

CC1-80-2117

has been sold and conveyed by Declarant or Declarant's waiver of such right by delivery of written notice thereof to the Community Association.

Section 11.5. Amendment of Articles and Bylaws. The Articles of Incorporation and Bylaws may be amended in accordance with the provision set forth in such instruments or, in the absence of such provisions, in accordance with the applicable provisions of the Texas Nonprofit Corporation Act.

Section 11.6. Special Rights of First Mortgagees. Any First Mortgagee (meaning a Mortgagee with first priority over other Mortgagees) holding a Mortgage encumbering any Privately Owned Site in the Community Association Area, upon filing a written request therefor with the Community Association, shall be entitled to (a) written notice from the Community Association of any default by the Mortgagor of such Privately Owned Site in the performance of the Mortgagor's obligations under this Community Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations, which default is not cured within sixty (60) days after the Community Association learns of such default; (b) examine the books and records of the Community Association during normal business hours; (c) receive a copy of financial statements of the Community Association including any annual audited financial statement within ninety (90) days following the end of any fiscal year of the Community Association; (d) receive written notice of all meetings of Delegates or of Delegate Districts; (e) designate a representative to attend any meeting of Delegates or of Delegate Districts; (f) receive written notice of abandonment or termination of the Community Association or of the plan contemplated under this Community Declaration; (g) receive thirty (30) days written notice prior to the effective date of any proposed, material amendment to this Community Declaration, the Articles of Incorporation or the Bylaws; and (h) prompt written notice as soon as the Community Association receives notice or otherwise learns of any substantial damage to the Community Association Properties and as soon as the Community Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Community Association Properties. Notwithstanding the foregoing agreement of the Community Association to furnish certain notices to First Mortgagees, the failure of the Community Association to give such notices as provided above shall not impair or invalidate any action taken by Members or the Community Association unless the prior written approval of the First Mortgagee to such action is expressly required by the provisions of this Community Declaration.

No violation by an Owner of the provisions of this Community Declaration or any Supplemental Declaration shall affect the lien of any Mortgage presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such

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Mortgage; and any such Mortgage or lien may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions contained in this Community Declaration and the applicable Supplemental Declaration.

Section 11.7. First Mortgagee Exemption from Rights of First Refusal. Any such First Mortgagee who obtains title to any Privately Owned Site pursuant to the remedies provided in the Mortgage held by such First Mortgagee or pursuant to any foreclosure of the Mortgage or by deed or assignment in lieu of foreclosure shall be exempt from any right of first refusal contained in any Supplemental Declaration.

Section 11.8. Priority of First Mortgage Over Assessments. The liens described in Article VIII of this Community Declaration and the superior title herein reserved shall be subordinate to the liens of a First Mortgagee. Each First Mortgagee who obtains title to such Privately Owned Site pursuant to the remedies provided in the Mortgage or by judicial foreclosure shall take title to the Privately Owned Site free and clear of any claims for unpaid Assessments or charges against such Privately Owned Site which accrued prior to the time such holder acquires title to such Privately Owned Site. No such sale or transfer shall relieve such holder acquiring title to a Privately Owned Site from liability for any Assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Privately Owned Site shall not affect the Community Association's lien for Assessments.

Section 11.9. First Mortgagee's Right to Pay Taxes and Insurance Premiums. Any such First Mortgagee or any such First Mortgagees, jointly or singly, shall be entitled to pay any taxes or other charges which are in default and which may or have become a charge against any of the Community Association Properties and may pay any overdue premiums on hazard insurance policies for any Community Association Properties, and the First Mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Community Association.

Section 11.10. Agreements with Government Mortgage Agencies and Government Mortgage Agencies Approval. If Declarant must obtain the approval of one or more Government Mortgage Agencies to one or more of the actions described in Section 3.4 hereof, then prior to any such proposed action, Declarant shall give written notice of such proposed action to the applicable Government Mortgage Agencies, and for thirty (30) days following the receipt of such notice, any of the applicable Government Mortgage Agencies shall have the power to prohibit such action by written notice to Declarant. If no written notice of veto is received by Declarant within such thirty (30) day period from any of the applicable Government Mortgage Agencies, then such approval shall be deemed given and Declarant may proceed as if

such approval was obtained with respect to the request contained in such notice. Any certificate of amendment or repeal shall state whether or not any such consent is required and, if required, shall state whether or not such consent has been obtained, and the statements and the certificates shall be binding and conclusive on all Persons. The Community Association may enter into such contracts or agreements on behalf of the Community Association as may be required in order to satisfy the requirements or guidelines of any Government Mortgage Agency so as to allow for the purchase, guarantee or insurance, as the case may be, by a Government Mortgage Agency of First Mortgages encumbering Privately Owned Sites. Each Owner hereby agrees that it will benefit the Community Association and the Member thereof, as a class of potential mortgage borrowers and potential sellers of Privately Owned Sites, if Government Mortgage Agencies approve the Community Association Area or parts thereof as a qualifying subdivision under their respective policies, rules and regulations as adopted from time to time.

Section 11.11. Association's Right to Mortgage Information. Each Owner hereby authorizes any First Mortgagee holding a Mortgage on such Owner's Privately Owned Site to furnish information to the Community Association concerning the status of such First Mortgage and the loan which it secures.

Section 11.12. Special Approvals by First Mortgagees. Unless at least seventy-five percent (75%) of the First Mortgagees (based upon one vote for each Mortgage owned) of Privately Owned Sites in the Community Association have given their written approval, neither the Community Association nor any Member shall (i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Community Association Properties or the Improvements thereon which are owned, directly or indirectly, by the Community Association (except that the granting of access easements, utilities easements, drainage easements and water facilities easements or easements for other public purposes consistent with the intended use of such property by the Community Association shall not be deemed to be within the meaning of this provision); (ii) change the method of determining the obligations, Assessments or other charges which may be levied against Members or the method of allocating distributions of hazard insurance policy proceeds or condemnation awards; (iii) by act or omission change, waive or abandon any scheme or regulation, or enforcement thereof, pertaining to architectural approval of Improvement to Property including the architectural design of the exterior appearance of dwelling units, the exterior maintenance of dwelling units or the upkeep of lawns and plantings on the Community Association Properties; (iv) fail to maintain the casualty, fire and extended coverage insurance on insurable Community Association Properties as elsewhere provided in this Declaration; (v) use hazard insurance proceeds for losses to any Community Association Properties for other than the

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repair, replacement or reconstruction of the Improvements which were damaged or destroyed; and (vi) amend any material provision of this Community Declaration, the Articles of Incorporation or the Bylaws.

Section 11.13. Notices. Any notice permitted or required to be given under this Community Declaration shall be in writing and may be given either personally or by mail, telephone or telegraph. If served by mail, each notice shall be sent postage prepaid, addressed to any Person at the address given by such Person to the Community Association for the purpose of service of such notice, or to the Privately Owned Site of such Person if no address has been given to the Community Association and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second business day after it is deposited in a regular depository of the United States Postal Service. Such address may be changed from time to time by notice in writing to the Community Association.

Section 11.14. Persons Entitled to Enforce Declaration. The Community Association, acting by authority of the Board, and any Member of the Community Association shall have the right to enforce any or all of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Community Declaration against any property within the Community Association Area and the Owner thereof. The right of enforcement shall include the right to bring an action for damages as well as an action to enjoin any violation of any provision of this Community Declaration.

Section 11.15. Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction or equitable servitude contained in this Community Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Persons entitled to enforce the provisions of this Community Declaration.

Section 11.16. Enforcement by Self Help. Declarant or the Community Association, or any authorized agent of either of them, may enforce, by self help, any of the provisions, covenants, conditions, restrictions or equitable servitudes contained in this Community Declaration, provided such self help is preceded by Notice and Hearing as set forth in the Bylaws.

Section 11.17. Violations of Law. Any violation of any federal, state, municipal or local law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any property within the Community Association Area is hereby declared to be a violation of this Community Declaration and shall be subject to any and all of the enforcement procedures set forth in this Community Declaration.

CC1-80-2021

Section 11.18. Community Declaration. This Community Declaration shall have no force or effect and shall not constitute any encumbrance with respect to the Annexable Area which has not been made subject to the provisions of this Community Declaration by execution and Recordation of a Supplemental Declaration. No easements are hereby granted or reserved as to the Annexable Area which has not been made subject to the provisions of this Community Declaration, and no easement or other right referred to in this Community Declaration with respect to the Annexable Area or any part thereof shall be in any way affect or encumber the Annexable Area which has not been made subject to the provisions of this Community Declaration, unless set forth in a document executed by the Owner or Owners of the part of the Annexable Area to be subject to such right or easement, which document or memorandum, is hereafter recorded with the County Clerk of Galveston County, Texas.

Nothing herein contained shall obligate the Declarant to develop all or any portion of the Annexable Area which is not made subject to the Community Declaration in accordance with any of the provisions of this Community Declaration. The provisions of this Community Declaration do not impose any restrictions whatsoever on or otherwise encumber the Annexable Area which is not made subject to this Community Declaration, but only benefit such Annexable Area.

Section 11.19. Remedies Cumulative. Each remedy provided under this Community Declaration is cumulative and not exclusive.

Section 11.20. Costs and Attorneys' Fees. In any action or proceeding under this Community Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorneys' fees.

Section 11.21. Limitation on Liability. The Community Association, the Board of Directors, the Architectural Committee, Declarant, any Delegate or any agent or employee of any of the same acting within the scope of his duties described in this Community Declaration shall not be liable to any Person for any action or for any failure to act if the action or failure to act was in good faith and without malice.

Section 11.22. No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with any portion of the Project Area, or any Improvement thereon, its or their physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing.

CC1-80-2122

Section 11.23. Liberal Interpretation. The provisions of this Community Declaration shall be liberally construed as a whole to effectuate the purpose of this Community Declaration.

Section 11.24. Governing Law. This Community Declaration shall be construed and governed under the laws of the State of Texas.

Section 11.25. Severability. Each of the provisions of this Community Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial enforceability or any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 11.26. Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

Section 11.27. Captions for Convenience. The titles, headings and captions used in this Community Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Community Declaration.

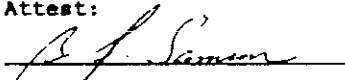
Section 11.28. Mergers or Consolidations. Upon a merger or consolidation of the Community Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Community Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Community Declaration governing the Property, together with the covenants and restrictions established upon any other property, as one plan.

IN WITNESS WHEREOF, Declarant has executed this Community Declaration, the day and year first above written.

SOUTH SHORE HARBOUR DEVELOPMENT,  
a Texas joint venture,  
by its venturers:

South Shore Harbour Investors,  
a Texas general partnership

Attest:



By:

  
Jack Coogan, Managing General  
Partner

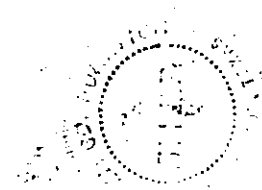
CC1-80-2123

Anrem Corporation,  
a Texas corporation

Attest:

Quenne Surger

By: Marc Cuenod  
Marc Cuenod, President



Continuation of Execution Page to

Community Declaration

Easements, Restrictions and Covenants for

South Shore Harbour Community Association, Inc.

600039-A

CC1-80-2124

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jack Coogan, Managing General Partner of South Shore Harbour Investors, a Texas general partnership, which is a venturer of South Shore Harbour Development, a Texas joint venture, 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, in the capacity therein stated, as the act and deed of said general partnership, and that he was authorized to do so.

GIVEN under my hand and seal of office this the 6th day of August, 1982.

TYPE, PRINT OR STAMP NAME  
OF NOTARY AND COMMISSION  
EXPIRATION DATE BELOW

*Laurie A. Suchmansky*  
Notary Public in and for  
The State of Texas

LAURIE A. SUCHMANSKY  
Notary Public State of Texas  
My Commission Expires March 6, 1984  
Bonded by L. Alexander Leitch, Lawyers Surety Corp

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Marc Cuenod, President of Anrem Corporation, a Texas corporation, which is a venturer of South Shore Harbour Development, a Texas joint venture, 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, in the capacity therein stated, as the act and deed of said corporation and that he was authorized to do so.

GIVEN under my hand and seal of office this the 6th day of August, 1982.

TYPE, PRINT OR STAMP NAME  
OF NOTARY AND COMMISSION  
EXPIRATION DATE BELOW

*Laurie A. Suchmansky*  
Notary Public in and for  
The State of Texas

LAURIE A. SUCHMANSKY  
Notary Public State of Texas  
My Commission Expires March 6, 1984

600039-A



Exhibit "A"

ANNEXABLE AREA  
Tract 1 of 3 Tracts

CC1-80-2025

METES AND BOUNDS DESCRIPTION  
OF A  
1,105.863 ACRE TRACT OF LAND  
OUT OF THE  
MICHAEL MULDOON TWO LEAGUE GRANT, ABSTRACT 18  
LEAGUE CITY, GALVESTON COUNTY, TEXAS

BEGINNING at a 2-inch iron pipe in the southerly right-of-way line of Texas F.M. 2094 (based on a width of 80 feet), said point also being the northeasterly corner of the tract of land belonging to the Clear Creek Consolidated School District;

THENCE North 37° 18' 51" East, along the south line of said F.M. 2094, 2747.68 feet to a point for corner and the beginning point of a curve to the right;

THENCE along the arc of a curve to the right and the south line of F.M. 2094, having a radius of 1,869.85 feet, a chord bearing North 65° 59' 18" East, 1,794.04 feet, a central angle of 57° 20' 07", a distance of 1,871.14 feet to a point for corner;

THENCE South 85° 21' 00" East, along the south line of said F.M. 2094, 1029.30 feet to a point for corner;

THENCE South 04° 39' 00" West, along the south line of said F.M. 2094, 8.67 feet to a point for corner;

THENCE South 85° 19' 00" East, along the southerly right-of-way line of Texas F.M. 2094 (based on a width of 88.67 feet, 4,408.13 feet to a point for corner;

THENCE South 14° 38' 26" East, along the easterly line of a 180 foot Houston Lighting and Power Company right-of-way and the westerly line of a 60 foot road right-of-way, 3,328.31 feet to a point for corner in the centerline of Jarboe Bayou;

THENCE along the meanders of the centerline of Jarboe Bayou:

South 57° 50' 17" West	125.07 feet
South 26° 51' 58" West	117.39 feet
South 83° 33' 42" West	74.40 feet
South 26° 17' 31" West	243.67 feet
South 27° 26' 11" West	200.01 feet
South 04° 13' 28" West	153.19 feet
South 12° 52' 26" East	110.27 feet

THENCE South 72° 32' 43" West, 660.59 feet to a point for corner;

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THENCE South  $16^{\circ} 51' 40''$  East, 599.12 feet to a point for corner in the northerly right-of-way line of Texas F.M. 518 (based on a width of 120 feet);

THENCE South  $73^{\circ} 09' 03''$  West, along the northerly line of said F.M. 518, 891.90 feet to a point for corner and the beginning point of a curve to the right;

THENCE along the arc of a curve to the right, and the northerly line of said F.M. 518, having a radius of 5,669.65 feet, a chord bearing South  $77^{\circ} 18' 20''$  West, 823.29 feet, a central angle of  $08^{\circ} 19' 38''$ , a distance of 824.01 feet to a point for corner;

THENCE South  $81^{\circ} 29' 06''$  West, along the northerly line of said F.M. 518, 2,582.40 feet to a point for corner and the beginning point of a curve to the right;

THENCE along the arc of a curve to the right, and the northerly line of said F.M. 518, having a radius of 11,399.30 feet, a chord bearing South  $82^{\circ} 50' 54''$  West, 532.12 feet, a central angle of  $02^{\circ} 40' 29''$ , a distance of 532.17 feet to a point for corner;

THENCE South  $84^{\circ} 11' 50''$  West, along the northerly line of said F.M. 518, 2,981.81 feet to a point for corner;

THENCE North  $15^{\circ} 27' 40''$  West, along the east line of said Clear Creek Consolidated School District tract, 3,687.27 feet to the PLACE OF BEGINNING, containing 1,105.863 acres of land, more or less.

Exhibit "A"

Tract 2 of 3 Tracts

CC1-80-2127

METES AND BOUNDS DESCRIPTION  
OF A  
357.547 ACRE TRACT  
OUT OF THE  
MICHAEL MULDOON TWO LEAGUE GRANT, ABSTRACT 18  
LEAGUE CITY, GALVESTON COUNTY, TEXAS

BEGINNING at a found 2-1/2 inch iron pipe at the intersection of the West line of Lakeside Drive and the North line of Texas F.M. 2094 (based on a width of 80 feet), said point being the southeast corner of a 547.56 acre tract described in Volume 1713, Page 518 of the Deed Records of Galveston County;

THENCE North 85° 29' 07" West, along the North line of said F.M. 2094, 50.64 feet to a point for corner and the beginning point of a curve to the left;

THENCE along the arc of said curve to the left, and the North line of said F.M. 2094, having a radius of 1,949.85 feet, a chord bearing South 65° 58' 06" West, 1,871.38 feet, a central angle of 57° 21' 17", a distance of 1,951.86 feet;

THENCE South 37° 18' 51" West, along the North line of said F.M. 2094, 3,003.62 feet to a point for corner;

THENCE North 18° 39' 23" West, 1,867.85 feet to a point for corner;

THENCE North 05° 30' 56" East, 2,302.00 feet to a point for corner;

THENCE North 49° 02' 56" West, 465.38 feet to a point for corner on the bulkhead along the South shoreline of Clear Lake;

THENCE North 47° 24' 22" East, along said bulkhead, 22.29 feet to a point for corner on the end of said bulkhead;

