



- b. "Condominium Unit" means one individual unit, the patio, fenced in yard area, designated parking spaces, and overhang easement, as depicted on Exhibit "A", together with the interest in the general common elements appurtenant to such unit, said interest in the general common elements shall not be reduced below that depicted on Exhibit "A".
  - c. "Owner" means a person, firm, corporation, partnership, association or other legal entity, including the Developer, who owns one or more condominium units.
  - d. "General Common Elements" means and includes:
    - (1) the land on which the buildings are located;
    - (2) the foundations, bearing walls and columns, roofs, girders and support beams;
    - (3) the yards, gardens, parking areas, fences, swimming pool, walks, service drives and service easements;
    - (4) the installations consisting of equipment and materials making up central services, such as power, light, gas, garbage disposal facilities and the like; and
    - (5) all other parts of the property necessary or convenient to the existence, maintenance and safety of the condominium regime or normally in common elements.
  - e. "Limited Common Elements" means a part of the general common elements reserved for the exclusive use of the owner of a condominium unit, such as designated parking spaces, balconies and patio areas indicated on the map as appurtenant limited elements to a specific unit only.
  - f. "Common Expenses" means and includes:
    - (1) all sums lawfully assessed against the general common elements by the Association;
    - (2) expenses of administration and management, maintenance, repair or replacement of the general common elements;
    - (3) expenses declared to be common expenses by the provisions of this Declaration of the By-Laws; and
    - (4) expenses agreed upon as common expenses by the owners.
  - g. "Association of Unit Owners" or "Association" means a Texas non-profit association, the By-Laws of which shall govern the administration of this condominium property, the members of which shall be all of the owners of the condominium units.
  - h. "Entire Premises" or "Property" means and includes the land, the buildings, all improvements and structures thereon and all rights, easements and appurtenances belonging thereto.
  - i. "Map", "Survey Map", "Plans" or "Plat" means and includes: the engineering survey of the land locating thereon all of the improvements; the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of or all of the improvements, same being herewith filed, consisting of twenty-five sheets labeled Exhibits "A" through "M2" inclusive and incorporated herein,
2. THE MAP - shall be filed for record simultaneously with the recording of this Declaration as part hereof and prior to the first conveyance of any condominium unit. Such map shall consist of and set forth:

- a. the legal description of the surface of the land;
- b. the linear measurements and location, with reference to the exterior boundaries of the land, of the buildings and all other improvements built on said land;
- c. floor plans and elevation plans of the buildings built thereon, showing the building location, the letter of the building and the number of the unit; the linear dimensions of each unit; the limited common elements; and the general common elements.

The proportionate ownership of common elements and voting rights shall be as provided for in Exhibit O.

3. The real property is hereby divided into the following separate fee simple estates:
  - a. Ninety-Two fee simple estates, consisting of Ninety-two separately designated units, each such unit identified by number and by building letter, as designated on the map, the units in each building being described as follows:

BUILDING A - Containing 4 units, numbered 101 through 104 inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building "A" hereto attached, marked Exhibits "B1 and B2."

BUILDING B - Containing 12 units, numbered 201 through 212 inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building "B" hereto attached, marked Exhibits "C1 and C2."

BUILDING C - Containing 4 units, numbered 301 through 304 inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building "C" hereto attached, marked Exhibits "D1 and D2."

BUILDING D - Containing 8 units, numbered 401 through 408 inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building "D" hereto attached, marked Exhibits "E1 and E2."

BUILDING E - Containing 8 units, numbered 501 through 508 inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building "E" hereto attached, marked Exhibits "F1 and F2."

BUILDING F - Containing 8 units, numbered 601 through 608 inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building "F" hereto attached, marked Exhibits "G1 and G2."

BUILDING G - Containing 8 units, numbered 701 through 708 inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building "G" hereto attached, marked Exhibits "H1 and H2."

BUILDING H - Containing 8 units, numbered 801 through 808 inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building "H" hereto attached, marked Exhibits "I1 and I2."

BUILDING I - containing 8 units, numbered 901 through 908 inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building "I" hereto attached, marked Exhibits "J1 and J2."

BUILDING J - Containing 8 units, numbered 1001 through 1008 inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building "J" hereto attached, marked Exhibits "K1 and K2."

BUILDING K - Containing 8 units, numbered 1101 through 1108 inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building "K" hereto attached, marked Exhibits "L1 and L2."

BUILDING L - Containing 8 units, numbered 1201 through 1208 inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building "L" hereto attached, marked "Exhibits "M1 and M2."

4. A portion of the general common elements is set aside and reserved for the exclusive use of individual owners, such areas being the limited common elements. The limited common elements reserved for the exclusive use of the individual owners are the automobile parking spaces, balcony and patio spaces, which are shown on the map. Such spaces are allocated and assigned by the Developer to the respective condominium units, as indicated on Exhibits "B1" through "M2" inclusive, hereto attached; the balcony(s) or patio assigned to each unit being designated by the unit number preceded by the prefix "B" and parking spaces assigned to each unit being designated by the unit number preceded by the prefix "G", as shown on Exhibit "A", which each owner of a condominium unit shall have exclusive use of and which will be designated at the time of sale. Such limited common elements shall be used in connection with the particular unit, to the exclusion of the use thereof by the other owners, except by invitation. A portion of the common area is intended as a recreation area and is improved with a swimming pool and other recreational facilities. Reasonable regulations governing the use of said recreational facilities by owners and their guests and invitees shall be promulgated by the Developer and by the Board of Managers, after same have been elected and by the Managing Agent. Each owner shall be required to comply strictly with said Rules and Regulations and shall be responsible to the Board of Managers for the compliance therewith by members of his family, relatives, guests and invitees, both minor and adult.
5. Each unit and its undivided interest in and to the general common elements appurtenant thereto, said undivided interest being proportionate to the square footage of each unit to the total square footage of all units, shall be inseparable and may be conveyed, leased or encumbered only as a condominium unit.
6. Every deed, lease, mortgage, trust deed or other instrument may legally describe a condominium unit by its identifying unit number and building letter as shown on the map, followed by the words "THE MARINER HOUSE" and by a reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the general common elements.
7. Developer shall give written notice to the assessor of the creation of condominium ownership of this property, as is provided by law, so that each unit and its percentage of undivided interest in the general common elements shall be deemed a separate parcel and subject to separate assessment and taxation.
8. A condominium unit may be held and owned by more than one person, as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.
9. The general common elements shall be owned in common by all of the owners of the units and shall remain undivided, and no owner shall bring any action for partition or division of the general common elements. Nothing contained herein shall be construed as a limitation of the right of partition of a condominium unit between the owners thereof, but such partition shall not affect any other condominium unit.



