



[Signature]
Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the ___ day of _____, 2005, before me, the undersigned Notary Public, personally appeared Anthony R. Cuzzo, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein.

Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the ___ day of _____, 2005, before me, the undersigned Notary Public, personally appeared Joan E. Cuzzo, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein

Notary Public, State of Texas

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HARBORSIDE CONDOMINIUMS,
A CONDOMINIUM PROJECT IN GALVESTON COUNTY, TEXAS

This Amendment is to the Declaration of Covenants, Conditions and Restrictions for Harborside Condominiums, dated December 29, 2003, and recorded under Clerk's File Number 2003091113 as amended by instrument recorded under Clerk's File Number 2004041566, both in the Official Public Records of Real Property of Galveston County, Texas, and is made on the date hereinafter set forth by Harborside Lofts on the Strand, Inc, a Texas corporation, with its principal office located at 353 East Parkwood, Friendswood, Texas 77546 ("Declarant") The real property of the condominium regime is described as follows.

Tract 1: Lots One (1), Two (2) and Three (3), Block Six Hundred Eighty (680), in the City of Galveston, Galveston County, Texas, SAVE AND EXCEPT the North Eighteen feet (N 18') of the East Thirty-One feet (E 31') of Lot Three (3)

Tract 2. The West Thirty-Two feet (W 32') of Lot Four (4), in Block Six Hundred Eighty (680), in the City and County of Galveston, Texas, SAVE AND EXCEPT the North Twenty-Three feet (N 23') thereof

1 Article III, Section 3.1, is hereby amended as follows

- a The parking and space designation for suite 311 is hereby changed from #15 to #17
- b The parking and space designation for Suite 313 is hereby changed from #17 to #15
- c The parking and space designation for Suite 314 is hereby changed from #18 to #16.
- d The parking and space designation for Suite 312 is hereby changed from #16 to #18

2 The last sentence of Article V, Section 5.5 is hereby modified as follows

~~Household pets should weigh less than 100 pounds~~ *RES*

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and Condominium Owner, have signed this 10th day of JANUARY, 2005

Declarant:
Harborside Lofts on the Strand, Inc.

By _____
Jerome M. Karam, President

Buzbee Properties, Inc.
Condominium Owner Units 101 and 102

By _____
Zoe A. Buzbee, President

Michael H. Dillon, Condo Owner #201

Phillip M. Yates, Condo Owner #308

Karen Ellen Dillon, Condo Owner #201

Mary Jane Yates, Condo Owner #308

Cathy Granello, Condo Owner #202

Samuel Bono, Condo Owner #309

Ben Pfeffer, Condo Owner #203

Joan F. Bono, Condo Owner #309

Renee Oshman, Condo Owner #203

James L. Emerson, Condo Owner #310

Don Hardey, Condo Owner #204

Jamie R. Emerson, Condo Owner #310

Jo Ann Hardey, Condo Owner #204

Peggy Rapp, Condo Owner #311


Robert Sternenber, Condo Owner #206

Sandra Nelson Johnson, Condo Owner #313

Diane Melia, Condo Owner #206

Anthony R. Cuzzo, Condo Owner #207

Joan E. Cuzzo, Condo Owner #207

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the ____ day of _____, 2005, before me, the undersigned Notary Public, personally appeared **Jerome M. Karam**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in his capacity as President of **Haborside Lofts on the Strand, Inc.** and acknowledged that he executed the same for the purpose contained therein on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS *
COUNTY OF GALVESTON *

On the ____ day of _____, 2005, before me, the undersigned Notary Public, personally appeared **Don Hardey**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein

Notary Public, State of Texas

STATE OF TEXAS *
COUNTY OF GALVESTON *

On the ____ day of _____, 2005, before me, the undersigned Notary Public, personally appeared **Jo Ann Hardey**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein

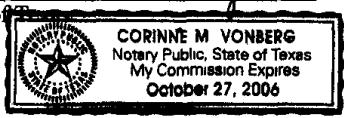
Notary Public, State of Texas

STATE OF TEXAS *
COUNTY OF GALVESTON *

On the 10th day of January, 2005, before me, the undersigned Notary Public, personally appeared **Robert Sternberg**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein.

