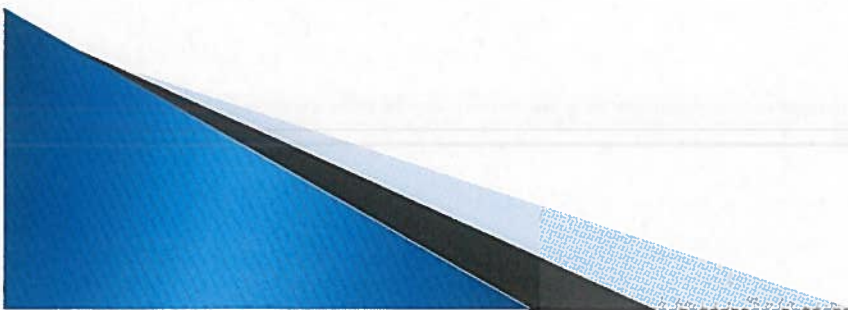


# Association Docs

- ▶ Condominium Declaration
- ▶ Condominium By-Laws
- ▶ Amendment
- ▶ Articles of Incorporation



MAR 18 1973

FILED

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CONDOMINIUM DECLARATION  
FOR  
MARINER VILLAGE CONDOMINIUM

*R. J. ...*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, T. A. ANDERSON and M. E. BAILEY, hereinafter collectively called "Declarants", are the owners of real property situated in the County of Harris, State of Texas, being described as follows:

Parcel 1: (i) A tract of 1.8053 acres of land described by metes and bounds on Exhibit A-1 hereto, together with (ii) an adjacent tract of 0.0990 acres described by metes and bounds on Exhibit A-1(a) hereto, LESS and except that portion of said 1.8053 acres described as "Concrete Walk Encroachment" and described on Exhibit A-2 hereto; and

Parcel 2: A tract of 1.1713 acres of land described by metes and bounds in the "Mariner Village Marina Description" hereto attached marked Exhibit A-3; and

Parcel 3: The right of ingress, egress and regress in common with the owners of Mariner Village Townhouses adjacent thereto, of crossing over, in and upon the "Marina Sidewalk" described by metes and bounds in Exhibit A-4 hereto; and

Parcel 4: The right of ingress, egress and regress in common with the owners of Mariner Village Townhouses on foot, vehicle or other means, over, on and across: (i) the "Concrete Private Drive", described in the Plat of Mariner Village Townhouses; and (ii) the lands underlying and adjacent to same, being described, generally, as the Northernmost 280 feet of the property platted as "Mariner Village Townhouses", and better described in Exhibit A-5 hereto attached;

together with the right of use, user and utilization, and to tie into, in common with owners of Mariner Village Townhouses, the water and sewer lines, pipes and lift station located on the land described in Exhibit A-5.

which property is described on the metes and bounds descriptions attached as Exhibits A-1 through A-5, inclusive, and depicted on attached map or plat thereof marked Exhibit "B-1" which by this reference are made a part hereof; and

WHEREAS, Declarants, as Developers, desire to establish a condominium regime under the Condominium Act of the State of Texas; and

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WHEREAS, Declarants have executed plans for the construction of buildings and other improvements appurtenant thereto on the property described in Exhibit A-1 and A-3 which when completed shall consist of forty-four separately designated condominium apartment units and fifty separately designated marina berth units; and

WHEREAS, Declarants do hereby establish a plan for the individual ownership in fee simple of estates consisting of the area or space contained in each of the 44 apartment units in the two (2) apartment building improvements and in each of the marina berthing units in the marina structure and the co-ownership, by the individual and separate owners thereof, as tenants in common, of all of the remaining property which is hereinafter defined and referred to as the general common elements;

NOW, THEREFORE, Declarants do hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarants, their successors, heirs and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

1. DEFINITIONS, unless the context shall expressly provide otherwise.

(a) "Apartment" or "apartment unit" means an individual air space unit which is contained within the perimeter walls, floors, and ceilings of a defined apartment space in a building as shown on the map attached as Exhibit "B" hereto.

(b) "Marina Berthing Unit", or "Marina Berth" means an individual water space, and airspace to a plane eight feet (80') above the surface of the water area thereof, which is bounded by the pilings, walkways and bulkheads and perimeter lines shown as separating portions of the water area in the "Marina" as shown on the map attached as Exhibit "B" hereto.

(c) "Condominium unit" means one individual air space, ("apartment unit" or "marina Berthing Unit" together with the interest in the general common elements appurtenant to such unit.

(d) "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more condominium units.

(e) "General Common Elements" means and includes:

(1) The land on which the buildings are located and underlying the "marina" and water in the marina;

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(2) The foundations, columns, girders, beams, supports, main walls, and roofs of the buildings;

\* (3) The bulkheads, walkways, pilings, mooring devices and facilities and sidewalks, all relating to the marina area;

(4) The yards, gardens, parking areas, fences, storage spaces, streets, service drives, walks, service easements and recreation areas.

(5) The installations consisting of the equipment and materials making up central services such as power, light, gas, swimming pool, recreation areas, office/mail building, and the like;

(6) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use .

(f) "Limited Common Elements" means a part of the general common elements reserved for the exclusive use of the owner of a condominium unit or owners of units, as the case may be; garage parking areas, attic spaces directly above unit, balconies to which access is provided only through one unit, and patio areas indicated on map as appurtenant limited elements to a specific unit only, shall be deemed limited common elements.

(g) "Entire Premises" or "property" means and includes the land, the buildings, all improvements and structures thereon, and all rights, easements and appurtenances belonging thereto.

(h) "Common Expenses" means and includes:

(1) All sums lawfully assessed against the general common elements by the Managing Agent or Board of Managers;

(2) Expenses of administration and management, maintenance, repair or replacement of the general common elements;

(3) Expenses agreed upon as common expenses by the owners; and

(4) Expenses declared common expenses by provisions of this Declaration and by the ByLaws.

(i) "Association of Unit Owners" or "association" means a Texas non-profit association (or corporation, formed pursuant to paragraph 13 hereof) the Bylaws of which shall govern the administration of this condominium property, the members of which shall be all of the owners of the condominium units.

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(j) "Map", "survey map" or "plans" 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 2 sheets collectively, labelled Exhibit "B-2" and "B-3", inclusive and incorporated herein.

2. The map shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any condominium unit. Such map shall consist of and set forth (1) the legal description of the surface of the land; (2) the linear measurements and location, with reference to the exterior boundaries of the land, of the buildings, the marina and marina unit boundaries, and all other improvements built or to be built on said land by Declarants; (3) floor plans and elevation plans of the building built or to be built thereon showing the location, the building designation, the apartment designation and the linear dimensions of each apartment unit, and the limited common elements; (4) the elevations of the unfinished interior surfaces of the floors and ceilings as established from a datum plane.

3. The real property is hereby divided into the following separate fee simple estates:

(a) Forty-four (44) fee simple estates consisting of forty-four (44) separately designated "apartment units", each such apartment unit identified by number and by building letter designation on the map, the apartments in each building being described as follows:

BUILDING A - Containing eleven (11) apartments, numbered 1 through 11, inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building "A" hereto on the plat attached marked Exhibit "B-1".

BUILDING B - Containing thirty-three (33) apartment units, numbered 12 through 44, inclusive, 11 of said units being located on the "ground floor" of said Building B, the finished slab elevation of such "ground floor" units being 15' 0" feet above mean sea level; and 11 units on the "upper level" of said Building B, said "upper level" consisting of two floor levels, the "living area" floor level of the finished slab elevation in said "upper level" being at 24' 11-3/4" above mean sea level; the second level floors of such "upper level" units being at the elevation of 34' 11-1/2" above mean sea level. Apartment units on the "ground" level of Building B shall be bounded by the finished slab surface at the level above defined, and by the ceiling, as shown on the plat thereof attached on Exhibit B-3; and the parametric boundaries thereof are more fully detailed on Exhibit B-3 hereto attached to which reference is made for all purposes. Apartment units on the "upper level" shall include the space encompassed therein on both the first and second levels of such "upper level" units; the elevations of the finished slab, ceilings and second-floor levels and second-floor ceiling levels as well as the perimeter dimensions of each of same being shown on Exhibit "B-3" hereto attached.

(b) Fifty (50) fee simple estates consisting of 50 separately designated "Marina Berth Units", numbered M-1 through M-50, inclusive, the size, dimensions,

Location and boundaries of each such "Marina Berth Unit" being detailed on the survey plat of the "Marina" attached as Exhibit "B-4".

(b) The remaining portion of the entire premises, referred to as the general common elements, shall be held in common by the owners; the percentage interest in the general common elements attributable to and appurtenant to the respective apartments or Marina Berthing Units being set out in Exhibit "C" hereto (at column 4 thereof), each such undivided interest being appurtenant to one of the apartments or Marina Berthing Units covered hereby as scheduled.