THENCE along the meanders of the South shoreline of Clear Lake:

South 59° 34' 39" East	11.15 feet
North 36° 37' 44" East	98.56 feet
North 45° 29' 11" East	100.50 feet
North 48° 20' 04" East	100.12 feet
North 49° 04' 41" East	100.07 feet
North 61° 47' 01" East	46.07 feet
North 42° 26' 59" East	32.64 feet

THENCE North 37° 03' 57" East, across the mouth of an inlet of Clear Lake, 295.74 feet to a point for corner on the South shoreline of Clear Lake;

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THENCE along the meanders of the South shoreline of Clear Lake:

North 25° 43' 52" East	100.02 feet
North 39° 39' 49" East	102.57 feet
North 22° 00' 49" East	106.22 feet
North 24° 14' 04" East	95.03 feet
North 34° 24' 36" East	100.24 feet
North 26° 33' 19" East	103.29 feet
North 47° 01' 15" East	100.44 feet
North 25° 03' 24" East	156.52 feet
North 41° 44' 33" East	250.00 feet
North 39° 18' 43" East	71.06 feet
North 31° 40' 36" East	29.45 feet
North 29° 26' 46" East	36.42 feet
North 16° 14' 24" East	29.16 feet
North 30° 57' 55" East	107.59 feet
North 16° 52' 11" East	50.94 feet
North 03° 31' 10" West	18.46 feet
North 11° 29' 38" East	31.52 feet
North 12° 14' 27" East	82.21 feet
North 30° 16' 20" West	23.23 feet
North 15° 35' 22" East	100.60 feet
North 07° 50' 08" East	104.76 feet
North 17° 05' 15" West	59.39 feet
North 43° 12' 41" East	101.88 feet
North 78° 03' 16" East	103.10 feet
North 79° 14' 02" East	103.66 feet
North 80° 58' 42" East	104.58 feet
North 77° 27' 31" East	24.48 feet
South 81° 19' 30" East	52.53 feet
North 38° 53' 43" East	42.43 feet
North 79° 46' 38" East	100.26 feet
North 75° 31' 58" East	101.07 feet
North 74° 44' 57" East	101.29 feet
North 78° 11' 05" East	100.50 feet
North 76° 29' 18" East	100.84 feet
North 80° 18' 09" East	26.06 feet
North 82° 34' 45" East	15.98 feet
North 83° 07' 23" East	93.37 feet
North 88° 46' 52" East	61.69 feet
North 86° 40' 16" East	102.46 feet
North 87° 06' 25" East	102.63 feet
North 77° 15' 36" East	81.62 feet
North 34° 19' 29" East	24.07 feet

THENCE South 88° 28' 49" East, 20.34 feet to a point for corner;

THENCE South 11° 47' 20" East, 2,317.03 feet to a point for corner;

THENCE North 78° 29' 18" East, 600.36 feet to a point for corner;

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Thence South 12° 08' 00" East, 45.00 feet to a point for corner;  
THENCE North 78° 29' 18" East, 183.00 feet to a point for corner;  
THENCE South 12° 08' 00" East, 1,130.88 feet to a point for corner;  
THENCE South 01° 17' 12" East, 487.54 feet to a point for corner  
and the PLACE OF BEGINNING of the tract herein described, containing  
357.547 acres of land, more or less.

Exhibit "A"

CC1-80-2130

Tract 3 of 3 Tracts  
METES AND BOUNDS DESCRIPTION  
OF A  
47.287 ACRE TRACT  
OUT OF THE  
MICHAEL MULDOON TWO LEAGUE GRANT, ABSTRACT 18  
LEAGUE CITY, GALVESTON COUNTY, TEXAS

COMMENCING at a found 2-1/2 inch iron pipe at the intersection of the West line of Lakeside Drive and the North line of Texas F.M. 2094 (based on a width of 80 feet), said point being the southeast corner of a 547.56 acre tract described in Volume 1713, Page 518 of the Deed Records of Galveston County;

THENCE North 85° 29' 07" West, along the North line of said F.M. 2094, 50.64 feet to a point for corner and the beginning point of a curve to the left;

THENCE along the arc of said curve to the left, and the North line of said F.M. 2094, having a radius of 1,949.85 feet, a chord bearing South 65° 58' 06" West, 1,871.38 feet, a central angle of 57° 21' 17", a distance of 1,951.86 feet;

THENCE South 37° 18' 51" West, along the North line of said F.M. 2094, 3,003.62 feet to the PLACE OF BEGINNING of the tract herein described;

THENCE South 37° 18' 51" West, along the North line of said F.M. 2094, 300.00 feet to a point for corner;

THENCE North 52° 41' 09" West, 89.35 feet to a point for corner and the beginning point of a curve to the right;

THENCE along the arc of a curve to the right having a radius of 300.00 feet, a chord bearing North 35° 40' 16" West, 175.57 feet, a central angle of 34° 01' 46", a distance of 178.18 feet to a point for corner;

THENCE North 18° 39' 23" West, 2,303.13 feet to a point for corner;

THENCE North 71° 20' 37" East, 312.62 feet to a point for corner;

THENCE North 16° 47' 40" West, 707.61 feet to a point for corner on the high bank of an inlet of Clear Lake;

THENCE along a line projected into the inlet of Clear Lake:

South 73° 12' 20" West	50.00 feet
North 16° 47' 40" West	271.43 feet
North 29° 29' 59" East	257.12 feet
North 21° 54' 07" West	731.56 feet
North 86° 05' 55" East	140.87 feet

to a point for corner on the bulkheaded South shoreline of Clear Lake;

CC1-80-2131

THENCE North 56° 37' 27" East along said bulkhead, 315.17 feet to a point for corner;

THENCE North 51° 45' 31" East along said bulkhead, 122.05 feet to a point for corner;

THENCE North 47° 24' 22" East along said bulkhead, 61.86 feet to a point for corner;

THENCE South 49° 02' 56" East, 465.38 feet to a point for corner;

THENCE South 05° 30' 56" West, 2,302.00 feet to a point for corner;

THENCE South 18° 39' 23" East, 1,867.85 feet to a point for corner and the PLACE OF BEGINNING of the tract herein described, containing 47.287 acres of land, more or less.

FILED FOR RECORD

AUG 6 4 39 PM '82

STATE OF TEXAS

COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the Official Public Records of Real Property of Galveston County, Texas, on

AUG 6 1982



*Mary Jane Christensen*  
COUNTY CLERK, Galveston County, Texas

*paid  
John Carter 1/2*

5211292

002-26-1589

FIRST AMENDMENT TO THE  
COMMUNITY DECLARATION  
OF EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
SOUTH SHORE HARBOUR COMMUNITY ASSOCIATION, INC.

This First Amendment to the Community Declaration is made as of this the 5th day of May, 1983 by South Shore Harbour Development, a Texas joint venture ("Declarant") in amendment of the Community Declaration of Easements, Restrictions and Covenants for South Shore Harbour Community Association, Inc. which is recorded under film code number 001-80-1952 of the Official Public Records of Real Property in Galveston County, Texas.

Section 5.8 is hereby amended to read "Section 5.8. Fidelity Bonds Required. The Community Association shall obtain and keep in force at all times a fidelity bond or bonds for any Person handling funds of the Community Association including, but not limited to, employees of the Manager. Each such bond shall name the Community Association as obligee and shall not be less than the estimated maximum of funds, including reserve bonds, in the custody of the Community Association or the Manager, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate "APCA's" and "RPCA's" (as hereinafter defined) assessments on all Units plus the amount then deposited in all Reserve Funds."

Section 5.13 is hereby amended to read "Section 5.13. Duty to Provide Review or Audit. The Community Association shall provide for an annual independent audit of the accounts of the Community Association by a certified public accountant, unless by the consent of 66-2/3% of the members of the Board, the Board of Directors of the Community Association waives the requirement of an audit and then the accounts shall be reviewed by a certified public accountant. Copies of the report of the audit or of the review shall be made available to any Member who requests a copy of the same upon payment of such Member of the reasonable cost of copying the same."

Section 8.9 is hereby amended to read "Section 8.9. Apportionment of Administrative Functions Common Assessments. For purposes of the AFCAs, each Residential Site (other than a Residential Site improved as a residential apartment) on which single family dwellings are constructed shall constitute one (1)