10. Each owner shall be entitled to exclusive ownership and possession of his unit. Each owner may use the general common elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners.
11. Each unit shall be occupied and used by the owner only as and for a single family residential dwelling for the owner, his family, his social guests or his tenants.
12. If any portion of the general common elements encroaches upon a unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of an adjoining unit or units encroaches upon the general common elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. For title or other purposes, such encroachment and easement shall not be considered or determined to be encumbrances either on the general common elements or the unit.
13. No labor performed or materials furnished and incorporated in a unit, with the consent or at the request of the owner thereof or his agent or his contractor or subcontractor, shall be the basis for filing of a lien against the general common elements owned by such other owners. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the unit of any other owner or against the general common elements for construction performed or for labor, materials, services or other products incorporated in the owner's unit at such owner's request.
14. The administration of this condominium property shall be governed by the By-Laws of THE MARINER HOUSE CONDOMINIUM ASSOCIATION, a non-profit association, hereinafter referred to as the "Association". A copy of the "By-Laws" is hereto attached, marked Exhibit "N", and incorporated herein; and same shall be deemed adopted by the Developer, as sole owner of the property herein described, and all owners shall be bound thereby. The Developer may, at its election, cause to be formed a Texas non-profit corporation bearing said name, in which event, such non-profit corporation shall be composed of owners of condominium units as herein set out, and such non-profit corporation shall thereafter act and do all things to be done by "Association", and the said non-profit corporation, if formed, shall be bound by, adopt and observe as its By-Laws the By-Laws hereto attached, marked Exhibit "N". "Association" as here used shall refer to the member owners as a group, both before and after incorporation. In the event of incorporation, a certified copy of the Certificate of Incorporation of THE MARINER HOUSE CONDOMINIUM ASSOCIATION shall be recorded, which shall provide that three persons shall act as a Board of Managers and shall serve as the Managers until their successors have been elected and qualified. An owner of a condominium unit, upon becoming an owner, shall be a member of the Association and shall remain a member for the period of his ownership. The Managing Agent shall be MARINER DEVELOPMENT COMPANY, whose address is 16310 Brook Villa Drive, Houston, Texas 77059, and the Managing Agent shall perform all of the duties of the Board of Managers until December 31, 1977, or until 80% of the units shall be sold to owner/occupants, whichever first occurs.
15. The Managing Agent or Board of Managers of the Association shall have the irrevocable right to have access to each unit from time to time, during reasonable hours, as may be necessary for the maintenance, repair or replacement of any of the general common elements therein or accessible therefrom, or for making emergency repairs therein, necessary to prevent damage to the general or limited common elements or to another unit or units.

16. The owner shall maintain and keep in repair the interior of his own unit, including the fixtures therein. All fixtures and equipment, with the heating and air conditioning system installed within the unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity and hereafter referred to as "utilities") enter the unit, shall be maintained and kept in repair by the owner thereof. Without limitation on the generality of the foregoing, an owner shall maintain and keep in good repair (and replace, if so required) the air conditioning compressor, fans, ductwork, heating unit and cooling coils utilized in and for his unit; as well as all other fixtures situated within or installed into the limited common elements appurtenant to such unit; and an owner shall be obliged to promptly repair and replace any broken or cracked windows, doors or glass therein.
17. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. No owner shall in any way alter, modify, add to or otherwise perform any work whatsoever upon any of the common elements, without prior written consent to the Board of Managers.  
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18. An owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his unit, nor shall owner be deemed to own the utilities running through his unit which are utilized for, or serve more than one unit, except as a tenant in common with the other owners. An owner, however, shall be deemed to own and shall maintain the inner decorated and/or finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows and other such elements consisting of paint, wallpaper and other such finishing materials.
19. Each owner shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Managing Agent or Board of Managers on behalf of the owners or, in proper cases, by an aggrieved owner.
20. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the owners representing at least 85 percentage of the aggregate interest of the undivided ownership of the general common elements and at least 75 percentage of the first mortgagees (based upon one vote for each first mortgage owned) of condominium units have given their prior written consent and agree to such revocation or amendment by instruments duly recorded; the making of physical changes in the interior of a unit or units coming into the possession of a mortgagee by virtue of foreclosure of any first mortgage, and physical changes to and alterations of the unit or units owned, by virtue of foreclosure of any first mortgage, may be made without the consent of the other owners or mortgagees and this Declaration may be amended without other owners' or mortgagees' consent, by the owner acquiring same by such foreclosure, to correspond with such physical changes; provided, however, that the percentage of the undivided interest of each unit owner in the general common elements as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all of the unit owners expressed in an amended Declaration duly recorded.
21. The assessments made, which shall be based upon the cash requirements deemed to be such aggregate sums as the Managing Agent or Board of Managers of the Association shall from time to time determine, are to be paid by all of the owners, including the Developer, to provide for the payment of all estimated expenses growing out of or connected with utility costs to include water and electricity, the maintenance and operation of the general common elements, which sum may include, among other things, cost of management, taxes, assessments, fire insurance, with extended coverage and vandalism and malicious mischief with endorsements attached, issued in the amount of the maximum replacement value of all of the condominium units, casualty and public liability and other insurance premiums, landscaping and care of the grounds, common

lighting, repairs and renovations, garbage collections, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent or Board of Managers under or by reason of this Declaration, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus funds, as well as, other costs and expenses relating to the general common elements. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification or a release of the owners from the obligation to pay.

22. The Managing Agent or Board of Managers shall obtain and maintain at all times insurance of the type and kind provided hereinabove and including for such other risks of a similar, or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form, naming the Association the insured, which policy or policies shall indemnify the interest of each condominium unit owner and which shall provide for a standard, non-contributory mortgage clause in favor of each first mortgagee. It shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten days prior written notice to each first mortgagee. Said Managing Agent or Board of Managers shall, upon request of any first mortgagee, furnish a certified copy of such blanket policy and the separate certificate indemnifying the interest of the mortgagor. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that policy, including payment of the insurance premium applicable to that owner's interest or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under such policy, as to the interests of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.
23. All owners shall be obligated to pay the estimated assessments imposed by the Board of Managers or Managing Agent of the Association to meet utility cost to include water and electricity and the common expenses. The assessments shall be made pro rata, according to each owner's percentage interest in and to the general common elements. Assessments for the estimated common expenses, including insurance, shall be due monthly in advance on or before the fifth day of each month. Failure to pay by the fifteenth day of each month shall require the imposition and assessment of a late charge of \$25, and contribution for monthly assessments shall be prorated, if the ownership of a condominium unit commences on a day other than on the first day of the month.  

An adequate reserve fund for replacement of the common elements must be established and must be funded by regular monthly payments, rather than by special assessments.
24. No owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use of enjoyment of any of the general common elements or by abandonment of his unit.
25. All sums assessed, but unpaid, for the share of common expenses chargeable to any condominium unit, including interest thereon at eight (8%) percent per annum, shall constitute a lien on such unit, superior (prior) to all other liens and encumbrances, except for:
  - a. tax and special assessment liens in favor of any assessing unit; and

- b. all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the arising of such a lien; a deed given in lieu of foreclosure, as to priority of liens, shall have the same effect as a foreclosure.

To evidence such lien the Board of Managers or Managing Agent may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the owner of the condominium unit and a description of the condominium unit. Such a notice shall be signed by one of the Board of Managers or by the Managing Agent and may be recorded in the office of the Clerk and Recorder of Galveston County, Texas. Such lien for the common expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting owner's condominium unit by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such foreclosure, the owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The owner shall also be required to pay to the Association a reasonable rental for the condominium unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid on the condominium unit at foreclosure sale and to acquire, hold, lease, mortgage and convey same.

The amount of the common expenses assessed against each condominium unit shall also be a debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same.

Any encumbrancer holding a lien on a condominium unit may pay any unpaid common expenses payable, with respect to such unit, and upon such payment, such encumbrancer shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrances.

26. Upon the written request of any owner or any encumbrancer or prospective encumbrancer of a condominium unit, the Association, by its Managing Agent or Board of Managers, shall issue a written statement setting forth the unpaid common expenses, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advance payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten days, all unpaid common expenses which became due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that upon written request, any such prospective grantee shall be entitled to a statement from the Managing Agent or Board of Managers, setting forth the amount of the unpaid assessment, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advance payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten days of such request, then such grantee shall not be liable for, nor shall the unit conveyed by subject to a lien for, any unpaid assessments against the subject unit.

27. Any owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security



instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a condominium unit may create a second mortgage on the following conditions: (1) That any such second mortgage shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses and other payments created by this Declaration and by the By-Laws; (2) That the mortgage under any second mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a second mortgagee upon written request by the Association.

28. In the event any owner of a condominium unit shall wish to sell, lease or rent the same, and shall have received a bona fide offer therefor from a prospective purchaser or tenant, the remaining owners shall be given written notice thereof, together with an executed copy of such offer and the terms thereof. Such notice and copy shall be given to the Board of Managers for all of the owners. The remaining owners through the Board of Managers, or a person named by them, shall have the right to purchase, lease or rent the subject unit, upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election to purchase, lease or rent is given to the selling or leasing owner, and a matching down payment or deposit is provided to the selling or leasing owner during the ten day period immediately following the delivery of the notice of the bona fide offer and copy thereof to purchase, lease or rent.

In the event any owner shall attempt to sell, lease or rent his condominium unit without affording to the other owners the right of first refusal herein provided, such sale, lease or rental shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, lessee or renter. Possession of or residence in a condominium unit by any other person than the record owner, his lineal descendants or lineal descendant's relatives, continuing for a period of ten days, shall be deemed, for this purpose, to constitute a leasing or renting of the condominium unit, whether or not any consideration has been paid therefor; and in such event the Board of Managers may require the removal of such occupant, it being hereby agreed that the Board of Managers, in event of the possession of the condominium unit upon demand therefor of and from such occupant, with or without notice to the record owner thereof; and in the event of failure to surrender such possession, the Board of Managers may institute its action in starting Forcible Entry and Detainer Proceedings for the possession of such unit, and have and retain such possession until the record owner thereof or the purchaser (in the event of sale, all prerequisites of the plaintiff having been complied with) retakes physical possession of such premises. During any time when the Board of Managers shall have possession of such unit hereunder, the record owner, all of his guests, licensees and invitees, shall be deemed to waive any claim for damages to person or property in or on the unit. The subleasing or subrenting of said interest shall be subject to the same limitations as are applicable to the leasing of renting thereof. The liability of the owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said interest as provided herein.

In no case shall the right of first refusal reserved herein affect the right of an owner to subject his interest in the project parcel to trust deed, mortgage or other security instrument.

The failure of or refusal by the Board of Managers to exercise the right to so purchase, lease or rent shall not constitute or be deemed to be a waiver of such right to purchase, lease or rent when an owner receives any subsequent bona fide offer from a prospective purchaser or tenant.

The provisions of this Article 28 shall not apply to any sale, lease or rental, if made by the Developer, at any time hereafter whether same be a "first sale or letting" or "resale or reletting" of a unit; the Developer shall have the further right to use any one unit as office and sales area and display advertising signs at the premises at any time hereafter until ninety-one (91) units have been sold by Developer.

The right of first refusal, as provided herein, shall extend and run for the period of the lives of the now living children of Robert F. Kennedy, formerly Attorney General of the United States and the now living children of Bob Casey, M. C., whichever of said children shall live longer, plus the period of twenty-one (21) years from the date of execution of this Declaration.

Except as is otherwise provided in paragraph 29, and except upon a transfer of title to a Public Trustee or to a first mortgagee, each grantor of a condominium unit, upon transferring or conveying his interest, shall incorporate in such instrument of conveyance an agreement that the grantee carry out the provisions of the "right of first refusal" as provided in this paragraph.

29. In the event of any default on the part of any owner under any first mortgage, which entitled the holder thereof to foreclose same, any sale under such foreclosure, including delivery of a deed to the first mortgage in lieu of such foreclosure, shall be made free and clear of the provisions of paragraph 28 and the purchaser (or grantee under such deed in lieu of foreclosure) of such condominium unit shall be thereupon and thereafter subject to the provisions of this Declaration and By-Laws. If the purchaser following such foreclosure sale (or grantee under deed given in lieu of such foreclosure) shall be the then holder of the first mortgage of its nominee, the said holder or nominee may thereafter sell and convey the condominium unit free and clear of the provisions of paragraph 28, but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

The transfer of a deceased joint tenant's interest to the surviving joint tenant or the transfer of a deceased's interest to a devisee by will or his heirs at law under intestacy laws shall not be subject to the provisions of paragraph 28.

If an owner of a condominium unit can establish to the satisfaction of the Managing Agent or Board of Managers that a proposed transfer is not a sale or lease, then such transfer shall not be subject to the provisions of paragraph 28.

30. Upon written request of any prospective transferor, purchaser, tenant or an existing or prospective mortgagee of a condominium unit, the Managing Agent or Board of Managers of the Association shall forthwith, or where time is specified, at the end of the time, issue a written and acknowledged certificate in recordable form, evidencing that:
- a. with respect to a proposed lease or sale under paragraph 28, that proper notice was given by the selling or leasing owner and that the remaining owners did not elect to exercise their option to purchase or lease;
  - b. with respect to a deed to a first mortgagee or its nominee in lieu of foreclosure, and a deed from such first mortgagee or his nominee, pursuant to paragraph 29, that the deeds were in fact given in lieu of foreclosure and were not subject to the provisions of paragraph 28;
  - c. with respect to any contemplated transfer which is not in fact a sale or lease, that the transfer is not or will not be subject to the provisions of paragraph 28;

Such a certificate shall be conclusive evidence of the facts contained therein.

31. The Developer hereby makes mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction or obsolescence.

Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Developer or from any owner shall constitute appointment of the attorney-in-fact herein provided.

All of the owners irrevocably constitute and appoint THE MARINER HOUSE CONDOMINIUM ASSOCIATION, a non-profit association, or its successor non-profit corporation, if same be hereafter organized, their true and lawful attorney in their name, place and stead, for the purpose of dealing with the property upon its destruction or obsolescence as is hereafter provided. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a condominium unit owner, which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements, as used in the succeeding subparagraphs, means restoring the improvements to substantially the same condition in which it existed prior to the damage, with each unit and the general and limited common elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacement unless the owners and all first mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

- a. In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvements, shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvements shall be promptly repaired and reconstructed.
- b. If the insurance proceeds are insufficient to repair and reconstruct the improvements, and if such damage is not more than fifty percent of all of the general common elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the owners and their condominium units. Such deficiency assessment shall be a common expense made pro rata according to each owner's percentage interest in and to the general common elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in paragraph 25. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:
  - (1) For payment of the balance of the lien of any first mortgage;
  - (2) For payment of taxes and special assessment liens in favor of any assessing entity;

- (3) For payment of unpaid common expenses;
  - (4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
  - (5) The balance remaining, if any, shall be paid to the condominium unit owner.
- c. If more than fifty (50%) percent of all of the general common elements, not including land, are destroyed or damaged, and if the owners representing and aggregate ownership interest of ninety-five (95%) percent or more, do not voluntarily, within one hundred (100) days thereafter, make provisions for the reconstruction, which plan must have the unanimous approval or consent of every first mortgagee, the Association shall forthwith record a notice setting forth such facts and upon the recording of such notice by the Associations' president and secretary, the entire remaining premises shall be sold by the Association, as attorney-in-fact for all the owners, free and clear of the provisions contained in this Declaration, the Map the By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each owner's interest (as such interests appear on the policies), and such divided proceeds shall be paid into ninety-two (92) separate accounts, each such account representing one of the condominium units. Each such account shall be in the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any account to another, toward the full payment of the lien of any first mortgage against the condominium unit represented by such separate account. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire property. Such apportionment shall be based upon each condominium unit owner's percentage interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph b. (1) through b. (5) of this paragraph.

If the owners representing an aggregate ownership interest of ninety-five (95%) percent, or more, adopt a plan for reconstruction, which plan has the unanimous approval of all first mortgagees then all of the owners shall be bound by the terms and other provisions of such plan. Any assessment made in connection with such plan shall be a common expense and made pro rata according to each owner's percentage interest in the general common elements and shall be due and payable as provided by the terms of such plan but not sooner than thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in paragraph 25. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, as if not so paid, the Association shall cause to be recorded a notice that the condominium unit of delinquent owner shall be sold by the Association. The proceeds derived from sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in sub-paragraph b. (1) through b. (5) of this paragraph.

- d. The owners representing an aggregate ownership interest of ninety-five (95%) percent, or more, may agree that the general common elements of the property are obsolete and that the same should be



renewed or reconstructed. In such instance, the expense thereof shall be payable by all of the owners as common expenses; provided, however, that any owner not agreeing to such renewal or reconstruction may give written notice to the Association that such unit shall be purchased by the Association for the fair market value thereof. If such owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within thirty (30) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party), and appraiser, who shall be a member of the Houston or Galveston Real Estate Board. If either party fails to make such a nomination, the appraiser nominated shall, within five (5) days after default by the other party, appoint and associate with him another appraiser (to be selected from the Houston or Galveston Real Estate Board). If the two appraisers designated by the parties, or selected pursuant hereto in the event of the default of one party, are unable to agree, they shall appoint another appraiser (to be selected from the Houston or Galveston Estate Board) to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two persons (each of whom shall be a member of the Houston or Galveston Real Estate Board), and from the names of the four persons so nominated shall be drawn by lot by a judge of any court of record in Texas, and the name so drawn shall be umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten (10) days of the failure of the two appraisers to agree, which in any event shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value or in the case of their disagreement, the decision of the umpire, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the owners. The sale shall be consummated within fifteen (15) days thereafter, and the Association, as attorney-in-fact, shall disburse such proceeds as is provided in sub-paragraph b. (1) through b. (5) of this paragraph.

- e. The owners representing an aggregate ownership of ninety-five (95%) percent, or more, may agree that the general common elements of the property are obsolete and that the same should be sold. In such instance, the Association shall forthwith record a notice setting forth such facts, and upon recording of such notice by the Association's president and secretary, the entire premises shall be sold by the Association, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The sales proceeds shall be apportioned between the owners on the basis of each owner's percentage interest in the general common elements, and such apportioned proceeds shall be paid into ninety-two (92) separate accounts, each such account representing one condominium unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the unit and name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such funds, without contribution from one fund to another, for the same purposes and in the same order as is provided in sub-paragraph b. (1) through b. (5) of this paragraph.

32. Upon date defined in paragraph 14 herein, the Developer shall execute and deliver a bill of sale to the Association transferring title to all items of personal property located on the entire premises and furnished by the Developer, which property is intended for the common use and enjoyment of the condominium unit owners and occupants. No owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the owner's termination of possession of his condominium unit.



BYLAWS

OF

MARINER HOUSE COUNCIL OF CO-OWNERS, INC., FORMERLY  
KNOWN AS "THE MARINER HOUSE CONDOMINIUM ASSOCIATION"

ARTICLE I

DEFINITIONS

Project Defined

1.01. "Project" shall mean all of that certain real property located in the City of Galveston, County of Galveston, State of Texas, including the lane, all improvements and structures thereon, and all easements, rights, and appurtenances thereto, more particularly described as follows:

All of Block 422 in the City of Galveston, Galveston County, Texas, and including in addition thereto the abandoned alley therein and the East 1/2 of a previously abandoned street right-of-way adjoining said Block 422 on the West thereof, formerly designated 3rd Street together with the privilege granted to Mariner Interest by Galveston County Ordinance Number 68-69 to use ten feet of both Avenue E and Avenue F, abutting Block 422 in the City of Galveston, and;

All improvements, fixtures and tangible personal property (except personal property not owned by Developer) now or hereafter situated on the real property described immediately above, including but not limited the condominium buildings located thereon comprised of 92 units known as The Mariner House, all other buildings and structures of any size, whether or not portable, furniture, carpets, draperies, window blinds or shades, appliances, fences, gates, bridges, culverts, air conditioning and heating equipment and shrubbery and landscaping.

Declaration Defined

1.02. "Declaration" shall mean that certain Declaration applicable to the Project and filed in the office of the County Clerk of Galveston, State of Texas, on July 7, 1977, in the Condominium Records, Volume 2112, at Pages 349 through 363, as the same may be amended from time to time in accordance with the terms thereof.

## Other Terms Defined

2. Other terms used herein shall have the meaning given them in the Declaration and are hereby incorporated by referenced and made a part hereof.

## ARTICLE II

### APPLICABILITY OF BYLAWS

#### Corporation

1. The provisions contained herein constitute the Bylaws of the non-profit corporation known as Mariner House Council of Co-Owners, Inc., and hereinafter referred to as the "Council".

#### Project Applicability

2. The provisions of these Bylaws are applicable to the Project as defined in Paragraph 1.01, above.

#### Personal Application

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

## ARTICLE III

### OFFICES

#### Principal Office

1. The registered office and the principal office for the transaction of business of the Association shall be 215 Postoffice Street, Galveston, Texas 77550, and the Registered Agent shall be MARINER DEVELOPMENT COMPANY, at the same address.

The Council shall have and shall continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such 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 IV

### MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. Membership: Any person on becoming an owner of a condominium unit shall automatically become a member of this Council and be subject to these Bylaws. Such membership shall terminate without any formal Council action whenever such person ceases to own a condominium unit, but such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with MARINER HOUSE CONDOMINIUM during the period of such ownership and membership in this Council, or impair any rights or remedies which the Board of Directors of the Council or other may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Council, but the Board of Directors may, if it so elects, issue one membership card to the owner(s) of a condominium unit. Such membership card shall be surrendered to the Secretary whenever ownership of the condominium unit designated thereon shall terminate.

2. Voting: Voting shall be based upon the percentage of the undivided interest of each unit owner in the general common elements. An owner of an undivided fractional interest in and to a condominium unit shall be entitled to a vote equal to his fractional ownership interest in such unit. Cumulative voting is prohibited.

3. Majority of Unit Owners: As used in these Bylaws, the term "Majority of unit owners" shall mean those owners of more than fifty percent (50%) of the aggregate in interest of the undivided ownership of the general common elements.

4. Quorum: Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "Majority of unit owners" as defined in paragraph 3 of this Article shall constitute a quorum.

5. Proxies: Votes may be cast in person or by proxy. Proxies may be filed with the Secretary before the appointed time of each meeting.

## ARTICLE V

### ADMINISTRATION

1. Association Responsibilities: The owners of the units will, constitute the Council of Co-Owners of Unit Owners, hereinafter referred to as "Council", who will have the responsibility of administering the project through a Board of Directors.

2. Place of Meetings: Meetings of the Council shall be held at such place as the Board of Directors may determine.

3. Annual Meetings: The first annual meeting of the Council shall be held on December 7, 1983. Thereafter, the annual meetings of the Council shall be held on the first Wednesday of the month of December of each succeeding year. At such meeting there shall be elected by ballot of the owners, a Board of Directors in accordance with the requirements of paragraph 5 of Article VI of these Bylaws. The owners may also transact such other business of the Council as may properly come before them.

4. Special Meetings: It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

5. Notice of Meetings: It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the time and place where it is to be held, to each owner of record, at least five but no more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

6. Adjourned Meeting: If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

7. Order of Business: The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll Call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of managers;
- (g) Unfinished business;
- (h) New business.

ARTICLE VI

BOARD OF DIRECTORS

1. Number and Qualification: The affairs of this Association shall be governed by a Board of Directors composed of five (5) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until December 7, 1983, or until their successors are elected, to-wit: H. E. Garner, Jewel Adhern, John Downey, Margaret Snodgrass, and Fred Canning.

2. Powers and Duties: The Board of Directors shall have the powers and duties necessary for the administration and maintenance of a first class residential condominium project. The Board of Directors may do all such acts and things as are not by these Bylaws or by the Condominium Declaration for THE MARINER HOUSE directed to be exercised and done by the owners.

3. Other Powers and Duties: The Board of Directors shall be empowered and shall have the duties as follows:

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the Condominium Declaration submitting the property to the provisions of the Condominium Ownerships Act of the State of Texas.

(b) To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of this condominium project with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each member promptly upon the adoption thereof.

(c) To keep in good order, condition and repair all of the general and limited common elements and all items of personal property used in the enjoyment of the entire premises.

(d) To insure and keep insured all of the insurable general common elements of the property in an amount equal to their maximum replacement value as provided in the Declaration. Maximum replacement value shall be determined annually by one or more written appraisals. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amounts not less than \$100,000.00 per person and \$300,000.00 per accident and \$50,000.00 property damages. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Council for the benefit of the Council and owners of the condominium units and their first mortgagees.

(e) To fix, determine, levy and collect the monthly pro-rated assessments to be paid by each of the owners towards the gross expenses of the entire premises and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments, to levy and collect special assessments whenever in the opinion of the Board it is necessary to so do in order to meet increased operating or maintenance expenses or costs or additional capital expenses, or because of emergencies. All monthly or other assessments shall be in itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the declaration and these Bylaws.

(g) To protect and defend the entire premises from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any expenditure or outlaw required and to execute all such instruments evidencing such indebtedness shall be the several obligation of all of the owners in the same proportion as their interest in the general common elements.

(i) To enter into contracts within the scope of their duties and powers.

(j) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the owners or the holder of a mortgage on said owners unit and to cause a review of the books and accounts by a competent certified public accountant once a year.

(l) To prepare and deliver annually to each owner a statement showing all receipts, expenses or disbursements since the last such statement.

(m) To meet at least once each quarter.

(n) To designate the personnel necessary for the maintenance and operation of the general and limited common elements.



(o) Notwithstanding any of the above statements and purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation.

4. Managing Agent: The Managing Agent shall be MARINER DEVELOPMENT COMPANY, whose address is 215 Postoffice St., Galveston, Texas 77550, who shall have all of the power and shall perform the duties of the Board of Directors until December 31, 1977, subsequent to December 31, 1977, the Board of Directors may employ for the Council a Managing Agent at a compensation to be established by the board to perform such duties and services as the board shall authorize including, but not limited to the duties listed in paragraph 3 of this Article.

5. Election and Term of Office: At the annual meeting in December, 1983, the term of office of two Directors shall be fixed for 3 years. The term of office of two Directors will be fixed for 2 years, and the term of office of one Director shall be fixed at 1 year. At the expiration of the initial terms of office of each respective Director, his successor shall be elected to serve a term of 3 years. The five (5) persons acting as Directors shall hold office until their successors have been elected and hold their first meeting, and shall serve without any pay or compensation for their services as such, except that should Directors perform services and duties in connection with the operation and/or maintenance of the project, they may receive reasonable compensation for this work on the same basis as any other person employed.

6. Vacancies: Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Council shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Council.

7. Removal of Directors: At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

8. Organization Meetings: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Director in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

9. Regular Meetings: Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Director but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

10. Special Meetings: Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally, or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

11. Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting to the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

12. Board of Directors' Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, then majority of those present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. Fidelity Bonds: The Board of Directors shall require that all officers and employees of the Council handling or responsible for Council funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

## ARTICLE VI

### OFFICERS

1. Designation: The officers of the Council shall be a President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors.

2. Election of Officers: The Officers of the Council shall be elected annually by the Board of Directors at the Organizational meeting of each new Board and shall hold office at the pleasure of the Board.

3. Removal of Officers: Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meetings of the Board of Directors, or at any special meeting of the Board called for such purposes.

4. President: The President shall be the chief executive officer of the Council. He shall preside at all meetings of the Council and the Board of Directors. He shall have all of the general powers and duties which are usually vested in the Office of the President of a Council, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Council.

5. Secretary: The Secretary shall keep all the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Council; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the Office of Secretary.

The Secretary shall compile and keep up to date at the principal office of the Council a complete list of members and their last known address as shown on the records of the Council. Such list shall also show opposite each members name and number or other appropriate designation of the unit owned by such members and the parking space assigned for the use in connection with such unit. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6. Treasurer: The Treasurer shall have responsibility for Council funds and shall be responsible for keeping full and accurate records and accounts of all receipts and disbursements in books belonging to the Council. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Council in such depositories as may from time to time be designated by the Board of Director.

## ARTICLE VII

### INDEMNIFICATION OF OFFICERS AND MANGERS

1. Assessments: All owners shall be obligated to pay the



monthly assessments imposed by the Council to meet the common expenses. The assessments shall be made pro-rata according to percentage interest in and to the general common elements and shall be due monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these By-laws, if and only if he shall have fully paid all assessments made or levied against him and the condominium unit owned by him.

(a) Every owner must perform promptly at his own expense maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners.

(b) All the repairs of internal installations of the unit, such as water, light, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass, electrical fixtures, and all other accessories, equipment and fixtures belonging to the unit area including limited areas shall be at the owner's expense.

(c) An Owner shall be obligated to reimburse the Council promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his tenants, agents, or invitees.

3. Mechanic's Lien: Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's unit. In the event suit for foreclosure is commenced, then within ninety (90) days thereafter, such owner shall be required to deposit with the Council cash or negotiable securities equal to the amount of such claim plus interest for one (1) year together with the sum of One Hundred Dollars (\$100.00). Such sum or securities shall be held by the Council pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Council to make such payment, and the amount thereof shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided in paragraph 24 of the Declaration.

4. General: Each owner shall comply strictly with the provisions of the Condominium Declaration for THE MARINER HOUSE.



5. Use of Units - Internal Changes:

(a) All units shall be utilized for single family residential purposes only.

(b) An owner shall not make structural modifications or alterations to his unit or installments located therein without previously notifying this Council in writing through the Managing Agent, or if no Managing Agent is employed, then through the President of the Board of Directors. The Council shall have the obligation to answer within five (5) days after such notice, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

6. Use of General Common Elements and Limited Common Elements: Each owner may use the general common elements and the Limited Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

7. Right of Entry:

(a) An owner shall grant the right of entry to the Managing Agent or to any other persons authorizing by the Board of Directors in case of any emergency originating in or threatening of his unit, whether the owner is present at the time or not.