4. A portion of the general common elements is set aside and reserved for the exclusive use of individual owners, as appurtenant to the unit owned by such owner, such areas being the limited common elements. The limited common elements reserved for the exclusive use of the individual apartment unit owners are the automobile parking spaces, balconies accessible from only one unit, and patio spaces, which are shown on the map, and attic spaces directly over unit. Such spaces are allocated and assigned by the Declarants to the respective condominium apartment units and are indicated on Exhibit "C" hereto attached, and are designated by the apartment unit number preceded by the prefix "G" defining the garage and breezeway spaces assigned to each apartment unit. In like manner, the patio assigned to each apartment unit is designated by the apartment unit number preceded by the prefix "P". Such limited common elements shall be used in connection with the particular apartment unit to the exclusion of the use thereof by the other owners except by invitation. The "finger piers" between Marina Berth units are also designated as limited common elements, for the exclusive use of the owners of Marina Berth Units abutting said finger piers, respectively. The sidewalk adjacent to and abutting Marina Berth Units Nos. 1 through 16, inclusive, is designated as a limited common element for the exclusive use of owners of said Marina Berth Units Nos. 1 through 16, inclusive; and the appropriate gates and/or fencing may be installed to prevent unauthorized entry by persons other than said Marina Berth Unit owners.

Portions of the common area are intended as recreation areas and will be improved with a swimming pool and/or related recreational facilities. Reasonable regulations governing the use of said recreation facilities by owners and by their guests and invitees shall be promulgated by the Declarants and by the Board of Managers after the same have been elected and by Managing Agent. Such regulations shall be permanently posted at the poolhouse and/or elsewhere in said recreational area, and all owners shall be required strictly to comply with said Rules and Regulations, and shall be responsible to the Board of Managers for the compliance therewith by members of his or her family, relatives, guests or invitees, both minor and adult.

5. Parking spaces listed on Exhibit "C" as assigned to apartment units, respectively, shall be considered as appurtenant to the apartment units, respectively.

Each apartment or marina berth and the undivided interest in and to the general common elements appurtenant thereto 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 apartment unit by its identifying apartment number and building letter or a marina berthing unit by its number assigned in Exhibits "B-2" hereto or designation as shown on the map, following by the word "MARINA VILLAGE

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CONDOMINIUMS" 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. Declarants shall give written notice to the assessor of the creation of condominium ownership of this property, as is provided by law, so that each apartment unit, each marina berthing 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 apartment and marina berth 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 apartment or marina berth. 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 apartment shall be occupied and used by the owner only as and for single family residential dwelling for the owner, his family, his social guests or his tenants. Each marina berth shall be used only for the berthing and mooring of one pleasure boat, less than 44 feet in overall length, and 2 feet less in width (beam) than the distance between the mooring pilings bounding said marina berth. No boat kept at a marina berth may be used for extended occupancy as a living space; and occupancy of a berthed boat, continuing for 76 hours, shall be deemed a violation of the condition and restriction.

12. If any portion of the general common elements encroaches upon an apartment unit or units, or upon a marina berthing 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 apartment unit or units, or marina unit or units, encroaches upon any other apartment unit or units, or marina unit or units, 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(s) and easement(s) shall not be considered or determined to be encumbrances either on the general common elements, the apartment units, or the marina berthing units.

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13. Subsequent to the completion of the improvements described on the map, no labor performed or materials furnished and incorporated in an apartment unit or marina berth 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 marina berth or apartment 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 apartment unit or marina berth at such owner's request.

14. The administration of this condominium property shall be governed by the Bylaws of MARINA VILLAGE CONDOMINIUM ASSOCIATION, a non-profit association, hereinafter referred to as the "Association". A copy of "Bylaws" is hereto attached and marked Exhibit "D" and incorporated herein; and same shall be deemed adopted by Declarant as sole owner of the property herein described, and all owners shall be bound thereby. Declarants may, at their 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 Bylaws, the Bylaws hereto attached marked "Exhibit "D". "Association" as herein 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 MARINER VILLAGE CONDOMINIUM ASSOCIATION shall be recorded which shall provide that three persons shall act as a Board of Managers who 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 M. E. BAILEY whose address is P.O. Box 25181 Houston, Texas, 77005, and the Managing Agent shall perform all of the duties of the Board of Managers until (i) the date on which Declarants elect to call the first meeting of the homeowners for election of a board of managers, or, (ii) July 15, 1979, or, (iii) until 90% of apartment units shall be sold to owner occupants, whichever first occurs (herein called "Association date").

15. The owners shall have their irrevocable right, to be exercised by the Managing Agent or Board of Managers of the Association, to have access to each marina berth unit and apartment 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 apartment or marina unit or units.

16. An owner shall maintain and keep in repair the interior of his own apartment, including the fixtures thereof. All fixtures and equipment, with

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the heating and air conditioning system, installed within the apartment unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the apartment 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, hot water heater units, fans, ductwork, heating unit and cooling coils, utilized in and for his unit, including 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 that might be so broken or cracked.

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 whatever upon any of the common elements (limited to general), save with written consent of the Board of Managers first obtained.

18. An owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his apartment unit, nor shall such owner be deemed to own the utilities running through his apartment unit which are utilized for, or serve more than one apartment 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.

An owner of a marina unit shall not be deemed to own any of the piling, bulkheading or walkways or mooring piling or facilities or equipment surrounding his marina unit.

19. Each owner shall comply strictly with the provisions of this Declaration, the Bylaws, 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 case, by an aggrieved owner.

20. Save as permitted by Paragraph 34 below, this Declaration shall not be revoked nor shall any of the provisions herein be amended unless the owners representing an aggregate ownership interest of ninety percent (90%) in percentage interest in the General Common Elements or more, and all of the holders of any recorded mortgage or deed of trust covering or affecting any or all condominium units unanimously consent and agree to such revocation or amendment by instrument(s) duly recorded; provided, however, that the foregoing shall not prevent the making of physical changes in the interior of an apartment or apartments coming into the possession of a mortgagee by virtue of foreclosure of any first

mortgage; and physical changes to and alterations of the apartment or apartments 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 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.

20. The assessments made to provide funds for common expenses shall be based upon the cash requirements deemed to be such aggregate sum as the Managing Agent or Board of Managers of the Association shall from time to time determine is to be paid by all of the owners (including Declarants, after "Association Date" on units not sold), to provide for the payment of all estimated expenses growing out of or connected with 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 apartment units, casualty and public liability and other insurance premiums, landscaping and care of grounds, common lighting, repairs and renovations of the structures, maintenance and repair of bulkheads, piers, piling and finger piers, including channel and slip maintenance dredging, 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.

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 apartment or 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 identify the interest of each condominium unit owner and which shall provide for a standard, non-contributory mortgagee 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 identifying 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 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 of such act or omission, shall not be invalidated or suspended and shall remain in full force and effect. Further, such policies shall contain provisions requiring that the insurer waive its subrogation rights with respect to asserting any claim it might have against negligent unit owners.

22. All owners of condominium units shall be obligated to pay the estimated assessments imposed by the Board of Managers or Managing Agent of the Association to meet the common expenses. Except for insurance premiums, the assessments shall be made pro rata according to each owner's percentage interest in and to the general common elements. Assessments for insurance premiums shall be based upon that portion of the total premium(s) that the insurance carried on a condominium apartment unit bears to total coverage of all apartment units. 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 \$5.00.

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.

23. No owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the general or common elements, or by abandonment of his apartment or marina berth.

24. All sums assessed but unpaid for the share of common expenses chargeable to any condominium unit, including interest thereon at eight percent per annum, shall constitute a lien on such unit superior (prior) to all other liens and encumbrances, except only 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.

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 office of the Clerk and Recorder of Harris 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 lien affecting 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 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 and 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 expense payable with respect to such unit, and upon such payment such encumbrances shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance.

25. Upon the written request of any owner or any encumbrances 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 advanced 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 become 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 Managing Agent or Board of Managers, setting forth the amount of the unpaid assessments, 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 advanced 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 be subject to a lien for, any unpaid assessments against the subject unit.

26. 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 Bylaws; (2) that the mortgagee 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 to the Association.

27. 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 which shall be authorized to act 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 or lease or rent the subject apartment upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election to purchase or lease is given to the selling or leasing owner, and a matching downpayment 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 or lease.

In the event any owner shall attempt to sell, rent, or lease his condominium unit without affording to the other owners the right of first refusal as herein provided, such sale or lease shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee. Possession of or residence in a condominium unit by any other person than the record owners, their lineal ascendants or descendants or lineal descendant or ascendant relatives, continuing for a period of ten (10) 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(s), it being hereby agreed that the Board of Managers, in event of the possession of the condominium unit by such unrelated persons, shall be entitled to the possession of said units 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 statutory Forcible Entry and Detainer Proceedings for the possession of such unit, and have and retain such possession until the record owner thereof, or his purchaser (in the event of sale, all prerequisites of this 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, and 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 or 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 a trust deed, mortgage, or other security instrument.