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APCA Unit regardless of the size, value or location of such Residential Site. Each other type of Privately Owned Site shall be deemed to constitute the following number of APCA Units: (i) each three (3) apartment units located on a Privately Owned Site shall constitute one (1) APCA Unit, regardless of the size, value or location of such apartment units [with a full APCA Unit assigned for any extra one (1) or two (2) apartments not constituting a multiple of three (3) apartment units, in lieu of assigning any fractional APCA Units]; (ii) each three (3) individually numbered hotel or motel guest rooms [or any extra one (1) or two (2) individually numbered hotel or motel guest rooms] on a Privately Owned Site shall constitute one (1) APCA Unit regardless of the size, value or location of such hotel or motel rooms; (iii) each two thousand five hundred (2,500) square feet [or extra part thereof] (a) of enclosed floor area of common rooms and facilities, service rooms or administrative offices within an apartment complex, hotel or motel, or (b) within a shopping center, office building, Industrial Site, office/warehouse facility, or other commercial building on a Privately Owned Site shall constitute one (1) APCA Unit regardless of the size, value or location of such Improvement [with the square footage of the completed Improvements described in (iii) (a) and (b) above determined by the Completed Plans]; and (iv) each one (1) acre or fraction thereof of Privately Owned Sites (other than Residential Sites restricted to single family use) owned by Owners, other than Declarant, on which Improvements to Property have not been completed shall constitute one (1) APCA Unit. An appropriate adjustment of the number of APCA Units assigned to such Privately Owned Sites (other than Residential Sites restricted to single family use) owned by Owners, other than Declarant, on which Improvements to Property are being constructed shall be made when such Improvements to Property have been completed, which dates shall be established by the earlier of: (i) the date such Owners deliver Notices of Completion to the Architectural Committee if such Improvements to Property are, in fact, completed as of the date of delivery of such Notice of Completion, or (ii) the date upon which the Architectural Committee determines the Improvements on the Property have been substantially completed. For example, if an office building contains ten thousand two hundred (10,200) square feet of enclosed floor area [on one (1) or more floors], then such office building shall be assigned five (5) APCA Units. The amount of the APCAs for any one (1) year payable by an Owner for each Privately Owned Site of such Owner shall be computed by multiplying the "APCA Unit Assessment" (as hereinafter defined) established by the Board for such year by the number of APCA Units assigned to such Owner's Privately Owned Sites."

Section 8.19 is hereby amended to read "Section 8.19. Payment of Assessment. Common Assessments shall be due and payable in advance to the Community Association by the assessed

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Member on a monthly basis, with each such payment being due and payable on the first day of each month of the calendar year, or in such other manner and on such other dates as the Board of Directors may designate in its sole and absolute discretion. Statements of the amount of the Common Assessment due each month shall be prepared and mailed by or on behalf of the Community Association to each Member on or before the 20th day of the month preceding the month for which such assessment is due. In lieu thereof, Members shall have the option to pay Common Assessments in advance annually, with payment on or before January 1 of the year for which such assessments are due, in an amount equal to the aggregate of the monthly installments for said year, provided that the Board of Directors shall have determined (i) to permit annual payment and (ii) the amount of the annual payment, on or before December 1 of the preceding calendar year."

Section 8.26 is hereby amended to read as follows: "Section 8.26. Remedies to Enforce Assessments. Each Assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the Owner or Member against whom the same is assessed. In the event of a default in payment of any Assessment or installment thereof, whether Common, Special or Reimbursement, the Board may, in addition to any other remedies provided under this Community Declaration or by law, enforce such obligation on behalf of the Community Association by suit and/or by filing and foreclosure of a lien as hereinafter provided. In order to secure the payment of the Assessments hereby levied, a vendor's lien is hereby reserved in each Deed from the Declarant to the Owner of each Privately Owned Site, which lien shall be enforceable through appropriate judicial proceedings by the Community Association. As additional security for the payment of the Assessments hereby levied, each Owner of a Privately Owned Site, by such party's acceptance of a Deed thereto, hereby grants the Community Association a lien on such Privately Owned Site which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Article 3810 of the Texas Revised Civil Statutes (or any successor statute); and each such Owner by acceptance of the Deed, has and herein expressly conveys to the person who is the President of the Community Association on the date on which such Owner accepts a deed to the Privately Owned Site, said Privately Owned Site in trust for the purposes of securing the payment of assessments or other sums due hereunder, and a power of sale in connection therewith. The Community Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Article 3810 (or any successor statute) and said power of sale, designate said person as trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. Such trustee may be changed at any time and from time to time by the Community Association by means of a written instrument executed by the President or any

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Vice-President of the Community Association and filed for record (either prior to or following any action by such trustee) in the Official Public Records of Real Property of Galveston County, Texas. In the event that the Community Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Article 3810 (or any successor statute) and to exercise the power of sale hereby granted, the Community Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale no less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the United States Postal Service, postage prepaid, registered and certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Community Association. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Community Association in connection with such default, including reasonable attorneys' fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Maintenance Fund an amount equal to the amount in default; and, third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Privately Owned Site foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means, including a judgment for possession and any action of forcible detainer and the issuance of writ of restitution thereunder."

Section 8.29 is hereby amended to read as follows: Section 8.29. Estoppel Certificates. Upon the payment of such reasonable fee as may be determined from time to time by the Board of Directors, and upon the written request of any Member and any Person with, or intending to acquire, any right, title or interest in the Privately Owned Site of such Member, the Association shall furnish a written statement setting forth the amount of any Assessments or other amount, if any, due and accrued and then unpaid with respect to a Privately Owned Site and the Owner thereof and setting forth the amount of any Assessment for the current year levied against such Site which is not yet due and payable. Such statement shall, with respect to the Person to whom it is issued, be conclusive against the Community Association and all Persons for all purposes, that no greater or other amounts were then due or accrued and unpaid and that no other Assessments have been levied. The purchaser of any Privately Owned Site, except for purchasers by and through any foreclosure proceedings instituted by the holder of the first Mortgage on such Site, shall be deemed to have assumed the payment of obligations with respect to the said Privately Owned Site for any Assessments (or any other sum then due or but for notice and/or the passage of time would be due the Community Association), unless such a purchaser has received an Estoppel Certificate stating that as of the date of

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the purchase of said Privately Owned Site, no assessments or other sums were due (or except for notice and/or the passage of time would be due) with respect to such Site.

Section 8.30 is hereby amended to read: "Section 8.30. No Offsets. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Community Association or the Board of Directors is not properly exercising its duties and powers under this Community Declaration, or claim by the Owner of non-use of the Community Association Properties or services or of abandonment of his Privately Owned Site, or claim by the Owner of inconvenience or discomfort arising from the making of repairs or Improvements to Community Association Properties or from any action taken to comply with any law or any determination of the Board of Directors or for any other reason."

Section 10.4 is hereby amended to read: "Section 10.4. Address of Committee. The address of the Architectural Committee shall be at the principal office of the Community Association, or at such other address as the Board may from time to time determine and so notify Owners."

IN WITNESS WHEREOF, Declarant has executed this First Amendment to the Community Declaration, the day and year first above written.

SOUTH SHORE HARBOUR DEVELOPMENT

Attest:

By: SOUTH SHORE HARBOUR INVESTORS,  
a Texas general partnership

Secretary

*Jack Coogan*  
Jack Coogan,  
Managing General Partner

Attest:

By: ANREM CORPORATION,  
a Texas corporation

Secretary

*Marc Cuenod*  
Marc Cuenod,  
President

FILED FOR RECORD

MAY 26 10 13 AM '83

*Timothy J. [illegible]*  
COUNTY CLERK

STATE OF TEXAS

COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the Official Public Records of Real Property of Galveston County, Texas, on

MAY 26 1983



*W. [illegible]*  
COUNTY CLERK, Galveston County, Texas

002-28-1593-A

STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on the 24 day of May, 1983, by Jack Coogan, partner on behalf of South Shore Harbour Investors, a partnership.

Teresa L. Trimble  
NOTARY PUBLIC in and for the  
State of Texas

Teresa L. Trimble  
Typed or Printed Name of Notary  
My Commission Expires: 6-7-86

STATE OF TEXAS

COUNTY OF GALVESTON

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This instrument was acknowledged before me on the 23 day of May, 1983, by Marc Cuenod, President of Anrem Corporation, a Texas corporation, on behalf of said corporation.

Teresa L. Trimble  
NOTARY PUBLIC in and for the  
State of Texas

Teresa L. Trimble  
Typed or Printed Name of Notary  
My Commission Expires: 6-7-86

STATE OF TEXAS

COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the Official Public Records of Real Property of Galveston County, Texas, on

MAY 26 1983



Mary Jane Christensen  
COUNTY CLERK, Galveston County, Texas

THE STATE OF TEXAS  
County of Galveston

I, JESSIE G. KIRKENDALL, County Clerk, in and for Galveston County, State of Texas, do hereby CERTIFY that the above and foregoing is a true and correct copy of First Amendment to The Community Declaration of Easement, Restrictions and Covenants for

SOUTH SHORE HARBOUR COMMUNITY ASSOCIATION, INC.

as the same appears of record in my office, in the Official Public Records of Real Property having Microfilm Identification Number 002-28-1589 through Microfilm Identification Number 002-28-1593-A, Incl.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the impress of the official seal of said County Court, at my office, in the City and County of Galveston, State of Texas, on this the 15th day of June A.D., 19 93.

JESSIE G. KIRKENDALL,  
County Clerk, in and for  
Galveston County, Texas.

BY  Deputy  
Sydonia Muscat