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

8. Rules and Regulations:

(a) All owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted for the utilization of the recreational facilities afforded, and particularly, for the use of the swimming pool area, in order that all owners and their guests shall achieve maximum utilization of such facilities consonant with the rights of each of the other owners thereto.

(b) Nothing shall be done in any residential unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage

endorsement under the rules of the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering said premises to be cancelled or suspended by the issuing company.

(c) Owners and occupants of units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and other instruments or devices in such manner as may disturb or intend to disturb owners, tenants, or other occupants of condominium units of THE MARINER HOUSE. No unit shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining units, nor shall nuisance, or immoral or illegal activity be committed or permitted to occur in or on any unit or upon any part of the common elements of THE MARINER HOUSE.

(d) The common area is intended for use for the purpose of affording vehicular and pedestrian movement within the condominium, and providing access to the units; those portions thereof adapted therefor, for recreational use by the owners and occupants of units; and all thereof for beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be constructed so as to not interfere with its use for the purposes hereinabove recited, nor shall any part of the common area (common elements) be used for general storage purposes after the completion of the construction of the units by developer, except maintenance storage room, nor anything done thereon in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon. Not more than two small dogs, cats, or other usual small household pets may be kept in any unit, provided always that such household pets shall be allowed on the common areas only as may be specified under reasonable rules therefor promulgated by the Board of Directors. Except as hereinabove stated, no animal, livestock, birds or poultry shall be brought within the condominium or kept in or around any unit thereof.

(e) No resident of the condominium shall post any advertisements, signs, or posters, of any kind in or on the project except as authorized by the Council.

(f) Parking of automobiles shall be only in the spaces designated as parking spaces for each unit; no unattended vehicle shall at any time be left in the alley ways or streets in such manner as to impede the passage of traffic or to impair proper access to parking area. No storage of any flammable

material shall be permitted in said parking area and the same shall at all time be kept free of unreasonable accumulation of debris or rubbish of any kind.

(g) It is prohibited to hang garmets, rugs, and/or any other materials from the windows or from any of the facades of the project.

(h) It is prohibited to dust rugs or other materials from the windows, or to clean rugs by beating on the exterior part of the condominium units, or to throw any dust, trash, or garbage out of and of the windows.

(i) It is prohibited to through garbage or trash outside the disposal areas provided for such purposes.

(j) No owner, resident, or lessee shall install wiring for electrical or telephone installation, telephone antenna, machines or air conditioning units or any other devices whatsoever on the exterior of the project or that protrude through the walls or out of the windows, or on the roof of the project save as are expressly in writing previously approved by the Council.

(k) No owner, or other occupant of any condominium unit shall make any alteration, modification or improvement, nor add any awnings, patio covers or other devices to the common elements of the condominium or remove or add to any planting, structure, furnishings or other equipment or object therefrom except with the written consent of the Council.

(l) Reasonable and customary regulations for the use of the swimming pool area will be promulgated hereafter. Owners and all occupants of units shall, at all times, comply with such regulations.

9. Destruction or Obsolescence: Each owner shall, upon request therefore, execute an irrevocable power of attorney, in favor of the Council appointing the Council his attorney-in-fact to deal with the owner's condominium unit upon its destruction or obsolescence as is provided in paragraph 31 of the Condominium Declaration of THE MARINER HOUSE.

## ARTICLE IX

### AMENDMENTS TO PLAN OF UNIT OWNERSHIP

1. By-laws: These By-laws may be amended by the Council at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least 66-2/3% of the aggregate interest of the undivided interest of the

undivided owners of the general common elements.

#### ARTICLE IX

##### MORTGAGES

1. Notice to Council: An owner who mortgages his unit shall notify the Council through the Managing Agent, if any, or the President of the Board of Directors, giving the name and address of his mortgagees. The Council shall maintain such information in a book entitled "Mortgagees of Units".
2. Notice of Unpaid Assessments: The Council shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

#### ARTICLE X

##### COMPLIANCE

These By-laws are set forth to comply with the requirements of the State of Texas Condominium Ownership Act. If any of these By-laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

#### ARTICLE XI

This Council is organized pursuant to the Texas Non-Profit Corporation Act and does not contemplate pecuniary gain or profit to the members thereof and it is organized for non-profit purposes. No member, member of the Board of Directors or person from whom the Council may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Council be paid as salary or compensation to, or distributed to, or to insure to the benefit of any member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any member while acting as an agent or employee of the Council for services rendered in effecting one or more of the purposes of the Council, and (2) that any member of the Board of Directors may from time to time, to be reimbursed for his actual and reasonable expenses incurred to connection with the administration of the affairs of the Council.

#### ARTICLE XII

The Registered office and the principal office for the transaction of business of the Council shall be 215 Postoffice



Street, Galveston, Texas 77550, and the Registered Agent shall be BETTY LAVERNE, at the same address.

ARTICLE XIII

The persons who shall be authorized to execute any and all instruments of conveyance of encumbrances, including promissory notes, shall be the President and the Secretary of the Council.

ARTICLE XIV

Any agreement for professional management of the condominium project shall provide that said management contract may be terminated for cause on 90 days written notice and the term of said contract shall not exceed three (3) years.

ADAPTATION

Adopted by the Board of Directors on November 27, 1984.

ATTEST:

*Mary J. Shufelt*  
Secretary

SUBSCRIBED AND SWORN TO before me, this 27th day of November, 1984. This instrument was acknowledged before me on the 27th day of November, 1984 by Mary J. Shufelt.

*Debra O. De Vries*  
Notary Public in and for  
The State of Texas  
(Debra O. De Vries)

My Com. Exp: 8-6-85

**MARINER HOUSE COUNCIL OF CO-OWNERS  
P.O BOX 16498  
GAVLESTON, TEXAS 77552**

**RULES AND REGULATIONS**

Adopted: April 20, 1978

Revised: May 21, 2009

Revised: December 1, 2014

The Mariner House Council of Co-owners Board of Directors, (BOD), by authority of the Condominium Declarations and By-laws may establish, make and enforce compliance with reasonable Rules and Regulations as may be necessary for the operation, use and occupancy of the project with the right to amend same from time to time. The BOD has revised and amended the following rules governing the Mariner House Condominiums. Owners, tenants and guests by virtue of their membership in the council are obligated to observe all the rules and regulations listed hereunder. **LESSORS ARE DIRECTLY RESPONSIBLE FOR INSURING THAT THEIR TENANTS AND GUESTS OBSERVE THESE RULES.** Owners will be notified in writing or email of tenant violations. If violations are not resolved after (2) two warnings to the owners, a fine will be levied against the owner for repeated infractions of the rules. If owners fail to pay the fines within 60 (sixty) days of notification, the collection thereof will be sent to the Mariner House attorney for collection. Owners will then be responsible for all legal fees incurred in addition to the fine.

**THE PROPERTY MANAGER IS EMPOWERED TO ENFORCE THESE RULES AND REGULATIONS AND TO TAKE ANY LEGAL ACTION NECESSARY TO ENFORCE THESE RULES IN ORDER TO PROVIDE FOR THE SAFETY AND COMFORT OF ALL MARINER HOUSE RESIDENTS.**

**ASSESSMENTS**

All owners are obligated to pay monthly assessments imposed by the BOD to meet common expenses. The assessments shall be made pro-rata according to percentage interest in and to the general common elements. Assessments are payable on or before the first day of each month and past due if not received by the 15<sup>th</sup> day of the month. **PAYMENTS RECEIVED AFTER THE 15<sup>TH</sup> WILL INCUR A \$25.00 LATE FEE AND 8% INTEREST UNTIL PAID IN FULL. UNITS IN EXCESS OF 60 DAYS PAST DUE FROM THE 15<sup>TH</sup> OF THE MONTH WILL BE TURNED OVER TO THE MARINER HOUSE ATTORNEY FOR COLLECTION AND OWNER WILL BE RESPONSIBLE FOR ATTORNEY FEES IN ADDITION TO LATE FEES AND INTEREST. THERE WILL BE NO EXCEPTIONS MADE TO THIS RULE.**

**MAINTENANCE AND USE OF UNITS**

1. ALL UNITS SHALL BE UTILIZED FOR SINGLE FAMILY RESIDENTIAL PURPOSES ONLY. FINE \$1500.00
2. An owner/ tenant shall not make any structural modifications or alterations to his unit without prior Board of Directors (BOD) approval in writing. No owner shall install ceramic tile or hardwood flooring in any second unit without prior written approval of the BOD. Fine: \$2,500.00
3. All repairs of internal installations of the unit, such as water, lights, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass, electrical fixtures, and all other accessories, equipment and fixtures belonging to the unit area including limited areas shall be at the owner's expense.
4. An owner shall be obligated to reimburse the MH Council of Co-Owners promptly upon receipt of its statement for any expenditure incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of its tenants, agents or guests. Fine: \$250.00 per occurrence.

**OWNERS MUST SEEK BOD AND PROPERTY MANAGER APPROVAL PRIOR TO ANY WORK THEY CONTRACT IN WHICH MARINER HOUSE IS RESPONSIBLE FOR THE REPAIRS THEREOF.**

## **USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

5. Each owner may use the general common areas and the limited common areas in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners. **No** unit shall be used or occupied in any way that would interfere with the enjoyment or safety of other residents. No business may be operated in any unit. Fine: \$250.00

## **GENERAL RULES AND REGULATIONS**

6. **ALL OWNERS ARE RESPONSIBLE FOR THEIR TENANTS AND GUESTS. ALL TENANTS AND OWNERS ARE RESPONSIBLE FOR HAVING A SIGNED COPY OF THE RULES AND REGULATIONS ON FILE WITH THE PROPERTY MANAGER. Fine: \$250.00 per occurrence.**
7. **ALL OWNERS ARE RESPONSIBLE FOR THEIR TENANTS HAVING A COMPLETED TENANT INFORMATION FORM ON FILE WITH THE PROPERTY MANAGER. Fine: \$250.00 per occurrence.**

### **ALL UNIT LOCK OUT CALLS IS \$50.00 AND PAYABLE IN CASH AT TIME OF LOCKOUT.**

Owners are urged to advise tenants that they have an alternate location where residents can obtain additional keys in case of lockouts. There will be times that lockouts cannot be facilitated and a locksmith must be called. Some lock smiths charge \$200.00 to provide this service.

8. No unit shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining units, nor shall nuisance or immoral or illegal activity be committed or permitted to occur in or on any unit upon any part of the common elements. Fine: \$250.00 per occurrence
9. Owners, tenants and guests shall at all times exercise care to avoid making or permitting to be made loud or objectionable noises in such manner as may disturb or intend to disturb owners, tenants or other occupants of condominium units. Fine: \$50.00 per occurrence.
10. Common and/or visible areas shall not be used for storage purposes, (i.e., bicycles, mopeds, lawn chairs, motorcycles, etc.) Fine: \$50.00 per occurrence
11. No items may be attached or affixed to common elements except as authorized by the property manager. This includes **LOCK BOXES** affixed to fences. They will be removed without prior notification to the owners/tenants. **LOCK BOXES** will be kept in the office and retrieved with payment of a \$25.00 fine
12. No owner or tenant shall post any advertisements, signs or posters of any kind in or on Mariner House property. Fine: \$25.00 per occurrence
13. It is strictly prohibited to hang garments, rugs and/or any materials from windows, any façade, patios, fences, porches or balconies. It is prohibited to hang clothing items or other materials on lines from any exterior parts of the condominium complex with the exception of the American Flag. Fine: \$25.00 per occurrence
14. No owner, tenant or occupant of any condominium unit shall make any alteration, modification or improvement such as awnings, patio covers or other devices to the common elements of the condominium complex. No removal or additions to the plantings, structures, furnishing or other equipment or objects there from without prior written consent of the BOD. Fine: \$250.00

15. No owner or tenant shall place, erect, or install any items (electrical or otherwise) on exterior surfaces, through walls, out of windows, balconies, patios, porches, or on a roof except that which is authorized prior, in writing by the BOD.
16. Balconies, patios and porches MUST be kept clean and free of all trash at all times. Mops, brooms and cleaning equipment is prohibited from all balconies, porches and patios. Nothing can be kept or stored on any balcony, porch, or patio that is visible to others. No individual lighting on balconies, patios or fences except for Christmas lights during the period from Thanksgiving through New Years Day. Fine: 25.00 per occurrence
17. Potted plants may not be placed on balcony or porch railings. A drip pan must be placed under pots on the floor of balconies or porches. Fine: \$25.00 each occurrence
18. Feeding birds is prohibited and grocery carts are not allowed on the property.
19. No storage of any kind is permitted in the hall closets. Items will be removed and discarded without prior notification.
20. It is prohibited to throw any trash, garbage or cigarette butts from balconies, windows, porches or doorways. Fine: \$100.00 per occurrence.
21. It is prohibited to throw or otherwise leave garbage bags or discards OUTSIDE the dumpster. All discards must be placed INSIDE the receptacle. Fine: \$100.00 per occurrence
22. Trash cans located in the laundry rooms are strictly for litter created while using the washers and dryers. Fine: \$250.00
23. Cigarette/vapor smoking is strictly prohibited in all common areas of the Mariner House complex. Common areas where it is prohibited includes parking areas, walkways, pool, laundry rooms and entry halls. Discarding cigarette butts in flower beds and from balconies, patios and porches is prohibited. Fine: \$100.00 per occurrence
24. Smoking is only permitted within the confines of your individual unit, its balconies, patios and porches.
25. **GATE ENTRANCES, LAUNDRY ROOMS AND BUILDING ENTRANCES must be kept LOCKED at all times.** Fine: \$250.00
26. No solicitation is allowed on Mariner House grounds except for condominium business. Fine: \$250.00
27. No outdoor flame grills, including charcoal grills are allowed on the premises. **ELECTRIC GRILLS ONLY ARE PERMITTED.** Fine: \$250.00
28. Children under the age of 13 must be supervised at all times. Fine: \$25.00 per occurrence.
29. **OWNERS ARE RESPONSIBLE FOR INSURING THAT THE PROPERTY MANAGER HAS KEYS TO OBTAIN ENTRANCE TO ALL UNITS IN CASE OF EMERGENCIES AND GENERAL MAINTENANCE. A WRITTEN OR EMAIL REQUEST TO OWNERS FOR KEYS WILL BE SENT 2 (TWO) TIMES. IF OWNER FAILS TO COMPLY A \$250.00 FINE WILL BE IMPOSED PER REQUEST THEREAFTER.**
30. ***IT IS REQUIRED THAT WHEN LEASING UNITS THAT THE OWNER OR TENANT PROVIDE THE PROPERTY MANAGER WITH A TENANT INFORMATION FORM. IT IS VITAL THAT THE PROPERTY MANAGER HAVE EMERGENCY CONTACT INFORMATION. IT IS THE OWNERS RESPONSIBILITY TO INSURE THIS FORM BE ON FILE.*** A written or email request will be sent to the owners 2 (two) times. If owner fails to comply, a \$50.00 fine will be imposed with each request thereafter. =