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

The provisions of this Article 27 shall not apply to any sale, lease or rental if made by Declarant at any time hereafter whether same be "first sale or letting" or "resale or reletting" of an apartment unit. Declarants have the further right to use any seven apartment units and the Clubhouse as office and sales area and display advertising signs at the premises at any time hereafter until all units have been sold by Declarants.

The right of first refusal, as provided herein, shall extend and run for the period of the lives of the now living children and grandchildren of Dolph Briscoe, Governor of the State of Texas, whichever of said persons shall live the longer, plus the period of twenty-one years.

Except as is otherwise provided in Paragraph 27, and except upon a transfer of title to a Public Trustee or to the 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.

28. 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 mortgagee in lieu of such foreclosure, shall be made free and clear of the provisions of Paragraph 27, 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 Bylaws. 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, or its nominee, the said holder or nominee may thereafter sell and convey the condominium unit free and clear of the provisions

of Paragraph 27, 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 26.

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 26.

28. Upon written request of any prospective transferor, purchaser, tenant or an existing or prospective mortgagee of any 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 26, 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 its nominee, pursuant to Paragraph 27, that the deeds were in fact given in lieu of foreclosure and were not subject to the provisions of Paragraph 26.

(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 26;

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

29. This Declaration 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 as expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarants or from any owner shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint the MARINER VILLAGE 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 and are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s) as used in the succeeding subparagraphs mean restoring the improvement(s) to substantially the same condition in which it exists 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 an insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements unless the owners and all the first mortgagee 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 improvement(s) shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), 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 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 23. 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 following order:

- (1) For payment of the balance of the lien of any first mortgage;
- (2) For payment of taxes and special assessments 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 applied to the condominium unit owner.

(c) If more than fifty percent of all of the general common elements, not including land, or the "marina" area, are destroyed or damaged, and if the owners representing an aggregate ownership interest of forty (40) condominium apartment units, or more, do not voluntarily, within one hundred days thereafter, make provision for reconstruction, which plan must have the unanimous approval or consent of every first mortgagee, the Association shall forthwith record a notice, setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire remaining premises shall be sold by the Association, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the Bylaws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each unit owner's interest (as such interests appear on the policy or policies), and such dividend proceeds shall be paid into forty-four (44) separate accounts, each such account representing one of the condominium units. Each such account shall be in the name of the Association, and shall further be identified by the number of the apartment unit and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any 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 forty (40) condominium apartment units, 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 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 apartment unit and may be enforced and collected as is provided in Paragraph 22. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium apartment unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium

apartment unit of the delinquent owner shall be sold by the Association. The proceeds derived from sale of such condominium apartment 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 subparagraph (b)(1) through (5) of this paragraph.

(d) The owners representing an aggregate ownership interest of forty (40) condominium apartment units or more, may agree that the general common element of the property are obsolete and that the same should be renewed or reconstructed. In such instance, then 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 days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it 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 days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party) the appraiser who shall be a member of the Houston Real Estate Board. If either party fails to make such a nomination, the appraiser nominated shall within five days after default by the other party appoint and associate with him another appraiser (to be selected from the Houston 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 Real 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 Real Estate Board, and from the names of the four persons so nominated shall be drawn by lot by any judge of any court of record in Texas, and the name so drawn shall be such umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten days the failure of the two appraisers to agree, which in any event shall not be later than twenty 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 days thereafter, and the Association, as attorney-in-fact, shall disburse such proceeds as is provided in subparagraph (b) (1) through (5) of this paragraph.

(e) The owners representing an aggregate ownership interest of forty condominium apartment units, 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 fact or facts, and upon the 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

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Map and the Bylaws. 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 forty-four separate accounts, each account representing one condominium apartment unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the apartment or marina berth and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such funds, without contribution from one fund to another, for the purposes and in the same order as is provided in subparagraph (b) (1) through (5) of this paragraph.

(f) For purposes of voting/agreement of this Paragraph 29, owners of "marina berth units" shall be bound by the action of the owners of forty (40) or more apartment units, and participate in distributions as above provided.

30. Upon "Association Date" defined in paragraph 13 herein, Declarants shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the entire premises and furnished by Declarants, which property is intended for the common use and enjoyment of the condominium apartment unit owners and occupants. The Association shall hold title to such property, for the 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.

31. All notices, demands or other notices intended to be served upon an owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such owner in care of the apartment number and building address of such owner. All notices, demands or other notices intended to be served upon the Managing Agent, M. E. BAILEY, or the Board of Managers of the Association or the Association shall be sent by ordinary or certified mail, postage prepaid, to P.O. Box 25181, Houston, Texas, 77005, until such address is changed by a notice of address change duly recorded.

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

33. Declarants reserve, and shall have the continuing right until July 15, 1979, without the joinder of owners or any person or entity (whether or not condominium apartment or marina berth units have been conveyed) to amend this Declaration or the Bylaws of the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertant misstatements, errors or omissions herein provided that no such amendment shall change the stated numbers of units nor the percentage interest in the common elements attributable thereto, nor materially adversely affect the interest of any owner.

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

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

IN WITNESS WHEREOF, Declarants have duly executed this Declaration this 19th day of December, 1977.

T. A. Anderson  
T. A. ANDERSON

M. E. Bailey  
M. E. BAILEY

THE STATE OF TEXAS :  
:  
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared T. A. ANDERSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 19<sup>th</sup> day of December, 1977.

Linda J. Dees  
Notary Public in and for  
Harris County, Texas  
My Commission Expires 1977  
LINDA J. DEES

THE STATE OF TEXAS :  
:  
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared M. E. BAILEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office this 19th day of December, 1977.

Donna S. Cook  
Notary Public in and for  
Harris County, Texas  
DONNA S. COOK

RIVER VILLAGE CONDOMINIUM  
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Consent to, and joinder in, the foregoing Declaration is hereby granted, and evidenced, by the undersigned lienholder, on this 17th day of December, 1977.

NASSAU BAY NATIONAL BANK

By [Signature]  
VICE President  
GEORGE B. WOODS

ATTEST:


[Signature]  
Asst Cashier  
SANDRA TAYLOR

THE STATE OF TEXAS :  
:  
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared George B Woods, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of NASSAU BAY NATIONAL BANK, a Texas banking corporation, and acknowledged to me that he executed the same as the corporate act and deed of said bank, in his capacity therein stated and for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 17th day of December, 1977.

[Signature]  
Notary Public in and for  
Harris County, Texas  
DONNA S. [Signature]



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BEGINNING at an "X" chiseled in a walk for the Northeast corner of said 5.623 Acre tract, said corner lying on the common line of the East line of said 5.62 Acre tract and the West line of the Corre Bordeaux Apartment tract and also lying on the most Southerly right-of-way line of Nasa Road One (F.M. 528);

THENCE N 85° 53' 06" W, along and with said Southerly right-of-way line of Nasa Road One, a distance of 341.30 feet to a point for corner;

THENCE S 6° 26' 10" W, a distance of 155.00 feet to a point for corner and beginning of a curve from which the radius point bears from said corner S 79° 25' 54" W, a distance of 60.0 feet;

THENCE along and with the arc of said curve, having a radius of 60.0 feet and a central angle of 38° 54' 06", a distance of 40.74 feet to a point for corner;

THENCE S 11° 18' 10" W, a distance of 74.39 feet to a point for corner;

THENCE S 4° 09' 01" W, a distance of 27.21 feet to a point for corner;

THENCE S 85° 50' 59" E, a distance of 61.00 feet to a point for corner;

THENCE N 4° 09' 01" E, a distance of 56.25 feet to a point for corner;

THENCE N 85° 50' 59" W, a distance of 6.00 feet to a point for corner;

THENCE N 4° 09' 01" E, a distance of 30.00 feet to a point for corner;

THENCE S 85° 50' 59" E, a distance of 80.00 feet to a point for corner;

THENCE N 2° 47' 06" E, a distance of 64.24 feet to a point for corner;

THENCE N 50° 35' 31" E, a distance of 19.63 feet to a point for corner;

THENCE S 86° 19' 24" E, a distance of 121.44 feet to a point for corner;

THENCE S 36° 58' 19" E, a distance of 19.23 feet to a point for corner;

THENCE S 6° 44' 38" W, a distance of 248.43 feet to a point for corner;

THENCE S 66° 11' 27" E, a distance of 72.79 feet to a point for corner;

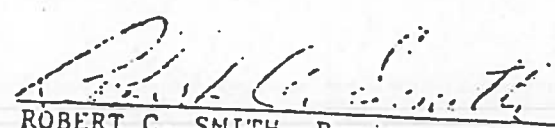
THENCE N 7° 01' E, along and with said common line of the 5.623 Acre tract and the Corre Bordeaux Apartment tract, a distance of 418.61 feet to a point for corner and PLACE OF BEGINNING of the tract herein described;

CONTAINING 1.8053 Acres of land, more or less.

EXHIBIT "A-1"

JFL/dst

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ROBERT C. SMITH, Registered Public Surveyor,  
No. 528

All that certain 0.0990 Acre (4313.53 square feet) tract of land being out of and a part of 5.623 acres in the Ritson Morris Survey, Abstract 52, Harris County, Texas, being part of the "Second" and "Third" tracts described in Volume 1904, Page 133 of the Deed Records of Harris County, Texas, said 0.0990 Acre tract being more particularly described by metes and bounds as follows:

COMMENCING at an "X" chiseled in a walk for the Northeast corner of said 5.623 Acre tract, said corner lying on the common line of the East line of said 5.623 Acre tract and the West line of the Carre Bordeaux Apartment tract and also lying on the most Southerly right-of-way line of Nasa Road One (F. M. 528);

THENCE S 7° 01' W, along and with the common line of said 5.623 Acre tract and Carre Bordeaux Apartment tract, a distance of 418.61 feet to a point for corner and Place of Beginning of the tract herein described;

THENCE N 66° 11' 27" W, a distance of 72.79 feet to a point for corner;

THENCE N 6° 44' 38" W, a distance of 248.43 feet to a point for corner;

THENCE N 36° 58' 19" W, a distance of 19.23 feet to a point for corner;

THENCE N 86° 19' 24" W, a distance of 121.44 feet to a point for corner;

THENCE S 50° 35' 31" W, a distance of 19.63 feet to a point for corner;

THENCE S 2° 47' 06" W, a distance of 64.24 feet to a point for corner;

THENCE S 87° 13' 54" E, a distance of 8.00 feet to a point for corner;

THENCE N 2° 47' 06" E, a distance of 60.70 feet to a point for corner;

THENCE N 50° 35' 31" E, a distance of 12.92 feet to a point for corner;

THENCE S 86° 19' 24" E, a distance of 114.62 feet to a point for corner;

THENCE S 36° 58' 19" E, a distance of 12.35 feet to a point for corner;

THENCE S 6° 44' 38" W, a distance of 251.13 feet to a point for corner;

THENCE S 66° 11' 27" E, a distance of 81.12 feet to a point for corner;

THENCE N 7° 01' E, a distance of 8.36 feet to a point for corner and PLACE OF BEGINNING of the tract herein described.

CONTAINING 0.0990 Acres of Land, more or less.

RECORDER'S MEMORANDUM

At the time of recordation, the instrument was found to be inadequate for the best photographic reproduction because of illegibility, certain photo copy, discolored paper, etc. As to this, corrections and changes were present at the time the instrument was filed and record

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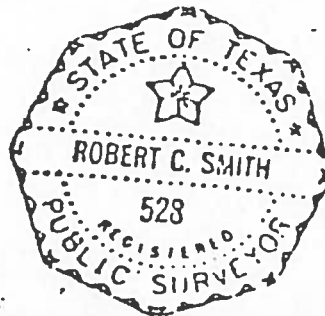
Exhibit A-1(a)

5.623 acres in the Hilton Morris Survey, Abstract 52, Harris County, Texas being part of the "Second" and "Third" tracts described in Volume 1904, Page 133 of the Deed Records of Harris County, Texas, said 0.0067 Acre tract being more particularly described by metes and bounds as follows:  
BEGINNING at an "X" chiseled in a walk for the Northeast corner of said 5.623 acre tract, said corner lying on the common line of the East line of said 5.623 acre tract and the West line of The Carre Bordeaux Apartment tract and also lying in the most Southerly right-of-way line of Nasa Road One (F. M. 528)  
THENCE S 7°01' W, along and with the common line of said 5.623 acre tract and Carre Bordeaux Apartment tract, a distance of 299.19 feet to a point for corner where said common line intersects the most Westerly line of a concrete walk;  
THENCE N 6° 38' 35" E, along with the most Westerly line of said concrete walk, a distance of 299.10 feet to a point for corner lying on the most Southerly right-of-way line of Nasa Road One;  
THENCE S 85° 53' 06" E, along and with said Southerly right-of-way line of Nasa Road One, a distance of 1.96 feet to a point for corner and Place of Beginning of the tract herein described.  
CONTAINING 0.0067 Acres of Land, more or less.

JFL/ed

  
ROBERT C. SMITH, REGISTERED PUBLIC SURVEYER  
NO. 528

EXHIBIT "A-2"



*Handwritten scribbles at the bottom of the page.*

of 5.623 acres in the Kitson Morris Abstract 52, Harris County, Texas, being part of the "Second" and "Third" tracts described in Volume 1904, Page 133 of the Deed Records of Harris County, Texas, said 1.17 Acre Tract being more particularly described by metes and bounds as follows:

COMMENCING at an "X" chiseled in a walk for the Northeast corner of said 5.623 acre tract, said corner lying on the common line of the East line of said 5.623 acre tract and the West line of the Carre Bordeaux Apartment tract and also lying on the most Southerly right-of-way line of Nasa Road (F.M. 528

THENCE S 7° 01' W, along and with the common line of said 5.623 Acre Tract and Carre Bordeaux Apartment tract, a distance of 426.97 feet to a point for corner and Place of Beginning of the tract herein described;

THENCE , continuing S 7° 01' W, a distance of 178.29 feet to a point for corner;

THENCE N 47° 40' 03" W, a distance of 70.19 feet to a point for corner;

THENCE N 7° 27' 52" E, a distance of 71.20 feet to a point for corner;

THENCE N 65° 39' 58" W, a distance of 134.18 feet to a point for corner;

THENCE N 34° 38' 32" W, a distance of 12.35 feet to a point for corner;

THENCE N 3° 38' 06" E, a distance of 224.61 feet to a point for corner;

THENCE N 2° 47' 06" E, a distance of 60.70 feet to a point for corner;

THENCE N 50° 35' 31" E, a distance of 12.92 feet to a point for corner;

THENCE S 86° 19' 24" E, a distance of 114.62 feet to a point for corner;

THENCE S 36° 58' 19" E, a distance of 12.35 feet to a point for corner;

THENCE S 6° 44' 38" E, a distance of 251.13 feet to a point for corner;

THENCE S 66° 11' 27" E, a distance of 81.12 feet to a point for corner and Place of Beginning of the tract herein described.

CONTAINING 1.1713 Acres of land, more or less.

JFL/ed

November 9, 1977

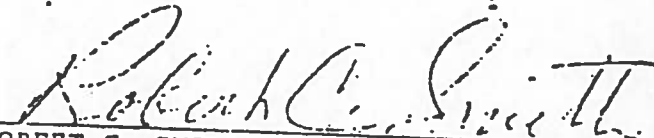
  
ROBERT C. SMITH, REGISTERED PUBLIC  
SURVEYOR, NO. 528

EXHIBIT "A-3"

MARTINE VILLAGE CONDOMINIUM

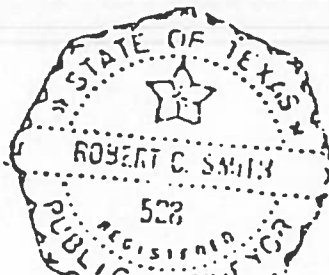
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... notes in the ... Harris Co. ...  
... part of the "Second" and "Third" tracts described in Volume 190  
Page 135, of ... Deed Records of Harris County, Texas, said 0.0400 Acre Tract  
being more particularly described by metes and bounds as follows:

COMMENCING at an "x" chiseled in a walk for the Northeast corner of said 5.62  
Acre Tract, said corner lying on the common line of the East line of said  
5.623 Acre tract and the West line of the Carre Bordeaux Apartment tract and  
lying on the most Southerly right-of-way line of Nasa Road One (F.M. 528);

THENCE S 7° 01' W, along and with the common line of the 5.623 acre tract and  
the Carre Bordeaux Apartment tract, a distance of 418.61 feet to a point for  
corner;

THENCE N 66° 11' 27" W, a distance of 72.79 feet to a point for corner;

THENCE N 6° 44' 38" W, a distance of 248.43 feet to a point for corner;

THENCE N 36° 58' 19" W, a distance of 19.23 feet to a point for corner;

THENCE N 86° 19' 24" W, a distance of 121.44 feet to a point for corner;

THENCE S 50° 35' 31" W, a distance of 19.63 feet to a point for corner;

THENCE S 2° 47' 06" W, a distance of 64.24 feet to a point for corner and  
PLACE OF BEGINNING of said 0.0400 Acre Tract herein described;

THENCE S 3° 38' 06" W, a distance of 217.69 feet to a point for corner;

THENCE S 86° 21' 54" E, a distance of 8.00 feet to a point for corner;

THENCE N 3° 38' 06" E, a distance of 217.81 feet to a point for corner;

THENCE N 87° 13' 54" W, a distance of 8.00 feet to a point for corner and  
PLACE OF BEGINNING of the tract herein described;

CONTAINING 0.0400 Acres of land, more or less.

JFL/dst  
November 2, 1977

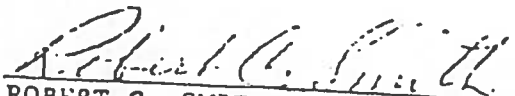
  
ROBERT C. SMITH, Registered Public Surveyor  
No. 528

EXHIBIT "A-4"

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25

"CONCRETE DRIVE and  
UTILITY EASEMENT AREA"

All that certain tract of land being out of and a part of 5.623 acres in the Ritson Morris Survey, Abstract 52, Harris County, Texas, being part of the "Second" and "Third" tracts described in Volume 1904, Page 133 of the Dead Records of Harris County, Texas, said tract being more particularly described by metes and bounds as follows:

- BEGINNING at an "x" chiseled in a walk for the Northeast corner of said 5.623 acre tract, said corner lying on the common line of the East line of said 5.623 acre tract and the West line of the Carre Bordeaux Apartment tract and also lying on the most Southerly right-of-way line of Nasa Road One (F.M.528);  
THENCE N. 85° 53' 06" W., along and with said Southerly right-of-way line of Nasa Road One, a distance of 341.30 feet to a point for corner and the POINT OF BEGINNING of the tract herein described;  
THENCE S. 6° 26' 10" W., a distance of 155.00 feet to a point for corner and beginning of a curve from which the radius point bears from said corner S. 79° 25' 54" W., a distance of 60.0 feet;  
THENCE along and with the arc of said curve, having a radius of 60.00 feet and a central angle of 38° 54' 06", a distance of 40.74 feet to a point for corner;  
THENCE S. 11° 18' 10" W., a distance of 74.39 feet to a point for corner;  
THENCE S. 04° 09' 01" W., a distance of 27.21 feet to a point for corner;  
THENCE N. 85° 50' 59" W., a distance of 40.01 feet to a point for corner;  
THENCE N. 04° 09' 01" East a distance of 27.79 to point;  
THENCE N. 06° 26' 10" E., a distance of 268.13 feet to point in the South right-of-way of Nasa Road 1;  
THENCE N. 85° 53' 06" W., a distance of 48.04 feet to POINT OF BEGINNING.

EXHIBIT "A-5"

RECORDER'S MEMORANDUM

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

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EXHIBIT "C"

<u>Unit</u>	<u>Assigned Parking Space</u>	<u>Percentage Int. In Common Elements</u>	<u>Estimated Initial Monthly Maintenance Fee</u> (SUBJECT TO CH.
BUILDING A			
1	G-1	.0228376	
2	G-2	.0228376	\$65.00
3	G-3	.0228376	65.00
4	G-4	.0228376	65.00
5	G-5	.0228376	65.00
6	G-6	.0228376	65.00
7	G-7	.0228376	65.00
8	G-8	.0228376	65.00
9	G-9	.0228376	65.00
10	G-10	.0228376	65.00
11	G-11	.0228376	65.00
BUILDING B			
12	G-12	.0128075	36.50
13	G-13	.0193200	55.00
14	G-14	.0128075	36.50
15	G-15	.0193200	55.00
16	G-16	.0128075	36.50
17	G-17	.0193200	55.00
18	G-18	.0128075	36.50
19	G-19	.0193200	55.00
	G-20	.0128075	36.50
	G-21	.0193200	55.00
	G-22	.0128075	36.50
	G-23	.0128075	36.50
	G-24	.0193200	55.00
	G-25	.0128075	36.50
	G-26	.0193200	55.00
	G-27	.0128075	36.50
	G-28	.0193200	55.00
	G-29	.0128075	36.50
	G-30	.0193200	55.00
	G-31	.0128075	36.50
	G-32	.0193200	55.00
	G-33	.0128075	36.50
	G-34	.0128075	36.50
	G-35	.0193200	55.00
	G-36	.0128075	36.50
	G-37	.0193200	55.00
	G-38	.0128075	36.50
	G-39	.0193200	55.00
	G-40	.0128075	36.50
	G-41	.0193200	55.00
	G-42	.0128075	36.50
	G-43	.0193200	55.00
	G-44	.0128075	36.50
		<u>.7715486</u>	<u>2,197.00</u>

MINIMUM

CT

(SUBJECT TO

Unit	Common Elements	Maintenance Fee
1		
2	.0098677	\$18.00
3	.0101996	18.00
4	.0101996	17.00
5	.0070849	17.00
6	.0070849	17.00
7	.0070849	17.00
8	.0070849	17.00
9	.0070849	17.00
10	.0053615	15.17
11	.0053615	15.17
12	.0046976	14.30
13	.0041488	13.87
14	.0039573	13.43
15	.0037402	13.00
16	.0035104	12.57
17	.0033317	12.13
18	.0031913	11.70
19	.0030126	11.27
20	.0028722	10.83
21	.0027190	10.40
22	.0025913	9.97
23	.0025403	9.53
24	.0080422	19.20
25	.0085911	19.60
26	.0085911	19.60
27	.0071231	16.68
28	.0067274	16.03
29	.0062295	15.38
30	.0054253	14.73
31	.0049785	14.08
32	.0046210	13.65
33	.0043785	13.22
34	.0039445	12.78
35	.0036636	12.13
36	.0032679	11.70
37	.0031530	11.27
38	.0030254	10.83
39	.0027573	10.40
40	.0025658	9.97
41	.0024509	9.53
42	.0022722	9.10
43	.0027704	8.67
44	.0023616	8.67
45	.0021704	8.67
46	.0021704	8.67
47	.0021704	8.67
48	.0021704	8.67
49	.0021704	8.67
50	.0021704	8.67
	.0023616	8.67
	.2284514	649.25
	1.0000000	

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Total Percentage interest in Common Elements--

\*\*\* Limited Common Area: 50% of finger pier (2), except 1, 24, 25, 44, and 45 where it is 50% of finger pier (1).

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EXHIBIT "D"

BYLAWS  
OF

MARINER VILLAGE CONDOMINIUM ASSOCIATION

The name of the organization shall be MARINER VILLAGE CONDOMINIUM ASSOCIATION.

ARTICLE I.

OBJECT

(Plan of Apartment Ownership)

1. The purpose for which this non-profit Association is formed is to govern the condominium property situated in the County of Harris, State of Texas, which property is described on the attached Exhibits "A" through "A-3", inclusive, which, by this reference, is made a part hereof, and which property has been submitted to the provisions of the Condominium Ownership Act of the State of Texas.

2. All present or future owners, tenants, future tenants, 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 condominium apartment or marina berth units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these ByLaws are accepted, ratified, and will be complied with.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. Membership: Any person on becoming an owner of a condominium apartment or marina berthing unit in MARINER VILLAGE CONDOMINIUM shall automatically become a member of this Association and be subject to these ByLaws. Such membership shall terminate without any formal Association action whenever such a 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 VILLAGE CONDOMINIUMS during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Managers of the Association 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 Association, but the Board of Managers may, if it so elects, issue one membership card to the owner(s) of a condominium apartment unit. Such membership card shall be surrendered to the Secretary whenever ownership of the condominium apartment and marina berthing 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 III

#### ADMINISTRATION

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

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

3. Annual Meetings: The first annual meeting of the Association shall be held on the "Association Date" as defined in Paragraph 15, Declaration of MARINER VILLAGE: at which time the 3 members of the Board of Managers shall be elected.

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 Managers 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.

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5. Notice of Meetings: It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each owner of record, at least 5 but not 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 at a time not less than forty-eight 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 IV

##### BOARD OF MANAGERS

1. Number and Qualification: The affairs of this Association shall be governed by a Board of Managers composed of three persons. The following persons shall act in such capacity and shall manage the affairs of the Association until "Association Date" as defined in Paragraph 15, Declaration, or until their successors are elected, to-wit: T. A. Anderson, M. E. Bailey and Alan Kruse.

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

3. Other Powers and Duties: The Board of Managers 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 Subdivision Act of the State of Texas

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(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 Association for the benefit of the Association and the owners of the condominium units and their first mortgagees.

(e) To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the owners toward 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 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 an expenditure or outlay required 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 Managers.

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(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, and to cause a complete audit of the books and accounts by a competent accountant, once each 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) To prepare and promulgate reasonable rules and regulations for the use of the marina berth units and for the use of the common elements.

(p) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the communal aspect of condominium ownership.

4. Managing Agent: The Managing Agent shall be M. E. BAILEY whose address is P.O. Box 25181, Houston, Texas, 77005, which shall have all of the powers and shall perform the duties of the Board of Managers until "Association Date", subsequent to which date the Board of Managers may employ for the Association 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 first annual meeting of the Association the term of office of one Manager shall be fixed for three years. The term of office of one Manager shall be fixed at two years. The term of office of one Manager shall be fixed at one year. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three years. The three persons acting as Managers shall hold office until their successors have been elected and held their first meeting.

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

7. Removal of Managers: At any regular or special meeting duly called, any one or more of the Managers 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 Manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

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8. Organization Meeting The first meeting of a newly elected Board of Managers shall be held within ten days of election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected, and no notice shall be necessary to the newly elected Managers 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 Managers may be held at such time and place as shall be determined, from time to time, by a majority of the Managers, but at least four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each Manager, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

10. Special Meetings: Special meetings of the Board of Managers may be called by the President on three days' notice to each Manager, given personally, 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 Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Managers.

11. Waiver of Notice: Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers 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 Managers' Quorum: At all meetings of the Board of Managers, a majority of the Managers shall constitute a quorum for the transaction of business, and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board of Managers, there be less than a quorum present, the 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 Managers shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

## ARTICLE V

### OFFICERS

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

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2. Officers: The officers of the Association shall be elected annually by the Board of Managers 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 Managers, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for such purpose.

4. President: The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Managers. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from 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 Association.

5. Secretary: The Secretary shall keep all the minutes of all meetings of the Board of Managers and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Managers 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 Association, a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the apartment unit and berthing unit owned by such members and the garage or parking space and storage space assigned for use in connection with such apartment 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 Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Managers.

#### ARTICLE VI

#### INDEMNIFICATION OF OFFICERS AND MANAGERS

The Association shall indemnify every manager or officer, his heirs, executors and administrators, against all losses, costs and expense, including

LAJEE VILLAGE CONDOMINIUM

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counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a manager or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence, or willful misconduct in the performance of his duty as such manager or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such manager or officer may be entitled. All liability, loss, damage, costs, and expense, incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, that nothing in this Article VI contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit, who is or has been a manager or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of MARINERS VILLAGE Declaration as a member or owner of a condominium unit covered thereby.

#### ARTICLE VII

#### OBLIGATIONS OF THE OWNERS

1. Assessments: All owners shall be obligated to pay the monthly assessments imposed by the Association 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 any special meeting of members, within the meaning of these Bylaws, only, if he shall have fully paid all assessments made or levied against him and the condominium unit owned by him.

2. Maintenance and Repair:

(a) Every owner must perform promptly at his own expense all maintenance and repair work within his own apartment or marina berthing 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, gas power, 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.

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(c) An Owner shall be obligated to reimburse the Association 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 or agents.

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 apartment units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's apartment or marina berthing unit. In the event suit for foreclosure is commenced, then within ninety days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to the amount of such claim plus interest for one year together with the sum of One Hundred Dollars. Such sum or securities shall be held by the Association 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 pay shall entitle the Association to make such payment, and the amount therefor shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided in paragraph 25 of the Declaration.

4. General:

(a) Each owner shall comply strictly with the provisions of the Condominium Declaration for MARINERS VILLAGE CONDOMINIUMS.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which MARINERS VILLAGE project was built.

5. Use of Units - Internal Changes:

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

(b) An owner shall not make structural modifications or alterations to his unit or installation located therein without previously notifying the Association in writing through the Managing agent, or if no Managing Agent is employed, then through the President of the Board of Managers. The Association shall have the obligation to answer within five 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.

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(c) Marina berth units:

(i) No structural or functional changes whatever may be made in a marina berth unit.

(ii) Owners of marina berth units shall at all times comply with the rules and regulations concerning said units and use of the marina facilities, as same may now exist or be hereafter promulgated by the Association or Manager.

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 are 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 person authorized by the Board of Managers in case of any emergency originating in or threatening 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 such requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

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 of the use of the swimming pools and adjacent areas and Recreation area and of the marina and marina berth units, in order that all owners and their guest 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 apartment 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.

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(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 any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants or other occupants of condominium units of MARINERVILLAGE. No unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining units, nor shall any 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 MARINER VILLAGE.

(d) The common area is intended for use for the purpose of affording vehicular and pedestrian movements within the condominium, and of providing access to the units; those portions thereof adapted therefor, for recreational use by the owners and occupants of units; and all thereof for the beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the common area shall be obstructed so as to 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 one large dog or 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 Managers. 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 Association

(f) Parking of automobiles shall be only in the garages designated as allocated to each unit; no unattended vehicles shall at any time be left in the alleyways or streets in such manner as to impede the passage of traffic, or to impair proper access to parking area. No storage of any objects shall be permitted in the carport area and the same shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind.

(g) It is prohibited to hang garments, 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 any of the windows of any of the units.

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(i) It is prohibited to throw 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, television antennae, 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 Association.

(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 Association.

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

(m) Specific regulations for use of and utilization of facilities connected with the marina or marina berth units are as follows:

All residents, their guests, agents or invitees are strictly prohibited from:

(i) Throwing or depositing any debris, beer cans, bottles or other litter into the marina waters;

(ii) Discharging holding tanks or marine heads into marina waters;

(iii) Living, in excess of 76 consecutive hours, on any boat berthed at the marina;

(iv) Fishing or crabbing from any boat docked in the marina or from the piers or sidewalks bordering the marina;

(v) Blocking or obstructing the marina walkways, piers or sidewalks, including but not limited to, by washing sails, disassembling boat parts, or organizing boat storage spaces;

(vi) Using the finger piers or walkways for storage of any sort;

(vii) Bringing or permitting to be entered into the marina any commercial fishing vessels, party boats or commercial touring boats, including their operation and berthing therein;

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(viii) Berthing or mooring any boat in the marina which is not capable of moving out of the marina, under its own power, either by wind or motor, and making a one mile journey into Galveston Bay and back under normal weather conditions;

(ix) Mooring or berthing any boat which extends past the longest of the two adjacent finger piers;

(x) Leaving guy lines and/or halyards and other lines or yards properly and adequately tied down so that noise from such boating equipment is within reason in the discretion of the Board of Manager or Managing Agent;

(xi) Exceeding the speed of three (3) miles per hours in the marina waters;

(xii) To the extent required, further reasonable rules and regulations, customary for and typical to marina and boat berthing operations, governing speeds, housekeeping and the like, may from time to time be adopted by the Board of Manager, in which case copies of same shall be forwarded to all marina berth unit owners and shall be posted prominently in the marina sidewalk areas.

9. Destruction or Obsolescence: Each owner shall, upon request therefor, execute a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the owner's condominium unit upon its destruction or obsolescence as is provided in paragraph 30 of the Condominium Declaration for MARINER VILLAGE.

#### ARTICLE VIII

##### AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

1. Bylaws: These Bylaws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least 70% of the aggregate interest of the undivided ownership of the general common elements.

2. Until the "Association Date" defined in Paragraph 13 of the Declaration of MARINER VILLAGE, in addition to the foregoing mode of Amendment, Declarants may, without action of the Association, amend these By-laws for the purposes, and to the extent, for which amendments to said Declaration of MARINER VILLAGE are permitted to be made by Declarants pursuant to Paragraph 33 of said Declaration.

#### ARTICLE IX

##### MORTGAGES

1. Notice to Association: An owner who mortgages his unit shall notify the Association through the Managing Agent, if any, or the President of the Board of Managers, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Units".

2. Notice of Unpaid Assessments: The Association 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 Bylaws 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 Association is not organized for profit. No member, member of the Board of Managers, or person from whom the Association 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 Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Managers; provided, however, always (1) that reasonable compensation may be paid to any member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member of the Board of Managers may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

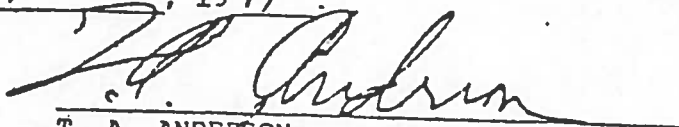
ARTICLE XII

The registered office and the principal office for the transaction of business of this Association shall be P.O. Box 25181, Houston, Texas, 77005, and the Registered Agent shall be M. E. BAILEY at the same address.

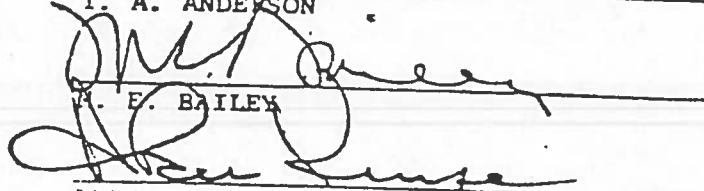
ARTICLE XIII

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

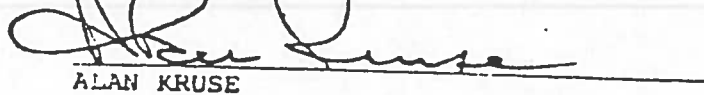
IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Houston, Texas, this 19<sup>th</sup> day of December, 1977



T. A. ANDERSON



M. E. BAILEY



ALAN KRUSE

RINER VILLAGE CONDOMINIUM  
A CONDOMINIUM PROJECT  
CONDOMINIUM RECORDS  
HARRIS COUNTY, TEXAS  
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RECORDED INSTRUMENT NUMBER 17,000

AMENDMENT TO THE CONDOMINIUM DECLARATION  
FOR THE MARINER VILLAGE CONDOMINIUM

THE STATE OF TEXAS -  
COUNTY OF HARRIS - KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, T. A. Anderson and M. E. Bailey, caused to be placed and appear of record a declaration pursuant to and in accordance with provisions of the Condominium Act of the State of Texas entitled "Condominium Declaration for Mariner Village Condominium", the same having been filed for record April 18, 1978 and recorded in Volume 68, Pages 2-12 of the Condominium Records in the office of the County Clerk of Harris County, Texas, to which declaration and the record thereof reference is here made for all purposes and said recorded declaration being hereinafter referred to as "Declaration"; and

WHEREAS, Section 27 of said Declaration is as follows:

- 27. 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 which shall be authorized to act 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 or lease or rent the subject apartment upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election to purchase or lease is given to the selling or leasing owner, and a matching downpayment 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 a copy thereof to purchase or lease.

In the event any owner shall attempt to sell, rent, or lease his condominium unit without affording to the other owners the right of first refusal as herein provided, such sale or lease shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee. Possession of or residence in a condominium unit by an other person than the record owners, their lineal ascendants or descendants or lineal descendant or ascendant relatives, continuing for a period of ten (10) 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(s), it being hereby agreed that the Board of Managers, in the event of the possession of the condominium unit by such unrelated persons, shall be entitled to the possession

of said units 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 statutory Forcible Entry and Detainer Proceedings for the possession of such unit, and have and retain such possession until the record owner thereof, or his purchaser (in the event of sale, all prerequisites of this 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, and 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 or 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 a trust deed, mortgage, or other security instrument.

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

The provisions of this Article 27 shall not apply to any sale, lease or rental if made by Declarant at any time hereafter whether same be "first sale or letting" or "resale or reletting" of an apartment unit. Declarants have the further right to use any seven apartments units and the Clubhouse as office and sales area and display advertising signs at the premises at any time hereafter until all units have been sold by Declarants.

The right of first refusal, as provided herein, shall extend and run for the period of the lives of the now living children and grandchildren of Dolph Briscoe, Governor of the State of Texas, whichever of said persons shall live the longer, plus the period of twenty-one years.

Except as otherwise provided in Paragraph 27, and except upon a transfer of title to a Public Trustee or to the 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.

WHEREAS, said owners now desire to amend said Declaration for the purpose of revoking Section 27, and

WHEREAS, the owners representing an aggregate ownership interest of ninety percent (90%) in percentage interest in the

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General Common Elements or more, and all of the holders of any recorded mortgage or deed of trust covering or affecting any or all condominium units unanimously consent to the following amendment to said Declaration;

NOW, THEREFORE, as and for the amendment to the Condominium Declaration for Mariner Village Condominium for the purpose of revoking and deleting Section 27 of said Declaration, the undersigned do hereby amend said Declaration as follows:

I.

The above quoted Section 27 of the Declaration is hereby revoked and deleted for all intents and purposes.

II.

This amendment shall be in all things considered to be a part of the original condominium declaration.

EXECUTED this the 6th day of January, 1987.

MARINER VILLAGE CONDOMINIUM ASSOCIATION, INC.

BY: George Campbell  
PRESIDENT  
*George Campbell*

STATE OF TEXAS -  
COUNTY OF HARRIS -

BEFORE ME, the undersigned authority, on this day personally appeared George Campbell, President of the Mariner Village Condominium Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of January, A.D. 1987.



Patricia T. Borches  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS  
Printed Name of Notary  
My Commission Expires:  
06/26/87

Return To:  
Bay Area Property Management, Inc  
P.O. Box 58325  
Houston, Texas 77258

ATTN: Ed Kozlka

FILED  
In the Office of the  
Secretary of State of Texas

DEC 04 1978

Lana Salgran

County Clerk, Corporation Division

ARTICLES OF INCORPORATION

OF

MARINER VILLAGE CONDOMINIUM ASSOCIATION, INC.

We the undersigned natural persons of the age of eighteen (18) years or more, all of whom are citizens of the State of Texas, acting as incorporators of a nonprofit, no stock corporation, pursuant to Article 1396, Texas Revised Civil Statutes, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I.

The name of the corporation is MARINER VILLAGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE II.

The period of the corporation's duration is perpetual.

ARTICLE III.

The corporation is a nonprofit, benevolent corporation formed to promote, improve and protect the health, property, property rights, safety and general welfare of the residents of MARINER VILLAGE CONDOMINIUM, a condominium located in Harris County, Texas; and, especially to administer, collect, receive, receipt for, expend, and contract to expend the funds required and assessed for the maintenance and common expenses incident to the condominium known as MARINER VILLAGE CONDOMINIUM, and to act as Managing Agent thereof and therefor with power and authority to encourage compliance with the provisions of the covenants and restrictions contained in and being part of the Declaration and By-laws of MARINER VILLAGE CONDOMINIUM, and to do or cause to be done all acts and things therein and therefor authorized and required to be done by such Managing Agent of such condominium regime.

ARTICLE IV.

The members of the corporation shall be, and the membership of the corporation shall be composed of, the owners of the Fourty-four (44) individual apartment or condominium units and the Owners of the Fifty (50) Marina Berth Units, all in MARINER VILLAGE CONDOMINIUM, a condominium regime established under the Condominium Act of the State of Texas, and located in Harris County, Texas, in accordance with the "Condominium Declaration for MARINER VILLAGE CONDOMINIUM" filed for record under Harris County Clerk's File NO. F-561809 and recorded in Volume 68, Page 2, et seq., Condominium Records, Official Public Records of Real Property of Harris County, Texas.

ARTICLE V.

The manner in which Directors shall be elected is as follows: The owner (or owners) holding record title to each condominium unit in MARINER VILLAGE CONDOMINIUM shall own one (1) membership in the corporation and shall be entitled to a vote respectively based upon the percentage of the undivided interest of each unit owner in the General Common Elements of MARINER VILLAGE CONDOMINIUM, in electing Directors and in voting on other matters presented to the members for decision. When a condominium unit or apartment is sold or the ownership and record title thereof transferred in any lawful way,

the membership in this corporation relating to said condominium unit and the right to vote as a member of this corporation shall automatically be transferred with the title to and ownership of such "condominium unit" to the purchaser upon such passage of record title, regardless of whether the conveyance (or other devolution of title by lawful means) does or does not contain words purporting to convey or transfer such membership and whether or not any seller seeks or purports to retain membership or any right thereof. No part of the revenues of the corporation shall ever inure to the individual benefit of any member and no member of the corporation shall ever be entitled to be paid any dividend of any description from the corporation, or to require any distribution of any of the corporate assets.

ARTICLE VI.

The post office address of its initial registered office is 4701 Nasa Road 1, Seabrook, Texas 77586 and the name of its initial registered agent is M. E. Bailey, 4701 Nasa Road 1, Seabrook, Texas.

ARTICLE VII.

The number of Directors constituting the initial Board of Directors is three (3) and the names and addresses of the persons who are to serve as the Directors until the first meeting of the members and until their successors are elected and qualified are:

M. E. BAILEY	4701 Nasa Road 1, Seabrook, Texas 77586
T. A. ANDERSON	4701 Nasa Road 1, Seabrook, Texas 77586
LINDA J. DEES	4701 Nasa Road 1, Seabrook, Texas 77586

ARTICLE VIII.

The names and addresses of the Incorporators are:

M. E. BAILEY	4701 Nasa Road 1, Seabrook, Texas 77586
T. A. ANDERSON	4701 Nasa Road 1, Seabrook, Texas 77586
LINDA J. DEES	4701 Nasa Road 1, Seabrook, Texas 77586

ARTICLE IX.

This corporation owns no goods, chattels, lands, rights or credits at this time; consequently, the estimated value hereof is none.

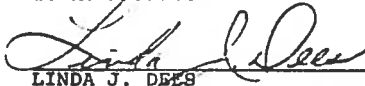
ARTICLE X.

This corporation is a nonprofit corporation and has no capital stock.

IN WITNESS WHEREOF, we have hereunto set our hands this 17th day of November, 1978.