Corinne M Vonberg

Notary Public, State of Texas



**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HARBORSIDE CONDOMINIUMS,
A CONDOMINIUM PROJECT IN GALVESTON COUNTY, TEXAS**

This Amendment is to the Declaration of Covenants, Conditions and Restrictions for Harborside Condominiums, dated December 29, 2003, and recorded under Clerk's File Number 2003091115 as amended by instrument recorded under Clerk's File Number 2004041566, both in the Official Public Records of Real Property of Galveston County, Texas, and is made on the date hereinafter set forth by Harborside Lofts on the Strand, Inc., a Texas corporation, with its principal office located at 353 East Parkwood, Friendswood, Texas 77546 ("Declarant"). The real property of the condominium regime is described as follows:

Tract 1: Lots One (1), Two (2) and Three (3), Block Six Hundred Eighty (680), in the City of Galveston, Galveston County, Texas, SAVE AND EXCEPT the North Eighteen feet (N 18') of the East Thirty-One feet (E 31') of Lot Three (3)

Tract 2: The West Thirty-Two feet (W 32') of Lot Four (4) in Block Six Hundred Eighty (680), in the City and County of Galveston, Texas, SAVE AND EXCEPT the North Twenty-Three feet (N 23') thereof

1. Article III, Section 3.1, is hereby amended as follows:

- a. The parking and space designation for Suite 311 is hereby changed from #15 to #17 *Smj*
- b. The parking and space designation for Suite 313 is hereby changed from #17 to #15
- c. The parking and space designation for Suite 314 is hereby changed from #18 to #16
- d. The parking and space designation for Suite 312 is hereby changed from #16 to #18

2. The last sentence of Article V, Section 5.5 is hereby modified as follows:

"Household pets should weigh less than 100 pounds." *Smj*

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and Condominium Owner, has signed this _____ day of _____, 2007.

Declarant
Harborside Lofts on the Strand, Inc.

By _____
Jerome M. Karam, President

Buzbee Properties, Inc.
Condominium Owner Units 101 and 102

By _____
Zoe A. Buzbee, President

Michael H. Dillon, Condo Owner #201

Phillip M. Yates, Condo Owner #308

Karen Ellen Dillon, Condo Owner #201

Mary Jane Yates, Condo Owner #308

Cathy Cranello, Condo Owner #202

Samuel Bone, Condo Owner #309

Ben Pfeffer, Condo Owner #203

Joan F. Bone, Condo Owner #309

Renee Oshman, Condo Owner #203

James L. Emerson, Condo Owner #310

Don Hardy, Condo Owner #204

Jamie R. Emerson, Condo Owner #310

Je Ann Hardy, Condo Owner #204

Peggy Rapp, Condo Owner #311

Robert Sternberg, Condo Owner #206


Sandra Nelson Johnson, Condo Owner #312

Diane Melia, Condo Owner #206

Anthony R. Cuzzo, Condo Owner #207

John E. Cuzzo, Condo Owner #207

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the _____ day of _____, 2005 before me the undersigned Notary Public personally appeared Jerome M. Karam, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in his capacity as President of Harboride Lofts on the Strand, Inc. and acknowledged that he executed the same for the purpose contained therein on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the _____ day of _____, 2005, before me, the undersigned Notary Public personally appeared Peggy Rapp known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein.

Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 10th day of Jan. 2005, 2005, before me, the undersigned Notary Public personally appeared Sandra Nelson Johnson, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein.