## **PARKING REGULATIONS**



31. Parking of automobiles, motorcycles and mopeds shall be only in the spaces designated as parking spaces for each unit. Each unit is allowed one assigned covered parking space. Fine: \$250.00
32. The parking spaces provided were never intended to accommodate large SUV's or pickups. It is the owner's responsibility when interviewing prospective tenants to insure they understand that if their vehicle's size prohibits those on either side from having reasonable clearance to open their vehicle doors that tenants who own any large vehicle must park in the street. Owners will be notified twice (2) either by email or in writing of the situation and corrective action necessary. Fine: \$50.00 per occurrence
33. Visitor covered parking spaces will not be used by owners/tenants who own more than 1 automobile. Visitor spaces will be monitored and cars will be towed at owner's expense.
34. Unattended vehicles may not be parked in such a way as to obstruct any entry or exit to a parking space. Fine: \$50.00.
35. All parking spaces and other common areas must be kept free of all personal property, rubbish and flammable materials. Fine: \$100.00
36. Abandoned or inoperable vehicles will be towed at owner's expense.
37. Storage of boats, trailers or other personal property in any parking space is prohibited. This includes bicycles chained to support posts. Bicycle racks are available. Fine: \$100.00 per occurrence
38. No car washing or repair work may be done in any parking areas. Fine: car washing, \$25.00. Repair work: \$250.00 for each occurrence
39. Motorcycles are only allowed in parking lots and designated parking spaces.
40. Bicycles are not to be ridden or parked on sidewalks, flowerbeds, in the courtyard or tied/anchored to drainage downspouts, gates or fences of Mariner House. This includes riding toys for children, roller skates and skateboards. Fine: \$50.00 per occurrence. **Bicycles are prohibited from being stored on any exposed balconies and/ or visible area. Fine: \$25.00**
41. Bicycle racks are provided for parking and storage of bicycles. Bicycles will be removed and discarded from racks if rusted, have flat tires or otherwise appear to be abandoned. Bikes are to be registered with property manager.

### **RULES CONCERNING PETS – EFFECTIVE 1/01/15**

42. No more than two (2) small dogs, cats or other small household pets, (dogs, cats), 1 lb. – 25 lbs each may be kept in any unit. Fish, hamsters, gerbils and birds (in cages) are permitted. One (1) medium sized dog is allowed (25lb. – 40 lbs), or one (1) large dog not to exceed 70 lbs. is permitted. Service dogs are exempt but certification must be provided to the property manager. Fine: \$150.00 per each notification until animal is removed from premises.
43. No other livestock, birds or poultry shall be brought within the condominium or kept in or around any unit thereof. No exotic pets such as snakes or reptiles are allowed. Pets must be listed on Tenant/Owner information sheet and on file with the property manager. Fine: \$150.00 per each notification until removed from premises.
44. Vicious dogs will be evaluated on a case by case basis by the property manager. It is the owner's responsibility to ensure that tenants have dogs that are not a threat to other animals or humans. Owners will be responsible for the removal of pets that are determined by the property manager and BOD to be a danger. Fine: \$500.00 per notification until animal is removed from the premises.
45. No pet breeding is allowed in any unit.
46. No pets are allowed in the pool area at any time. Fine: \$50.00
47. Pets are not allowed to be left unattended on balconies, porches or patios for extended periods of time. An extended Period of time is defined as longer than 2 hours. Fine: \$50.00

48. **Current owners of pets are grandfathered as of 1/1/15.**
49. Pets must be kept on a leash at all times in or near the common areas of the condominium. Fine: \$25.00
50. **PETS ARE NOT ALLOWED TO RELIEVE THEMSELVES ANYWHERE ON MARINER HOUSE PROPERTY.** In case of accidents, pet owners are obligated for cleaning it up. Fine: \$250.00

## **POOL REGULATIONS**

### **NO LIFEGUARD IS ON DUTY. ALL INDIVIDUALS SWIM AT THEIR OWN RISK**

51. The pool is open from 9:00 am to 10:00 pm everyday.
52. **ABSOLUTELY NO SMOKING OF CIGARETTES OR VAPOR DEVICES IS PERMITTED WITHIN THE FENCED ENCLOSED AREA SURROUNDING THE POOL AT ANY TIME. THIS IS A COMMON AREA/ ELEMENT THAT SMOKING RESTRICTIONS HAVE BEEN ADDRESSED PREVIOUSLY IN THIS DOCUMENT. FINE: \$100.00**
53. The consumption or possession of any alcoholic beverage within the fenced enclosed area surrounding the pool is strictly prohibited. No glass containers or food or any kind are allowed in the enclosed pool area. Beverages must be kept away from the edge of pool. No litter is to remain in the pool area. Please take it with you. Fine: \$100.00
54. Pool furniture must be left as found. Broken or misused furniture will be replaced at owner's expense.
55. You must shower or rinse off prior to entering the pool. It is not acceptable that the pool is used to remove sand after swimming at the beach. No tanning oils are allowed in the pool. Fine: \$50.00
56. If failures of pool equipment are observed, the property manager must be notified and repair personnel will be contacted.
57. An adult must be at the pool at all times when children under the age of 16 are swimming. Children are to be supervised to avoid excess noise and unsafe play. Fine: \$50.00
58. No diving or running is allowed in the pool area. Floats, water toys and games are discouraged during times of high pool use, weekends and holidays. Fine: \$25.00
59. Two (2) adults and two (2) children are allowed in the pool at one time. If during periods of slow pool usage, like weekdays, additional guests will be allowed with special permission and knowledge of the property manager. During times of increased pool usage like weekends and holidays, please be aware that pool is small and allow all to enjoy it.
60. Music devices are to be played for the individual only and must not disturb other persons or residents of nearby units. All persons who use the pool are expected to be courteous and respectful of others. Any violations of pool regulations are to be reported to the property manager who will resolve and levy fines at their discretion.
61. The pool is closed to anyone with open sores, wounds or illnesses.
62. State and County regulations concerning the pool are posed on signs as you enter the pool area. Regulations must be adhered to.

*These Rules and Regulations are designed to insure all owners, tenants and guests of Mariner House have a pleasant and safe place to reside. All owners, tenants and guests have a responsibility and obligation to abide and follow these rules. It is the owner's responsibility to insure all tenants and their guests are made aware of these rules and regulations and ultimately it is the owners who are responsible for the violations and fines as set forth in this document. All owners will be notified in writing or email of the violations of their tenants. After two (2) such notifications and violations are not*

*corrected and resolved, the Council of Co-Owners Board of Directors and the property manager **WILL** levy fines. **These Rules and Regulations will be strictly enforced.***

**SIGNED, OWNER:** \_\_\_\_\_, **UNIT #** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNED, TENANT:** \_\_\_\_\_, **UNIT#** \_\_\_\_\_ **DATE:** \_\_\_\_\_