  
M. E. BAILEY

  
T. A. ANDERSON

  
LINDA J. DEES

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

I, Sharon Keene, a Notary Public in and for Harris County, Texas, do hereby certify that on this 20th day of November, 1978, personally appeared before me, M. E. BAILEY, who, being by me first duly sworn, declared that he is one of the persons who signed the foregoing Articles of Incorporation as an Incorporator and that the statements therein contained are true and correct.



Sharon Keene  
Notary Public in and for  
Harris County, Texas

SHARON KEENE  
Notary Public in and for Harris County, Texas  
My Commission Expires May 22, 1980

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

I, Sharon Keene, a Notary Public in and for Harris County, Texas, do hereby certify that on this 17th day of November, 1978, personally appeared before me, T. A. ANDERSON, who, being by me first duly sworn, declared that he is one of the persons who signed the foregoing Articles of Incorporation as an Incorporator and that the statements therein contained are true and correct.



Sharon Keene  
Notary Public in and for  
Harris County, Texas

SHARON KEENE  
Notary Public in and for Harris County, Texas  
My Commission Expires May 22, 1980.

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

I, Sharon Keene, a Notary Public in and for Harris County, Texas, do hereby certify that on this 20th day of November, 1978, personally appeared before me, LINDA J. DEES, who, being by me first duly sworn, declared that she is one of the persons who signed the foregoing Articles of Incorporation as an Incorporator and that the statements therein contained are true and correct.



Sharon Keene  
Notary Public in and for  
Harris County, Texas

SHARON KEENE  
Notary Public in and for Harris County, Texas  
My Commission Expires May 22, 1980

RETURN TO:  
HOUSTON TITLE COMPANY  
ALPHA BLDG. SUITE 101  
16811 EL CAMINO REAL  
HOUSTON, TEXAS 77058

Att. Sharon



## Property Management

---

3206 PALMER HWY  
TEXAS CITY, TEXAS 77590  
409 945-2577  
FAX: 409 945-5350  
Email: [epm2577@aol.com](mailto:epm2577@aol.com)

Mariner Village Condominium Association is maintained in accordance with the Declaration, Bylaws and Rules & Regulations. All owners and residents are responsible for knowing and abiding by these rules. It is the owner's responsibility that their tenants and guests also abide by these rules.

### BOARD OF MANAGER'S RULES

The following rules, regulations and guidelines have been issued by the Mariner Village Condominium Association Board of Managers to clarify or supplement the Declarations, Bylaws, and Rules and Regulations of the Association. These rules are effective July 1, 2003.

#### PETS

1. Pets must be kept on a leash at all times when in the common areas. The common area is all area inside the fence. Pets are to be walked in the grassy area on the west or north side of the property outside the fence.
2. Pet owners shall prevent their pets from soiling the common area and shall promptly clean up any mess left by their pet.
3. Pet owners are to comply with all pet laws of the City of Pasadena, including but not limited to all pets displaying proof of rabies vaccination.
4. No pets are allowed in the pool area.
5. Pets are not to be left on the balcony/patio during the owner's absence.
6. See "Rules and Regulations" for additional rules in this category.

#### POOL/POOL AREA

1. 9:00AM – 7:00PM, normal use; 7:00PM – 10:00PM, quiet use; 10:00PM – 9:00AM, silent use.
2. No lifeguard is on duty.
3. Children under age 12 must be accompanied by an adult at all times when in the pool area.
4. Glass containers are prohibited in the pool area.
5. No running, diving, or horseplay is allowed.
6. No pets are allowed in the pool area.
7. Owner/resident must be on the premises while guests are using pool.
8. Number of guests should be limited so as not to infringe on pool use by other residents.
9. All trash is to be properly disposed of. If trash container becomes full, please empty into the dumpster.

10. Hosts of poolside parties/cookouts are expected to clean up the area, return all tables and chairs to the deck area, and empty all trash containers at the end of the event.
11. Cigarette butts are to be properly disposed of. Cigarette butts are not to be thrown into the grass or on to the deck area surrounding the pool.
12. See "Rules and Regulations" for additional rules in this category

#### **MARINA**

1. 9:00AM – 7:00PM, normal use; 7:00PM – 10:00PM, quiet use; 10:00PM – 9:00AM, silent use.
2. Children under age 12 must be accompanied by an adult at all times when in the marina area.
3. The marina area and adjoining sidewalk is not a play area. Riding bicycles, skateboards, and other such activities are prohibited.
4. No non-food items are to be thrown into the marina, e.g., bottles, cans, cigarette butts, etc.
5. No items are to be stored on the marina walkway. Short-term use of chairs and tables on the walkway is permitted.
6. All boat slips are privately owned and use of a slip without owner permission is trespassing.
7. Illegally moored boats will be towed at boat owner's expense.
8. All boats are to be properly docked and secured. Mooring lines are to be regularly inspected and maintained.
9. Fishing, crabbing and swimming are prohibited in the marina.
10. See "Rules and Regulations" for additional rules in this category.

#### **DECK**

1. 9:00AM – 7:00PM, normal use; 7:00PM – 10:00PM, quiet use; 10:00PM – 9:00AM, silent use.
2. Children under age 12 must be accompanied by an adult at all times while on the deck.
3. BBQ pits, cookers, or any open-flame devise is not permitted on the deck.
4. All trash is to be picked up and properly disposed of.
5. Fishing and diving from the deck is prohibited.

#### **PARKING**

1. No inoperative vehicles (cars, trucks, motorcycles, boats, trailers, etc.) may be parked on the property. Expired tags/inspection stickers make a vehicle inoperative.
2. Inoperative vehicles will be stickered, and subsequently towed at the vehicle owner's expense.
3. Guest parking areas are for short-term parking only. Residents should not park in guest parking areas.
4. Owners/residents/guests may park vehicles along the fence on the east side of the property. Fire codes prohibit parking directly in front of garage doors.
5. Cars leaking oil/transmission fluid need to be repaired immediately, and the vehicle owner should promptly clean up any fluids dropped.

6. Only minor vehicle repairs are allowed on the property.
7. See "Rules and Regulations" for additional rules in this category.

#### **SATELLITE DISH**

1. Satellite dishes are allowed under the following conditions:
  - A. The dish may not be attached to any part of the building/structure,
  - B. The dish must be mounted on a stand, and must be placed in an inconspicuous area on the unit balcony/patio, and
  - C. The dish must not extend beyond the boundary of the balcony/patio into common area.

#### **BALCONY/PATIO**

1. Patios and balconies may be furnished only with appropriate furniture and plants, or other generally accepted items.
2. Patios and balconies are not for general storage. Appliances, storage shelving, building materials, and similar items are not allowed.
3. Items such as pool toys, wind boards, small watercraft, and other water-sports equipment that are appropriate in a waterfront community may be temporarily stored on a balcony/patio. All items must be in good repair, and must not be visually unappealing.
4. As required, items should be properly secured to prevent them from being blown off the balcony/patio.
5. Blankets, bedding, and/or towels are not to be hung on balcony rails.
6. Pets are not to be left on the balcony/patio during an owner's absence.

#### **ELEVATOR**

1. Smoking is prohibited in the elevator.
2. Residents are dependent on the elevator. Mechanical problems should be promptly reported to the Association.

#### **WINDOW/DOOR COVERINGS**

1. The exterior side of all window coverings (drapes, blinds, etc.) is to be white, off-white, or light tan in color.
2. Window tint, if applied, must be black or dark gray.
3. No window/door coverings may be applied to the exterior of the building without written permission of the Association.
4. Exterior door colors are the responsibility of the Association, and may not be changed by the owner/tenant.

#### **GARBAGE/TRASH**

1. Mariner Village does not have on-site grounds cleanup. Residents are expected to assist in maintaining a clean property by properly disposing of trash, bottles/cans, cigarette butts, etc.
2. All trash is to be placed into the dumpster. Trash left outside the dumpster will not be picked up, and is a health hazard and a nuisance.
3. Appliances and furniture are not to be placed into the dumpster.

4. Any item that is too big for the dumpster container should be taken to the dump for disposal.

#### **SMOKING**

1. Please do not dispose of cigarette butts on project grounds. Cigarettes are not to be thrown into the marina.
2. Smoking in the elevator is prohibited by city ordinance.

#### **BUILDING EXTERIOR**

1. No alterations, changes or additions may be made to the exterior of the building without the written approval of the Association.
2. No wiring or electrical service for ceiling fans, telephone, television antennae, or any other devices shall be installed on the exterior of the building, or that protrudes through the walls or out of a window, without the written consent of the Association. All wiring must meet city codes.
3. No advertisements or signs of any kind shall be posted in the project without written consent of the Association.

#### **ENTRY HALLS (Building B)**

1. No items are to be stored in the entry halls.
2. Residents are responsible for keeping their own entry halls clean, and free of spider webs, wasp nests, etc