Heath A. Burttischell
Notary Public, State of Texas

After recording, please return to
Lynis A. Plackemastel
P.O. Drawer 2789
Texas City, TX 77592-2789

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HARBORSIDE CONDOMINIUMS,
A CONDOMINIUM PROJECT IN GALVESTON COUNTY, TEXAS**

This Amendment is to the Declaration of Covenants, Conditions and Restrictions for Harborside Condominiums, dated December 29, 2003, and recorded under Clerk's File Number 2003091113 as amended by instrument recorded under Clerk's File Number 2004041566, both in the Official Public Records of Real Property of Galveston County, Texas, and is made on the date hereinafter set forth by Harborside Lofts on the Strand, Inc., a Texas corporation, with its principal office located at 353 East Parkwood, Friendswood, Texas 77546 ("Declarant"). The real property of the condominium regime is described as follows:

Tract 1: Lots One (1), Two (2) and Three (3), Block Six Hundred Eighty (680), in the City of Galveston, Galveston County, Texas, SAVE AND EXCEPT the North Eighteen feet (N 18') of the East Thirty-One feet (E 31') of Lot Three (3)

Tract 2: The West Thirty-Two feet (W 32') of Lot Four (4), in Block Six Hundred Eighty (680), in the City and County of Galveston, Texas, SAVE AND EXCEPT the North Twenty-Three feet (N 23') thereof

1. Article III, Section 3.1, is hereby amended as follows:

- a The parking and space designation for suite 311 is hereby changed from #15 to #17.
- b The parking and space designation for Suite 313 is hereby changed from #17 to #15
- c The parking and space designation for Suite 314 is hereby changed from #18 to #16.
- d The parking and space designation for Suite 312 is hereby changed from #16 to #18.

2. The last sentence of Article V, Section 5.5 is hereby modified as follows:

"Household pets should weigh less than 100 pounds" *JH DA*

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and Condominium Owner, have signed this 10th day of January, 2005.

Declarant
Harborside Lofts on the Strand, Inc.

By: _____
Jerome M. Karam, President

Buzbee Properties, Inc.
Condominium Owner Units 101 and 102

By: _____
Zac A. Buzbee, President

Michael H. Dillon, Condo Owner #201

Phillip M. Yates, Condo Owner #308

Karen Ellen Dillon, Condo Owner #201

Mary Jane Yates, Condo Owner #308

Cathy Granello, Condo Owner #202

Samuel Bono, Condo Owner #309

Ben Pfeffer, Condo Owner #203

Joan F. Bono, Condo Owner #309

Renee Oshman, Condo Owner #203

James L. Emerson, Condo Owner #310

Don Hardy, Condo Owner #204
Don Hardy
Jo Ann B. Hardy, Condo Owner #204
Jo Ann B. Hardy

Jamie R. Emerson, Condo Owner #310

Peggy Rapp, Condo Owner #311

Robert Sternberg, Condo Owner #206

Sandra Nelson Johnson, Condo Owner #313

Diane Melia, Condo Owner #206

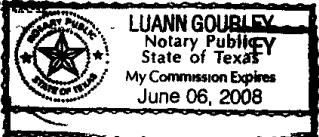
Anthony R. Cuzzo, Condo Owner #207

Joan E. Cuzzo, Condo Owner #207

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 10th day of January, 2005, before me, the undersigned Notary Public, personally appeared Jerome M. Karan, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in his capacity as President of Harborside Lofts on the Strand, Inc. and acknowledged that he executed the same for the purpose contained therein on behalf of said corporation.



Luann Goubley
Notary Public, State of Texas
Luann Goubley

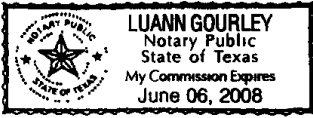
STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 10th day of January, 2005, before me, the undersigned Notary Public, personally appeared Don Hardey, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein.

Luann Gourley

Notary Public, State of Texas



STATE OF TEXAS *

COUNTY OF GALVESTON *

On the ___ day of _____, 2005, before me, the undersigned Notary Public, personally appeared Jo Ann Hardey, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein.

Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the ___ day of _____, 2005, before me, the undersigned Notary Public, personally appeared Robert Sternenberg, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein.

Return to
STEWART TITLE CO.
P. O. BOX 1540
GALVESTON, TEXAS 77550
0421,0019-118
Aftn Nancy

Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2005 OCT 13 04:11 PM 2005070802
JOHN_S \$76.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS